



Buildings & Grounds Committee

Tuesday, June 6, 2023 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Matthew Veitch

Members:

Philip Barrett
Eric Connolly
Diana Edwards
John Lant
Scott Ostrander-vc
Mike Smith

- I. Welcome and Attendance
- II. Approval of the minutes of the April 4, 2023 meeting.
- III. Authorizing a Memorandum of Understanding with the State of New York for the lease of office space in the Services Building for occupancy by the New York State Department of Labor (Chad Cooke, Public Works)
- IV. Amending the lease agreement with CCM Associates of Clifton Park, LLC to authorize transfer to CPC Development I, LLC (Craig Hayner, County Clerk)
- V. Other Business
- VI. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 5/23/23

COMMITTEE: Buildings & Grounds

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing the Chairman to execute a Memorandum of Understanding with the State of New York for the lease of office space in the Services Building for the occupancy by the New York State Department of Labor.

3. Specific Details on what the resolution will authorize:

Authorizing a five (5) year lease with a five (5) year renewal option with the following terms:

Area to be leased: 610 sq. ft.

Term of lease: 7/1/23 - 6/30/28

Annual Rent: \$9,107.30 (5% increase over expiring lease)

Renewal Annual Rent: \$9,561.98 (5% increase)

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.50-2418 Rent JTPA
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other Draft MOU and Minor Office remodel plans

10. Remarks:

Precedent Resolution: 61 of 2018

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
THE NEW YORK STATE OFFICE OF GENERAL SERVICES
LEASE MANAGEMENT
DIVISION OF REAL ESTATE
LEASING SERVICES
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
CORNING TOWER, 40TH FLOOR
ALBANY, NEW YORK 12242



MEMORANDUM OF UNDERSTANDING

152 West High Street
Ballston Spa, New York 12020

County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Office of the New York State Comptroller's Lease No.:

Project No.: PN-37042
SFS Project No.: 00000000037042

The New York State Department of Labor

Contents

1.	LETTING / PREMISES / USE	1
2.	TERM	1
3.	FIXED RENT	2
4.	TAX ESCALATIONS-INTENTIONALLY DELETED	2
5.	OPERATING EXPENSE ESCALATIONS-INTENTIONALLY DELETED	2
6.	EXECUTORY PROVISION	2
7.	POSSESSION-INTENTIONALLY DELETED	3
8.	RENEWAL	3
9.	CANCELLATION	3
10.	HOLDOVER	3
11.	ELECTRIC SERVICE	3
12.	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	5
13.	BUILDING ACCESS FOR UTILITY SERVICES, STATE AND OCCUPYING AGENCY ACCESS AND ELEVATOR SERVICE.....	6
14.	PARKING	7
15.	WATER	7
16.	JANITORIAL SERVICE	7
17.	PEST CONTROL	8
18.	REPAIRS	9
19.	ISSUES / PROCESS	9
20.	COMPLIANCE WITH LAWS	9
21.	COUNTY'S RIGHT OF ENTRY	9
22.	TO LET SIGNS	10
23.	DESTRUCTION OF PREMISES AND DAMAGE TO THE STATE'S AND/OR THE OCCUPYING AGENCY'S PROPERTY.....	10
24.	SET OFF	11
25.	MITIGATION OF DAMAGES	11
26.	SUBORDINATION	11
27.	QUIET ENJOYMENT	12
28.	NUISANCE CONTROL	12
29.	CONDITION OF PREMISES	12
30.	NON-ASSIGNMENT	12
31.	BROKERAGE FEES / UNLAWFUL INDUCEMENT	13
32.	COUNTY'S INTEREST	13
33.	ALTERATIONS BY THE STATE	13
34.	ALTERATIONS BY THE COUNTY	14
35.	HAZARDOUS MATERIALS	14
36.	SIGNAGE	15
37.	INSURANCE REQUIREMENTS	15
38.	WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE.....	20
39.	AUTOMATED EXTERNAL DEFIBRILLATORS	22
40.	FIRE EXTINGUISHERS	22
41.	REDECORATION	23
42.	GENERAL PROVISION AS TO REMEDIES	23
43.	WORK LETTER	23
44.	COUNTY'S CONSENT	23
45.	SECTIONAL HEADINGS	23
46.	BINDING EFFECT	23
47.	INTERPRETATION	24
48.	REMOVAL OF PERSONAL PROPERTY	24
49.	NO DEVIATIONS	25
50.	MERGER	25
51.	NOTICE	25
52.	REQUIREMENTS/FEDERAL CERTIFICATIONS	25
53.	COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS	27
54.	PRIOR CONTRACT / CANCELLATION	28
55.	ENCOURAGING USE OF NEW YORK STATE BUSINESSES	28
56.	VENDOR RESPONSIBILITY	28
57.	FORCE MAJEURE	29

58. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES..... 29

59. COUNTY REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN..... 30

60. APPENDIX, EXHIBITS, FORM AND SCHEDULE 33

61. APPENDIX A 33

62. REDUCING WASTE 33

63. REDUCING GREEN HOUSE EMISSIONS/CLIMATE CHANGE/OPEN SPACE . 33

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**STATE OF NEW YORK
EXECUTIVE DEPARTMENT
THE NEW YORK STATE OFFICE OF GENERAL SERVICES
LEASE MANAGEMENT
DIVISION OF REAL ESTATE
LEASING SERVICES
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
CORNING TOWER, 40TH FLOOR
ALBANY, NEW YORK 12242**

PARTIES

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made this _____ day of _____ in the year Two Thousand _____ by and between the County of Saratoga, having a principal place of business located at 40 McMaster Street, Ballston Spa, New York 12020, for itself, its heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives (hereinafter referred to as the "County"), and The People of the State of New York, acting by and through the Commissioner of General Services (hereinafter referred to as the "Commissioner"), pursuant to Article 2, Section 3(12) of the New York State Public Buildings Law (hereinafter referred to as the "State"). The foregoing may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH; the Parties for the considerations set forth herein covenant and agree as follows:

1. LETTING / PREMISES / USE

The County hereby leases and grants exclusive possession to the State, and the State hereby hires from the County: approximately 610 rentable square feet located on the second floor in the building (hereinafter referred to as the "Building") located at 152 West High Street, in the Village of Ballston Spa, County of Saratoga and State of New York as shown on the plan designated OGS Drawing No. SA06-FL01-37042, dated 1/10/23, which is annexed to this MOU as Exhibit 1 (hereinafter referred to as the "Premises" or the "Demised Premises"). The Demised Premises shall be used for the official business of the State by The New York State Department of Labor or by such other departments, commissions, boards or officers of the State of New York as may be entitled by law to use the same or to which the Premises may be allotted by the Commissioner as provided by the Public Buildings Law (the foregoing may be hereinafter collectively referred to as the "Occupying Agency").

2. TERM

The term (hereinafter referred to as the "Term" or the "MOU Term") of this MOU shall commence on 7/1/2023 (hereinafter referred to as the "Commencement Date") and shall expire, unless sooner terminated, on 6/30/2028 (hereinafter referred to as the "Expiration Date" or the "Termination Date").

Notwithstanding the foregoing, the MOU Term, and the obligation to pay Fixed Rent, shall commence upon the first day of the month following the date of full execution, approval and delivery of this MOU to the County in accordance with Section 46 of this MOU, unless such delivery occurs on the first day of the month, in which case the MOU Term and the obligation to pay Fixed Rent shall commence on that day.

Effective as of the Expiration Date, Termination Date or the end of any extension or holdover of the Term of this MOU, or the Renewal Term, if

applicable, the Parties (each hereinafter referred to as a "Releasing Party"), agree to enter into a mutual release agreement (hereinafter referred to as the "Mutual Release") whereby they shall confirm the date of the end of the tenancy and finalize their respective rights and obligations pertaining to the end of the tenancy. The Mutual Release shall be provided by the State to the County and the County agrees to promptly execute and return the same to the State.

3. FIXED RENT

Beginning on the Commencement Date and thereafter monthly, on the first day of each and every calendar month during the MOU Term, and any holdover or extension thereof, the Occupying Agency shall pay to the County rent (hereinafter referred to as the "Fixed Rent") for the Premises in a sum equal to Nine Thousand, One Hundred Seven and 30/100 Dollars (\$9,107.30) per annum, which equates to a monthly payment in the amount of Seven Hundred Fifty-Eight and 94/100 Dollars (\$758.94).

In order to receive payment, the County shall provide invoices for the Fixed Rent to the Occupying Agency, in accordance with Section 51 of this MOU, and the name and address that should be used on those invoices for the County is: Director, Labor Business Administration, The New York State Department of Labor, W. A. Harriman State Office Building Campus, Building 12, Albany, New York 12240.

The invoices must contain all information and supporting documents required by this MOU, the Occupying Agency, the State and/or the Office of the New York State Comptroller.

Counties are asked to accept electronic payments or request authorization for payment by paper check from the Commissioner. Such authorization may be granted, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices, including, but not limited to, Article 11-A of the New York State Finance Law. The County shall comply with the Office of the New York State Comptroller's procedures to authorize electronic payments. The County can register using the vendor self-service portal sign in page, which has a link "Don't have an account" at: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. There is also a portal landing page with more information about the benefits of portal use: https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL?Page=PT_LANDINGPAGE&Action=U&LP=ERP.SUPPLIER.NY_SUP_PUB_HOMEFG_FL&. If the County registered for a NYS Vendor ID but never received, or no longer has the enrollment email from the New York Statewide Financial System (hereinafter referred to as "SFS"), it can contact the SFS Helpdesk at helpdesk@sfs.ny.gov to obtain an Update Primary Contact Form AC-3327-S. The primary contact is granted access to the portal through the update and can initiate the banking request. The primary contact forms are only provided to registered NYS vendors through the SFS Helpdesk.

4. TAX ESCALATIONS-INTENTIONALLY DELETED

5. OPERATING EXPENSE ESCALATIONS-INTENTIONALLY DELETED

6. EXECUTORY PROVISION

As required by law, this MOU shall be deemed executory only to the extent of the monies available to the State or the Occupying Agency for the leasing of said Premises and no liability shall be incurred by the State beyond the monies available for such purpose. Notwithstanding the foregoing, if the monies available therefor are monies appropriated for and made available to one or more departments, commissions, boards, or officers other than the State or the Occupying Agency, this MOU shall be deemed executory only to the extent of the monies available to the one or more departments,

commissions, boards, or officers to which the Premises shall be allotted by the Commissioner and no liability in such cases shall be incurred by the State beyond the monies available for such purposes.

7. POSSESSION-INTENTIONALLY DELETED

8. RENEWAL

So long as the State is not then in default under this MOU beyond the expiration of any applicable cure period, the State shall have the option to renew this MOU for an additional term of five (5) years (hereinafter referred to as the "Renewal Term") subject to the terms set out below. The Fixed Rent for the Premises during the Renewal Term shall be Nine Thousand, Five Hundred Sixty-One and 98/100 Dollars (\$9,561.98). The State shall exercise its renewal option (hereinafter referred to as the "Renewal Option") by notifying the County in writing, in accordance with Section 51 of this MOU, of its exercise of the Renewal Option not fewer than ninety (90) days prior to the end of the Term. The Parties shall then commence the process of executing a renewal agreement (hereinafter referred to as the "Renewal Agreement") memorializing the agreement of the Parties as to the terms that shall govern during the Renewal Term.

The renewal of this MOU shall be binding upon the Parties and their respective successors and assigns upon the full completion of the (i) execution of the Renewal Agreement by all necessary Parties; (ii) approval of the Renewal Agreement by the Office of the Attorney General, as to form, and the Office of the New York State Comptroller, as necessary; and (iii) delivery of the fully executed and approved Renewal Agreement to the County by the State.

9. CANCELLATION

Either Party shall have the right (hereinafter referred to as the "Cancellation Right"), subject to the provisions of this Section 9, to terminate this MOU at any time after the end of the thirty-sixth (36th) month of the Term, with respect to the entire Premises only, as that is defined in Section 1 of this MOU, so long as either Party delivers to the other Party a written notice (hereinafter referred to as the "Cancellation Notice"), in accordance with Section 51 of this MOU, of its election to exercise its Cancellation Right on or before the date that is not fewer than ninety (90) days prior to the effective date of the cancellation (hereinafter referred to as the "Cancellation Date"). If the either Party timely and properly exercises the Cancellation Right, the State and the Occupying Agency shall vacate the Premises and deliver possession thereof to the County in the condition required by the terms of this MOU on or before the Cancellation Date and the State and the Occupying Agency shall have no further obligations under this MOU except for those accruing prior to the Cancellation Date and those which, pursuant to the terms of this MOU, survive the expiration or early termination of this MOU. In the event that either Party does not deliver to the other Party the Cancellation Notice within the time period provided in this paragraph, the each Party shall be deemed to have waived its Cancellation Right and the provisions of this Section 9 shall have no further force or effect.

10. HOLDOVER

Any holdover after the expiration of the Term, or any extensions thereof, shall be construed to be a tenancy from month-to-month and shall to the extent not inconsistent with this provision be on the same terms and conditions as set forth in this MOU.

11. ELECTRIC SERVICE

The Commissioner encourages the Parties to take steps to reduce energy consumption with respect to this section to maximize natural lighting and HVAC efficiencies that meet or exceed the Energy Conservation Construction Code and the specifications contained in the OGS Material Specifications for Leased Facilities (hereinafter referred to as the "MSLF"), attached to this MOU as Exhibit 2. These specifications require the use of energy conservation measures, such as: Energy Star rated products, programmable thermostats, motion and lighting sensors, low wattage fluorescent lighting, and high efficiency variable speed motors/controllers. The County and the State shall also work cooperatively together to improve building efficiency and operational procedures through the use of measures such as angling blinds to limit solar gains. In addition, Governor Hochul's Executive Order No. 22 (hereinafter referred to as "EO-22"), which is attached hereto as Exhibit 3, contains requirements and restrictions pertaining to electricity. The County acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with the State and the Occupying Agency in their implementation.

At its sole cost and expense, the County shall maintain, throughout the Term of this MOU, the Renewal Term, if applicable, and any holdover or extension thereof, the following: electric service distribution equipment, lighting fixtures, wiring, electric service of sufficient capacity and quality for properly lighting the Premises and for the operation of the State and the Occupying Agency's occupancy including, in addition to normal building requirements, electrical services for the Occupying Agency's computer, data or telephone server and distribution rooms, electrical office equipment and appurtenances.

At its sole cost and expense, the County shall continue to maintain a revenue grade electric meter to clearly measure the consumption of all electrical power used within the Building and the Demised Premises.

The cost of electric current consumed in the Building and the Demised Premises and for the general lighting and operation of the Occupying Agency's office appliances and air conditioning equipment shall be paid for by the County.

At its sole cost and expense, the County shall provide and replace all electric ballasts, lamps, light-emitting diode (hereinafter referred to as "LED") bulbs and bulbs in lighting fixtures in the Building and the Premises during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof. The County shall implement a program to appropriately recycle the replaced lighting ballasts, lamps and bulbs in an environmentally sensitive manner.

Lighting levels, electrical devices and the design of energy consuming equipment shall comply with the most current adopted version of the Energy Conservation Construction Code that is in place at the time the building permit is issued and the OGS MSLF, attached to this MOU as Exhibit 2. Within the limitations of the Energy Conservation Construction Code the following general levels of illumination, measured in foot candles, shall be provided and maintained:

- a. Office Areas: 30 - 50 foot candles (hereinafter referred to as "FC") at 30" above finished floor (hereinafter referred to as "AFF") (20 - 30 FC at 30" AFF when utilizing LED fixtures)
- b. Lobbies: 5 FC at floor
- c. Corridors/Stairs: 5 FC at floor
- d. Bathrooms: 5 FC at floor
- e. Copy Rooms: 10 FC at 30" AFF

The measurement of the actual foot candle levels will be accomplished in accordance with the Illuminating Engineering Society's standards and practices and procedures for measuring light level uniformity. Exit and emergency illumination shall be designed and installed in accordance with the latest adopted version of the New York State Uniform Fire Prevention and Building Code.

12. HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

The Commissioner encourages the Parties to take steps to reduce energy consumption. In addition, Governor Hochul's Executive Order No. 22, which is attached hereto as Exhibit 3, contains requirements and restrictions pertaining to HVAC. The County acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with the State and the Occupying Agency in their implementation. On or before the Commencement Date, as that term is defined in Section 2 of this MOU, the County shall provide a written description of the existing Building and/or Demised Premises HVAC system(s), including operating hours, energy management, maintenance schedules and any other pertinent requirements, and indicate any portion(s) of the HVAC system(s) that are serving other tenants or the common areas of the Building. The County shall furnish, install and operate an adequate and suitable year-round environmental control system and appurtenances that shall be capable of providing the following:

- a. The heating portion of the system shall be capable of maintaining heat when necessary for the proper comfort of the occupants, which shall be not less than sixty-eight (68) degrees Fahrenheit or more than seventy-five (75) degrees Fahrenheit, throughout the Demised Premises.
- b. The ventilation of the said system shall be provided in accordance with the New York State Uniform Fire Prevention and Building Code. The State and the Occupying Agency stipulate that for the purpose of this section the maximum number of people in the Demised Premises shall not exceed the limitations for occupancy and use set forth in the New York State Uniform Fire Prevention and Building Code.
- c. The air conditioning or cooling portion of the system shall be capable of maintaining indoor conditions of not more than seventy-eight (78) degrees Fahrenheit dry-bulb and not greater than fifty percent (50%) relative humidity during the cooling design peak hour of a cooling design day. Conference, training and hearing rooms shall be capable of maintaining temperature and ventilating conditions as stated above by means of an independent thermostatic control for each room. Use of a dedicated variable air volume box will be acceptable if temperature and ventilating requirements can be maintained at full room occupancy load; otherwise a separate independent air conditioning system will be required. Outside air, tempered as required, shall be supplied for ventilation as stated in paragraph (b) above for the number of occupants calculated in accordance with the New York State Uniform Fire Prevention and Building Code for each conference, training and hearing room.
- d. Thermostatic controls in the Demised Premises shall allow the State and the Occupying Agency to lower the heating set point or raise the air conditioning set point beyond the above levels if directed to do so by the Commissioner or other appropriate authority in order to conserve energy.

- e. The cost of heating fuel consumed in the Building and the Demised Premises shall be paid for by the County, at its sole cost and expense. The County shall also, at its sole cost and expense, pay for all costs of service and maintenance, including filter changes for the HVAC system(s) servicing the Building and the Demised Premises.

13. BUILDING ACCESS FOR UTILITY SERVICES, STATE AND OCCUPYING AGENCY ACCESS AND ELEVATOR SERVICE

The County shall at all times provide the State and the Occupying Agency with reasonably direct access from the Premises to the points of entry to the Building for all utility services usually and customarily utilized by office tenants and available at the Building, including, without limitation, telephone, electric, gas and cable (hereinafter referred to collectively as the "Utility Services").

The State, or the Occupying Agency on behalf of the State, shall have the right to install, use, repair, replace and maintain Utility Services between points of access to the Building and the Premises and shall have and enjoy continual rights of access, ingress and egress over the lands on which the Premises are situate, to enable the State, or the Occupying Agency on behalf of the State, to effectively access and use such Utility Services. These rights can be exercised by the State, the Occupying Agency or utility companies or other third parties acting on behalf of the State or the Occupying Agency.

To the extent necessary for access to and use of the Utility Services, the State, or the Occupying Agency on behalf of the State, shall have, appurtenant to the Premises, the non-exclusive right to use, in common, all necessary facilities, areas and spaces of the Building used or identified as common areas, including, without limitation, lobbies, corridors, stairways, elevators, loading docks, shafts, pipe chases, vents and ducts located in the Building or on the Premises, as the case may be.

The County shall, upon the State's request, afford utility companies or other third parties access to the Building and the Premises for the purpose of locating, installing and maintaining Utility Services, and the County shall execute, at its expense, any and all documents, agreements and instruments in order to effectuate the same. The State, or the Occupying Agency on behalf of the State, shall have the right to enter into reasonable agreements with utility companies or other third parties providing Utility Services creating easements in favor of such companies and/or other third parties as are required in order to service the Premises, and the County covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at the Occupying Agency's cost and expense.

No action shall be taken by the Occupying Agency pursuant to this section without the prior, written consent of the State.

During the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, the County shall provide the State and the Occupying Agency access to the Building daily from 6:00 A.M. to 8:00 P.M., Mondays through Fridays, excluding State Legal Holidays, and from 7:00 A.M. to 5:00 P.M. on Saturdays and Sundays. The Demised Premises shall be open daily from 8:00 A.M. to 5:00 P.M., Mondays through Fridays, excluding State Legal Holidays (hereinafter referred to as the "Normal Business Hours"). As used herein, the term "State Legal Holidays" shall mean the calendar of legal holidays as established and maintained by the New York State Department of Civil Service. Annual updates of the State Legal Holidays are available at [http://www.cs.ny.gov/attendance leave/index.cfm](http://www.cs.ny.gov/attendance%20leave/index.cfm); once you are on the website, scroll down to *Calendars of Legal Holidays* and click on the year in

question. Notwithstanding the foregoing, any day that is determined to be a floating holiday by the State shall not be considered to be a State Legal Holiday, but shall be considered to be a normal work day for the State and the Occupying Agency, and the County shall provide all services required to be provided by this MOU on such days.

The County shall, at its expense, furnish safe and reliable elevator service at all times to the State and the Occupying Agency. Variations of full-service passenger elevators, such as devices defined as limited use, limited application (LU/LA), will not be permitted. In no event shall the number of elevators providing service to the Premises be fewer than the number of elevators providing service to the Premises on the Commencement Date.

14. PARKING

The County shall, at its sole cost and expense, provide the State with in-common, on-site, paved parking spaces, for the use of the Occupying Agency, and will keep such parking spaces free of ice, snow and debris during all times that the State and the Occupying Agency have access to the Building, at no additional charge to the State or the Occupying Agency.

15. WATER

The County shall furnish, at its own expense, hot and cold potable water from the local supply sufficient for drinking, washroom and cleaning purposes in the Demised Premises. Fuel costs for hot water shall be paid for by the County.

16. JANITORIAL SERVICE

The County shall, at its sole cost and expense, provide janitorial services in accordance with the provisions of this section and the specifications set forth in Schedule A annexed to and made a part of this MOU.

Governor Hochul's Executive Order 22 directs all State agencies and authorities to purchase green products and promote sustainability. EO-22, a copy of which is annexed to this MOU as Exhibit 3, directs State agencies and authorities to develop and implement specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: the reduction or elimination of the use and generation of toxic substances, pollution and waste; the reduction, reuse, recycling and composting of solid waste; and the maximization of the use of environmentally preferable or "green" commodities, services and technology.

In an effort to assist State agencies and authorities in complying with these directives, approved specifications can be found at: <https://ogs.ny.gov/green-purchasing-requirements-and-tools>.

In order to comply with these directives, the County and the Occupying Agency have agreed that the County will make careful selection of effective janitorial cleaning products and equipment that reduce or eliminate the health and environmental risks from the use or release of toxic substances and minimize the risks of discharge of pollutants into the environment. Information on these products can be found at: <https://ogs.ny.gov/green-cleaning>.

In addition, EO-22 requires State agencies and authorities, to the maximum extent practicable, to purchase janitorial paper products that meet the specifications which can be found at: <https://ogs.ny.gov/green/janitorial-paper-products>. The County agrees to

assist the Occupying Agency in meeting these requirements by, to the maximum extent practicable, making careful selection of janitorial paper products in order to use products that comply with the requirements of EO-22.

EO-22 also requires State agencies and authorities, to reduce waste and increase recycling. Information on these requirements can be found at: <https://ogs.ny.gov/greeny/state-agency-waste-reduction-reuse-recycling>.

Additional information on these requirements and EO-22 are available from OGS, upon request.

The County acknowledges an understanding of these State policies and pledges to cooperate with the State and the Occupying Agency in their implementation.

The County and the Occupying Agency shall also comply with local recycling laws enacted under New York State General Municipal Law §120-aa, requiring that solid waste be separated into recyclable, reusable or other components.

17. PEST CONTROL

In accordance with the requirements of EO-22, which is annexed hereto as Exhibit 3, the County shall implement and maintain, at its sole cost and expense, an Integrated Pest Management (hereinafter referred to as the "IPM") program for the Building and the real property of which the Building and the Demised Premises form a part. The IPM program shall provide for an overall plan that minimizes the use of toxic pesticides, and provides for an on-going, practical, least-toxic approach to preventing and/or treating pest infestation and shall comply with the requirements set forth at: <https://www.ogs.ny.gov/greeny/pest-management-indoor-spaces> and <https://www.ogs.ny.gov/greeny/pest-management-outdoor-spaces>. It shall provide for technical training for the County's employees directly involved in pest control; establish an inspection program to identify infested zones, type(s) of infestation, and pest population levels; and detail procedures to be implemented should a pest infestation problem develop.

The County shall initially employ non-chemical means to eliminate pest infestation, localizing treatment whenever necessary to a defined affected area, using baits and traps rather than traditional chemical applications. At a minimum, semi-annual inspections (spring and fall) shall be conducted by the County or its contractor to identify and correct structural conditions allowing pests access (interior and exterior cracks, openings, crevices and ledges, etc.). The preventative measures of this IPM program shall include controls to ensure proper cleaning/maintenance, handling and disposal of food and organic waste products, and reviews of environmental conditions or practices of the State or the Occupying Agency that increase the potential for pest problems.

Application of pesticides should be avoided unless subsequent inspection or monitoring indicates the continued presence of pests in a specific area after non-chemical means have been exhausted or have been found to be ineffective. An actual specimen or recent sign of the pest must be confirmed before pesticides are applied. The least toxic pesticide, of the pesticides available to treat a specific problem, shall be selected. All pesticides used must be registered with the Environmental Protection Agency and appropriate State and/or local jurisdictions, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, State, and local laws and regulations.

The County and the Occupying Agency shall each designate an on-site liaison to review and coordinate necessary IPM program activities in the Building and the Demised Premises. The State and the Occupying Agency shall

be given an opportunity to review, and reasonable time to comment on the content of, and coordinate with, the schedule of events specified in the IPM program. This opportunity will be provided through notification from the County prior to the implementation of the IPM program.

Pesticide and herbicide treatment(s), when necessary, shall be scheduled for late Friday afternoons or evenings unless alternative times for such treatment applications are scheduled by mutual agreement with the Occupying Agency's IPM program liaison. The State and the Occupying Agency shall be notified of the location(s) of planned pesticide and herbicide treatments twenty-four (24) hours prior to such chemical application(s). The County shall furnish the Occupying Agency's IPM program liaison(s) with Material Safety Data Sheets for all pesticides and herbicides prior to their use in the Building or on the real property of which the Building and the Demised Premises form a part.

18. REPAIRS

The County shall take good care of the Building, the Demised Premises, and the fixtures and appurtenances thereto, and shall make all repairs necessary to put and keep the same in good order and condition, at its own cost and expense. Notwithstanding the foregoing, repairs and maintenance of the foregoing required as a result of the negligence of the State and/or the Occupying Agency or their officers and employees, when acting within the course and scope of their employment, shall be performed by the County, at the State or the Occupying Agency's cost, as the case may be.

19. ISSUES / PROCESS

The County and the Occupying Agency shall each designate an on-site representative. All issues, complaints and requests for services shall be in writing, utilizing the "Request for Memorandum of Understanding Compliance Services" form attached to this MOU as Exhibit 4, which form shall be delivered electronically by the Occupying Agency's representative to the County's representative. A copy of such form shall be returned to the Occupying Agency's representative, electronically, at such time as the issue is resolved, indicating what, if any, action was taken and, if no action was taken, the reason therefor. The County's representative shall maintain a log in which shall be recorded the date and nature of the request, and the date and resolution of the request. Such log shall be available, electronically, upon request, for the State and the Occupying Agency's inspection. The provisions of this section shall not be construed as superseding the other notice requirements and provisions of this MOU.

20. COMPLIANCE WITH LAWS

The County shall, at its own cost and expense, ensure that the Building and the Premises comply with all applicable federal, State or local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering the Building, the Premises and the contents or improvements thereto, which requirements may be more restrictive than the applicable building code and/or municipal codes and laws. The State and the Occupying Agency agree that they will not use the Premises for any purpose that shall violate any applicable laws, rules, orders, ordinances and regulations.

21. COUNTY'S RIGHT OF ENTRY

The State and the Occupying Agency shall permit the County, at all usual and proper times, to enter the Premises for the purposes of inspection or sale, and to make repairs and improvements to all parts of the Building, and to comply with all governmental orders and requirements applicable to the Building and the Premises. The County, in exercising its rights under this

section, shall not unreasonably interfere with the State and the Occupying Agency's access, use and occupancy of the Premises.

22. TO LET SIGNS

The State and the Occupying Agency shall permit the County, during the three (3) months immediately prior to the expiration of the Term, to place the usual notices of availability upon the exterior of the Demised Premises.

23. DESTRUCTION OF PREMISES AND DAMAGE TO THE STATE'S AND/OR THE OCCUPYING AGENCY'S PROPERTY

If the Building or the Demised Premises are destroyed or so injured by fire or the elements or any cause as to render the Premises untenable or unfit for the State's or the Occupying Agency's uses, as the State in its sole discretion may determine, the State may serve notice, in compliance with Section 51 of this MOU, declaring its intent to vacate the Premises and may thereafter, as soon as practicable subsequent to the provision of notice, quit and surrender the entire Demised Premises, in which event Fixed Rent shall abate from the time of the destruction or injury, and the State and the Occupying Agency shall be relieved of further liability under this MOU.

If, however, the Building (in the reasonable judgment of the County) or the Demised Premises (in the reasonable judgment of the State) shall be so destroyed or so injured by any cause aforesaid so as not to be rendered unfit for occupancy, then the County shall repair the same with reasonable promptness, and in that case the Fixed Rent shall abate from the time of the destruction or injury until the completion of such repair period, except only that the Occupying Agency shall, during such time, pay a pro-rata portion of such Fixed Rent apportioned to that portion of the Demised Premises that are in a condition for occupancy or that may be actually occupied during such repair period.

All improvements or betterments placed by the State or the Occupying Agency in the Demised Premises shall, however, in any event, be repaired and/or replaced by the State or the Occupying Agency at their own expense and not at the expense of the County, provided that the injury and damage to such improvements or betterments was caused without the negligence or willful misconduct of the County, its officers, agents, employees or contractors. In the event that such injury or damage was caused through the negligence or willful misconduct of the County or its officers, agents, employees or contractors, the County shall be responsible for the cost to repair or replace the same, as determined by the Parties.

If the Demised Premises are destroyed or damaged by fire or the elements or by any other cause, the State shall notify the County with reasonable promptness, in compliance with Section 51 of this MOU.

In the event the Premises are so damaged or destroyed as above described, any advance Fixed Rent paid by the Occupying Agency to the County shall be apportioned to the date of the damage or destruction and the difference promptly returned by the County to the Occupying Agency.

Notwithstanding the provisions of this Section to the contrary, neither the County nor its officers, employees, agents or contractors shall be liable for any damage to the State's or the Occupying Agency's personal property, nor for loss of or damage to the State's or the Occupying Agency's personal property by theft or otherwise, nor for any injury or damage to persons or the State's or the Occupying Agency's personal property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or adjoining buildings or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause

whatsoever, unless the same is caused by the negligence or willful misconduct of the County or its officers, employees, agents or contractors or the County's breach of this MOU. In addition to the foregoing, in the event of any damage discussed in this paragraph, the State and the Occupying Agency retain the right to avail themselves of all remedies available to them at law, in equity or pursuant to any available insurance.

This section shall be deemed an "express agreement to the contrary" within the meaning of Section 227 of the New York State Real Property Law.

24. SET OFF

In the event the County refuses or fails to make repairs or to provide services for which it is responsible under the terms and conditions of this MOU, the State shall provide at least five (5) business days' written notice to the County in compliance with Section 51 of this MOU. After the expiration of such five (5) business day notice period, provided that the County has failed to initiate a solution that is reasonable to the State, the State may, at its sole option, either: (i) make such repairs or provide such services, and the Occupying Agency may deduct all the costs incurred thereby from the Fixed Rent which is or shall be owing to the County; or (ii) not make such repairs nor provide such services and the Occupying Agency may deduct from said Fixed Rent a reasonable amount for the diminution in the value of the Premises due to such disrepair or lack of services. The provisions of this section are in addition to, and not in lieu of, any and all rights and remedies available to the State at law or in equity.

25. MITIGATION OF DAMAGES

In the event the State quits the Demised Premises such that the State, on behalf of the Occupying Agency, or the Occupying Agency remains responsible for the payment of Fixed Rent to the County, the total Fixed Rent to be paid to the County shall be reduced by that portion of the Fixed Rent attributable to charges for Utility Services, as the same are defined in Section 13 of this MOU, and other services that the County is obligated to provide pursuant to the terms of this MOU, whether or not such charges have been itemized.

Furthermore, in the event the State shall so quit the Premises, the County shall be obligated to make all reasonable efforts to re-let the Demised Premises in order to cover the costs otherwise accruing to the State and/or the Occupying Agency. The County shall not, in any event, be required to pay the State or the Occupying Agency any surplus of any sums received by the County on a re-letting of said Premises in excess of the Fixed Rent reserved in this MOU.

26. SUBORDINATION

This MOU is subject and subordinate to all ground or underlying leases, and to all mortgages that may now or hereafter affect such leases, or the real property of which the Building and the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the State or the Occupying Agency shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, however, the State shall, upon the reasonable request of the County, promptly execute a certificate to such effect, in a format that is acceptable to the State.

This MOU shall be subject and subordinate to the lien of any future mortgage or any future underlying lease, provided that the holder of any such mortgage or the landlord under any such underlying lease shall agree in

the mortgage or lease, or otherwise, that this MOU shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that, at the time thereof, the State shall not be in default, and the State, when requested by the holder of such mortgage, or the landlord, under any such underlying lease, shall execute an attornment agreement, in a format that is acceptable to the State, to the holder of such mortgage, or the landlord, under any such underlying lease, should either succeed to the rights of the County under this MOU.

Copies of the estoppel agreement and subordination, non-disturbance and attornment agreement utilized by the State can be obtained through a written request to the State pursuant to Section 51 of this MOU. When making such requests, the County should allow ample time for the review and execution of such forms by the State.

27. QUIET ENJOYMENT

The County covenants with the State that the State and the Occupying Agency, on complying with the terms of this MOU, shall and may peacefully and quietly have and enjoy the said Premises.

28. NUISANCE CONTROL

The County shall adopt, promulgate and enforce building rules and regulations for the Building that shall proscribe the maintenance or occurrence of nuisances including, but not limited to, noise, dust, vibration, odors or other unreasonable impacts or infringements upon the State's or the Occupying Agency's use and enjoyment of the Premises. In addition, the County shall promptly take such other measures as are reasonable and within its control to enjoin, curtail, eliminate or proscribe any such nuisances resulting from the acts of non-tenants.

29. CONDITION OF PREMISES

The State and the Occupying Agency shall, at the end of the Term, quit and surrender the Demised Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

30. NON-ASSIGNMENT

Pursuant to Section 138 of the New York State Finance Law, the County is prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this MOU, or its right, title or interest therein, or its power to execute this MOU to another person, company or corporation without the previous consent in writing of the department or official awarding the same; provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. Therefore, prior to any such transfer, the County shall submit a request, in accordance with Section 51 of this MOU, to the State for consent to the same. The County's request shall include submission of a properly completed and executed Lease Assignment Agreement, a sample of which is attached to this MOU as Exhibit 5, and all necessary documentation (the Substitute W-9, attached hereto as Exhibit 6, and the Governmental Entity Lease Disclosure Sheet, attached hereto as Form 1). A Lease Assignment Agreement may be obtained through a written request made in accordance with the provisions of Section 51 of this MOU. The consent required by this section shall not be unreasonably withheld, conditioned or delayed. When making such requests, the County should allow ample time for the review and approval of the same by the State, the New York State Attorney General, as to form, and the Office of the New York State Comptroller.

In addition, in the event that the County changes its name, but not its federal identification number, the County is required to notify the State and the Occupying Agency of the change within ten (10) business days of the effective date of such change by submitting written notification to the State in accordance with Section 51 of this MOU. The County shall also be responsible for making all necessary changes to its profile in the Statewide Financial System by contacting the Statewide Financial System Vendor Management Unit. The web address for the Statewide Financial System is: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>.

31. BROKERAGE FEES / UNLAWFUL INDUCEMENT

- A. The County warrants that no person or selling agency has been employed or retained by the County to solicit or secure this MOU upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation. The State warrants to the County that it did not consult or negotiate with any broker or finder with regard to the Premises and that no broker, finder or consultant participated with the State in procuring this MOU.

- B. The County, for itself, its agents, employees, and as the case may be, its directors, officers, managers, members or partners (limited or general), represents and warrants to the State, after its due inquiry, and for the express purpose of inducing the State's reliance upon such representation and warrant, that neither the County, its agents, employees, nor, as the case may be, its directors, officers, managers, members or partners (limited or general) has made any payment or given any good, service or other thing of value or made any promise or representation that it will make any future payment or give any good, service or other thing of value, to entice the State to enter into this MOU, and further that upon its due inquiry, neither the County nor any agent, employee or, as the case may be, any director, officer, manager, member or partner (limited or general) has been solicited by any person to give, now or in the future, any good, service, payment or other thing of value for the purpose of securing this MOU, excepting from such solicitation the ethical actions of licensed real estate brokers whose identity has been disclosed in this MOU. The County makes this representation and warranty under penalty of perjury and expressly agrees that a false representation and warranty herein will be deemed to, and will in fact constitute fraud, in the inducement of the State to enter into this MOU.

32. COUNTY'S INTEREST

The County represents that it owns the Demised Premises in fee simple absolute or leases it for a period exceeding the Term, extension, renewal or holdover thereof set forth in Section 2 of this MOU, the Renewal Term, as applicable, or extension thereof. The County shall provide the State with a copy of underlying and ground leases and any amendments thereto, prior to the execution of this MOU by the State and upon request thereafter.

33. ALTERATIONS BY THE STATE

It is understood and agreed by and between the Parties that during the MOU Term, extension, renewal or holdover thereof the State and the Occupying Agency reserve the right to make minor alterations or installations, including, but not limited to, carpeting, security equipment features, data or telephone installations and the installation of related equipment.

34. ALTERATIONS BY THE COUNTY

As to any alterations or improvements, other than those allowed for in Section 33 of this MOU, that may subsequently be required by the Occupying Agency, the County shall provide the State with cost estimates based upon the State's written requirements and/or drawings (concept drawings) for the work to be performed. The County shall provide the written cost estimates to the State within fifteen (15) days after receipt of the State's concept drawings.

Written cost estimates shall be accompanied by an itemized description of the work that shall include the following:

- an itemized description of work elements;
- quantities;
- material unit cost;
- total material unit cost;
- labor unit cost;
- total labor unit cost;
- total material and labor unit cost;
- summary of total material and labor unit cost; and
- architectural and engineering fees and permit fees.

Written cost estimates shall be submitted by the County to the State on the County's letterhead, in accordance with Section 51 of this MOU, and shall be accompanied by satisfactory written substantiation justifying the cost estimates, such as vendor/contractor estimates. The costs shall be competitive, consistent with the costs in an arm's-length transaction, and employ labor at rates that do not exceed the applicable prevailing wage rates.

The total of any additional fees charged by the County and/or any construction manager employed by the County attributable to overhead, profit or management fees shall be limited to the following percentages of the total direct labor and material costs: ten percent (10%) of the first \$10,000.00, five percent (5%) of the next \$90,000.00 and three percent (3%) of any sum in excess of \$100,000.00.

Upon written approval of the cost estimate by the State, the County shall promptly proceed with the subject alterations or improvements. In the event the State does not approve the cost estimate, the State may submit a reduced scope of work to achieve cost savings. In the event the County and the State cannot agree on the cost of the work, the State may contract directly for such work provided, however, that any State-selected contractors shall be subject to the County's reasonable approval, and in no event shall such work involve structural alterations or the modification of building-wide systems. Payment for work performed in accordance with this section shall be made by the Occupying Agency, in compliance with Article 11-A of the New York State Finance Law, upon completion of the work to the satisfaction of the State, and the County's submission of proper invoices to the State. Notwithstanding the foregoing, in the event that this MOU provides an allowance for Occupying Agency work, the cost of work performed pursuant to this section may be deducted from such allowance following the State's approval of invoices for the work, subject to compliance with all other applicable provisions of this section and this MOU.

35. HAZARDOUS MATERIALS

The County represents and warrants, as an inducement to encourage the State's initial and continued tenancy and the Occupying Agency's initial and continued occupation of the Demised Premises, and as a material term of this MOU, that the Demised Premises and the Building are free from hazard,

particularly with reference to the United States Department of Labor, Occupational Safety and Health Administration Standards for permissible exposure limits to hazardous materials including but not limited to asbestos, lead, PCBs, mold, animal droppings and mercury.

The County further represents that, immediately upon the discovery of any hazardous materials within or about the Demised Premises or the Building, the County shall give written notice, in compliance with Section 51 of this MOU, to the State and the Occupying Agency of the existence of such materials, and shall, at its sole cost and expense, take any and all reasonable steps necessary to completely remove said hazardous materials in full compliance with all applicable federal, State, municipal or local laws, rules, or regulations relating to the removal of such hazardous materials.

Notwithstanding any provision of this MOU or any rider or addendum to this MOU, the County agrees that each and every breach of any warranty or representation contained in this section, without regard to any measure of the magnitude of the breach, shall constitute a default under this MOU that shall entitle the State and the Occupying Agency, in addition to all other rights and remedies available to the State or the Occupying Agency, to deduct from the Fixed Rent or other monetary obligation of the State or the Occupying Agency, or to recover by action, all costs, whether direct or indirect, resulting from any cause whatsoever, incurred by the State or the Occupying Agency as a result of such breach.

36. SIGNAGE

The State and the Occupying Agency may post and maintain such signs and notices as reasonably required to inform the public as to their location in the Building, and shall have a right to have their name and other pertinent information on the County's lobby directory board.

37. INSURANCE REQUIREMENTS

The Parties understand that the County is self-insured, and the State shall accept proof of that self-insurance as compliance with this section. In the event that the County is no longer self-insured, however, the County agrees to comply with the requirements of this section and provide proof of such compliance within thirty (30) days of the date that it is no longer self-insured. During the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, the County shall maintain in force, at its sole cost and expense policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

The County shall deliver to the State evidence of the insurance required by this section in a form acceptable to the State. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the State does not, and shall not be construed to, relieve the County of any obligations, responsibilities or liabilities under this MOU.

The County shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof.

General Conditions

A. **Conditions Applicable to Insurance.** All policies of insurance required by this section shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the County are specified below in Paragraph B-Insurance Requirements.
2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in writing by the State, all policies of insurance required by this section shall be written on an occurrence basis.
3. **Certificate of Insurance/Notices.** The County shall provide the State with a Certificate or Certificates of Insurance, in a form satisfactory to the State (i.e., an ACORD certificate), prior to the Commencement Date, and thereafter, pursuant to the timelines set forth in Section A.13. below. Certificates shall reference the MOU number and shall name The New York State Office of General Services, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to the State and in accordance with the New York State Insurance Law (i.e.: an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this MOU;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (Certificate(s) and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

The State has not requested that the County submit copies of its entire insurance policies. The State only requests specific documentation regarding proof of insurance coverage, such as certificates and endorsements. The County is asked to refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, the State and the Occupying Agency shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the State does not constitute proof of compliance with the insurance requirements and does not discharge the County from submitting the insurance documentation required by this section. The State reserves the right to request other proof of insurance, including, but not limited to, policies, and the County agrees to comply with all reasonable requests.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State and the Occupying Agency. Any other insurance maintained by the State or the Occupying Agency shall be excess of and shall not contribute with the County's insurance.
5. **Breach for Lack of Proof of Coverage.** The Term of this MOU shall not commence if the coverage provisions and limits of the policies provided by the County do not meet the provisions and requirements of this section or proof of compliance is not provided to the State. In addition, the failure to comply with the requirements of this section at any time during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, shall be considered a breach of the terms of this MOU and shall allow the State to avail itself of all remedies available under this MOU, at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the State. Such approval shall not be unreasonably withheld, conditioned or delayed. The County shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the County is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
7. **Subcontractors.** Prior to the commencement of any work by a subcontractor, the County shall require such subcontractor to procure policies of insurance that comply with the requirements of this section and maintain the same in force during the term of any work performed by that subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the County prior to the commencement of any work by a subcontractor, pursuant to the timelines set forth in Section A.13., as applicable, and shall be provided to OGS upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.
8. **Waiver of Subrogation.** The County shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the County's right of subrogation against The People of the State of New York, The New York State Office of General Services, The New York State Department of Labor and their officers, agents, and employees, or, if such waiver is unobtainable provide one of the following to the State prior to the Commencement Date of this MOU: (i) an express agreement that such policy shall not be invalidated if the County waives or has waived before the casualty, the right of recovery against The People of the State of New York, The New York State Office of General Services, The New York State Department of Labor and their officers, agents, and employees or (ii) any other form

of permission for the release of The People of the State of New York, The New York State Office of General Services, The New York State Department of Labor and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. **Additional Insured.** The County shall cause to be included in each of the liability policies required below for all work and operations naming as additional insured (via ISO form CG 20 26 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, The New York State Office of General Services, The New York State Department of Labor and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to the State prior to the Commencement Date and pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage is also acceptable. For counties that are self-insured, the County shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the County would have been required to pursuant to this section had the County obtained such insurance policies.
10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request.
11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the County shall provide the State with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the requirements of this section.
12. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the requirements of this section shall be delivered to the State. If, at any time during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this section, or proof thereof is not provided to the State, the State and the Occupying Agency shall have the right to avail themselves of all remedies available under this MOU, at law or in equity.
13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the State after renewal or upon request. This requirement means that the County shall provide the applicable insurance document to the State as soon as possible but in no event later than the following time periods:

- For certificates of insurance: five (5) business days from request or renewal;
- For information on self-insurance or self-retention programs: fifteen (15) calendar days from request or renewal;
- For other requested documentation evidencing coverage: fifteen (15) calendar days from request or renewal;
- For additional insured and waiver of subrogation endorsements: thirty (30) calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five (5) business days from request or renewal.

Notwithstanding the foregoing, if the County shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the State, the State shall extend the time periods set forth above for a reasonable period, that shall in no event exceed thirty (30) calendar days from request or renewal, whichever is later.

B. **Insurance Requirements:** The County shall, at its own expense, obtain and maintain in full force and effect during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, the following insurance with limits not less than those described below, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than \$5,000,000 each occurrence	Prior to the Commencement Date, upon renewal and upon request.
General Aggregate	\$10,000,000	
Products - Completed Operations Aggregate	\$5,000,000	
Personal and Advertising Injury	\$1,000,000	
Damage to Rented Premises	\$50,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	Not less than \$1,000,000 each occurrence	
Commercial Property Insurance	Not less than the Full Insurable Value	

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, bodily injury, property damage and broad form contractual liability coverage, personal & advertising injury cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;

- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this MOU; and
- Cross liability for additional insureds.

If at any time during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, the County conducts operations at more than one location, the policy shall contain an endorsement to the effect that the general aggregate limit in the policy shall apply separately to each location operated by the County.

2. **Comprehensive Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of automobiles used in connection with performance under this MOU, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. If performance under this MOU shall require the removal of hazardous waste from the Building or the Demised Premises or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

In the event that the County does not own, lease or hire any automobiles used in connection with performance under this MOU, the County does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the County does not own, lease or hire any automobiles used in connection with performance under this MOU on a form provided by the State. If, however, during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, the County acquires, leases or hires any automobiles that will be used in connection with performance under this MOU, the County must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to the State within ten (10) days following the date the coverage is bound.

3. **Commercial Property Insurance:** Such insurance shall cover the Demised Premises in an amount not less than the Full Insurable Value of the Demised Premises covering, at a minimum, the perils insured under the ISO Special Causes of Loss Form CP 10 30, or the equivalent, including coverage for loss caused by enforcement of ordinances or laws to the extent it is commercially available. Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

The Occupying Agency shall receive a copy of all submissions made to the State in compliance with this section at the following address: Assistant Director of Finance, Business Services, The New York State Department of Labor, W. Averell Harriman State Office Campus, Building 12, Albany, New York 12240.

38. WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE

The Parties understand that the County is self-insured, and the State shall accept proof of that self-insurance as compliance with this section. In the event that the County is no longer self-insured, however, the County agrees to comply with the requirements of this section and provide proof of

such compliance within thirty (30) days of the date that it is no longer self-insured.

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for contracts, permits or licenses have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the contract, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this MOU.** Therefore, prior to the Commissioner executing this MOU, the County must submit proof to the State that it has workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Breach for lack of proof of coverage: The Term of this MOU shall not commence if the coverage provisions and limits of the policies provided by the County do not meet the provisions and requirements of the New York State Workers' Compensation Law or proof of compliance is not provided to the State. In addition, the failure to comply with the requirements of this section at any time during the Term of this MOU, the Renewal Term, if applicable, and any extension or holdover thereof, shall be considered a breach of the terms of this MOU and shall allow the State to avail itself of all remedies available under this MOU, at law or in equity.

Prior to the commencement of any work by a subcontractor, the County shall require such subcontractor to comply with the requirements of this section and maintain the same during the term of any work performed by that subcontractor.

Proof of Compliance with the Workers' Compensation Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, the County shall provide one of the following forms to the State prior to execution of this MOU by the Commissioner:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);
- B) Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to the State by the County's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, it will provide Form U-26.3 to the State upon request;
- C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the County's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, the County shall provide one of the following forms to the State prior to execution of this MOU by the Commissioner:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.businessexpress.ny.gov);
- B) Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to the State by the County's insurance carrier upon request; or
- C) Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

Proof of compliance shall be submitted to The New York State Office of General Services, Director, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242. The Occupying Agency shall receive a copy of all submissions made to the State in compliance with this section at the following address: Assistant Director of Finance, Business Services, The New York State Department of Labor, W. Averell Harriman State Office Campus, Building 12, Albany, New York 12240. The County shall notify The New York State Office of General Services, Director, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 at least thirty (30) days prior to material change or cancellation of such coverage.

39. AUTOMATED EXTERNAL DEFIBRILLATORS

The County covenants and agrees to cooperate with the State and the Occupying Agency with regard to the installation of Automated External Defibrillators (AEDs) within the Demised Premises that comply with all applicable laws, rules, regulations and orders, at the Occupying Agency's expense.

40. FIRE EXTINGUISHERS

The County, at its own cost and expense, shall provide, test and maintain, the fire extinguishers in the Premises and elsewhere throughout the Building. The types of extinguishers provided and their locations, testing and maintenance shall, at all times during the MOU Term, comply with the standards of the Occupational Safety and Health Administration of the United States Department of Labor, as such standards are contained in Title 29 of the Code of Federal Regulations at Section 1910.157, as the same shall be amended from time to time, unless State statutes or local ordinances impose stricter requirements, in which event the County shall comply with the strictest requirements. All fire extinguisher installations shall be done in compliance with the New York State Uniform Fire Prevention and Building Code and the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG").

41. REDECORATION - INTENTIONALLY DELETED

42. GENERAL PROVISION AS TO REMEDIES

- a. The County, State and the Occupying Agency may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another.
- b. A single or partial exercise of a right or remedy by the County, State and/or the Occupying Agency shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time.
- c. No delay or omission in exercising a right or remedy by the County, State and/or the Occupying Agency shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default.
- d. No waiver of an event of default by the County or the State shall extend to or affect any other event of default or impair any right or remedy with respect to an event of default.
- e. No action (including the payment or acceptance of Fixed Rent or additional rent) or inaction shall constitute a waiver of an event of default.
- f. No waiver of any event of default shall be effective, unless it is in writing.
- g. The payment of Fixed Rent or additional rent shall not be construed as a waiver of any claim the State or the Occupying Agency may have against the County.
- h. The rights and remedies granted hereunder are cumulative, and are not in lieu of, but are in addition to, and shall not be affected by the exercise of any other remedy or right now or hereafter existing at law or in equity.
- i. The New York State Court of Claims Act (McKinney's Consolidated Laws of New York) sets forth the exclusive jurisdiction of the New York State Court of Claims to render judgment of such sums as should be paid by the State. Nothing herein shall be interpreted or construed to limit, waive or nullify the rights of the State existing by virtue of its sovereign status.

43. WORK LETTER - INTENTIONALLY DELETED

44. COUNTY'S CONSENT

Whenever the County's consent is required under any provisions of this MOU such consent shall not be unreasonably withheld, conditioned or delayed.

45. SECTIONAL HEADINGS

The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as a part of this MOU or as a limitation of the scope of the particular section to which they refer.

46. BINDING EFFECT

This MOU shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this MOU shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this MOU until it (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by the Office of the New York State Comptroller; and (iv) has actually been delivered by the State to the County. This MOU may be executed in counterparts, and each counterpart constitutes an original document, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

47. INTERPRETATION

- a. A provision of this MOU that requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this MOU that prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.
- b. Each Party shall be deemed to be required to perform each of its obligations under this MOU at its own expense, except to the extent, if any, that this MOU specifies otherwise.
- c. This MOU shall be governed by the laws of the State of New York.
- d. All prior agreements of the Parties are merged into this MOU and neither Party is relying upon prior statements or representations.
- e. If any provision of this MOU shall be invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.
- f. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.
- g. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this MOU, refer to this MOU.
- h. Unless otherwise specifically set forth herein, the term "day" shall refer to a calendar day, including Saturdays, Sundays and State Legal Holidays, as that term is defined in Section 13 of this MOU.

48. REMOVAL OF PERSONAL PROPERTY

Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, owned or installed by the State or the Occupying Agency are and shall remain the property of the State or the Occupying Agency, and may be removed by them at any time during the MOU Term, Renewal Term, or any extension or holdover thereof, but the State or the Occupying Agency shall not be required to remove them at the end of the MOU Term, Renewal Term, or any extension or holdover thereof unless they so elect, provided that if such business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, and water coolers are removed, the cost of repairing any damage to the Building arising from such removal shall be paid by the Occupying Agency.

49. NO DEVIATIONS

The Commissioner or her designees are the only individuals on behalf of the State authorized to allow any deviations from the provisions of this MOU, including substitutions for, or additions to, items of construction or alterations, or to commit the State in any way, and the Occupying Agency is not designated for this purpose. All requests for deviations from the provisions of this MOU shall be made to the State in compliance with the notice provisions contained in Section 51 of this MOU.

50. MERGER

This MOU and the appendix, exhibit(s) and schedule(s) attached hereto constitute the entire agreement of the Parties on the subject matter hereof. No representations or promises have been made with respect to the Demised Premises other than those contained herein or as may be contained in any rider, schedule, appendix or exhibit attached to, and made a part of, this MOU. The County agrees that no representations or warranties shall be binding upon the State unless expressed in writing in this MOU. This MOU may not be changed or canceled orally. Unless otherwise allowed for in this MOU, all modifications to this MOU shall not be effective until the same are memorialized in a Memorandum of Understanding Modification Agreement that (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by the Office of the New York State Comptroller; and (iv) has actually been delivered by the State to the County.

51. NOTICE

Any notice by the State to the County shall be deemed to be duly given if mailed by certified mail, addressed to the County at the following address: County of Saratoga, 40 McMaster Street, Ballston Spa, New York 12020. Any notice by the County to the State shall be deemed to be duly given if mailed by certified mail addressed to The New York State Office of General Services, Director, Lease Management, Division of Real Estate, Leasing Services, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242 with an informational copy to the Occupying Agency sent by certified mail to: Assistant Director of Finance, Business Services, The New York State Department of Labor, W. Averell Harriman State Office Campus, Building 12, Albany, New York 12240.

The County, State and the Occupying Agency shall notify each other of all changes in the above-referenced addresses within ten (10) business days of the effective date of such change.

52. REQUIREMENTS/FEDERAL CERTIFICATIONS

The funding for this MOU is provided by the United States Department of Labor, which requires the following:

- a. Certification regarding debarment, suspension, ineligibility and voluntary exclusion:

The County certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- b. Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, and Cooperative Agreements:

By signing this MOU, the County certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of the facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

c. Drug Free Workplace:

By signing this MOU, the County certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 Code of Federal Regulations Section 98.630, Appendix C, pertaining to the Drug Free Workplace.

d. Nondiscrimination & Equal Opportunity Assurance:

As a condition of entering into this MOU with the State, on behalf of the New York State Department of Labor, and in accordance with Title I of the Workforce Investment Act, the County assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

- 2) Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

It is further agreed that the County assures that it will comply with 29 Code of Federal Regulations Part 37 and all other regulations implementing the laws listed above. The County understands that the United States has the right to seek judicial enforcement of this assurance.

e. Prevailing Wage:

In relation to all work performed by laborers, workmen, or mechanics involving alteration, renovation, reconstruction, repair, rehabilitation, construction, or demolition performed on behalf of a public agency (entity) under this MOU, or in relation to all building service work as defined in Article 9 of the New York State Labor Law, performed on behalf of a public agency (entity) under this MOU, the County shall abide by the provisions of Articles 8 and/or 9 of the New York State Labor Law. The County agrees that the wages to be paid to any building service employee (including, but not limited to, watchmen, guards, doormen, building cleaners, porters, janitors, gardeners, groundskeepers, stationary firemen, elevator operators and starters, window cleaners and occupations relating to the collection of garbage or refuse and to the transportation of office furniture and equipment, and the transportation and delivery of fossil fuel), or to any worker, laborer, or mechanic, shall not be less than the prevailing wage for the locality in which the work is to be performed. The schedules of wages required to be paid to the various classes of service employees, workers, laborers, or mechanics for the work to be performed pursuant to this MOU at the present time can be found at

<https://apps.labor.ny.gov/wpp/publicViewPWChanges.do?method=showIt> (Article 8) and

<https://apps.labor.ny.gov/wpp/publicViewPWChangesArt9.do?method=showIt> (Article 9). The County is responsible for obtaining updated schedules as they are published annually by the New York State Department of Labor. The County shall pay each service employee, worker, laborer, or mechanic performing work pursuant to this MOU not less than the wage specified for the craft, trade or occupation in such schedule either through the payment of such wages or through the furnishing of any equivalent combinations of fringe benefits or equivalent or differential payments in cash under the rules and regulations established by the Commissioner of the New York State Department of Labor. The County shall comply with all reporting, filing, retention and other requirements set forth in Articles 8 and/or 9 of the New York State Labor Law.

53. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS

The County shall comply with the provisions of the New York State Information Security Breach and Notification Act (New York State General Business Law Section 899-aa and New York State Technology Law Section 208) and General Business Law Section 899-bb.

54. PRIOR CONTRACT / CANCELLATION

Upon the Commencement Date, as that term is defined in Section 2 of this MOU, this MOU cancels, terminates and supersedes the Office of the New York State Comptroller's Contract No. L002190 dated June 27, 2017 (hereinafter referred to as the "Prior MOU"). In the event rent has been paid under the Prior MOU (or as a holdover under the Prior MOU) that is attributable to the MOU Term set forth herein, the Occupying Agency shall receive a full credit for such payments to be applied to Fixed Rent otherwise due hereunder.

55. ENCOURAGING USE OF NEW YORK STATE BUSINESSES

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, parties to agreements with the State are strongly encouraged and expected to consider New York State businesses, including small, minority- and women-owned business enterprises, in the fulfillment of the requirements of such agreements. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

State agencies are also strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the County and its New York State business partners. New York State businesses will promote the County's optimal performance under this MOU.

The State encourages parties to agreements with the State to provide maximum assistance to New York State businesses in their use of State contracts. The potential participation by all kinds of New York State businesses will deliver great value to the State and its taxpayers.

56. VENDOR RESPONSIBILITY

The Parties agree that the County is not subject to the State's traditional vendor responsibility requirements, but OGS must still conduct a review of any prospective contractor to provide reasonable assurance that the contractor is responsive and responsible.

The Governmental Entity Lease Disclosure Sheet, attached to this MOU as Form 1, is designed to provide information to assess a contractor's responsibility to conduct business in New York State based upon its financial and organizational capacity, legal authority, business integrity and past performance history.

In addition, in the event that this MOU is transferred to a private entity, the County agrees to assist the State in obtaining a fully and accurately completed NYS Vendor Responsibility Questionnaire (VRQ), which can be found on the Office of the New York State Comptroller's website at <http://www.osc.state.ny.us/vendrep/index.htm>, or requested from the State in accordance with Section 51 of this MOU, and a Building Fact Sheet, which must be requested from the State in accordance with Section 51 of this MOU, from

the new entity prior to the approval of such a transfer by the Commissioner, or her designee. The County acknowledges that the State's approval of such a transfer will be contingent upon the State's determination that the new entity is responsible, and that the State will be relying upon the entity's responses to these documents when making its responsibility determination.

In order to assist the State in determining the responsibility of a contractor prior to the award of a contract, the contractor must complete and certify the VRQ prior to the date of execution of the contract and, thereafter, the contractor is under the obligation to update the information provided in the VRQ when there is a material change to the responses or upon request of the State, Occupying Agency or the Office of the New York State Comptroller. Any subsequent contractor should visit the Office of the New York State Comptroller website to become familiar with all of the requirements of the VRQ in order to accurately complete it or may request information on the requirements from the State.

In addition, any subsequent contractor must complete the Building Fact Sheet prior to the approval of a transfer of this MOU and, thereafter, the contractor is under the obligation to update the information provided in the Building Fact Sheet when there is a material change to the responses or upon request of the State, the Occupying Agency or the Office of the New York State Comptroller.

The County agrees that if it enters into this MOU with the State, it shall at all times during the MOU Term remain responsible. The County agrees, if requested by the Commissioner, or her designee, to present evidence of its continuing legal authority to do business in New York State and its business integrity, legal authority, experience, ability, prior performance and organizational and financial capacity.

57. FORCE MAJEURE

For purposes of this MOU, "Force Majeure" shall mean an event or effect that cannot be reasonably anticipated or controlled. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, viruses, pandemics, unexpected and unavoidable governmental action or other similar causes beyond the control of the County, the State or the Occupying Agency in the performance of the terms of this MOU which non-performance, by exercise of reasonable diligence, cannot be prevented but shall expressly exclude the inability of the County, the State or the Occupying Agency to comply with any payment obligations under this MOU, such as, by way of example only, the obligation to pay Fixed Rent hereunder.

58. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of the economic activity such businesses offer in New York State, parties to agreements with the State are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of this MOU. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this MOU, the State conducted a comprehensive search and determined that this MOU does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the County. Nevertheless, the County is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on this MOU for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

The County is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on this MOU.

59. COUNTY REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (hereinafter collectively referred to as the "MWBE Regulations"), OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (hereinafter referred to as the "MWBEs") and the employment of minority group members and women in the performance of MOUs entered into by the State.

II. General Provisions

A. OGS is required to implement the provisions of the MWBE Regulations for all State Contracts as defined therein with a value (1) in excess of \$25,000.00 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000.00 for real property renovations and construction.

B. The County agrees, in addition to any other nondiscrimination provision of the MOU and at no additional cost to the State, to fully comply and cooperate with the State in the implementation of the MWBE Regulations. These requirements include equal employment opportunities for minority group members and women (hereinafter referred to as "EEO") and contracting opportunities for MWBEs. The County's demonstration of "Good Faith Efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (hereinafter referred to as the "Human Rights Law") or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, default under this MOU, withholding of funds, liquidated damages pursuant to Clause X of this section, if applicable, and/or such other actions or enforcement proceedings as allowed by this MOU and applicable law.

III. Equal Employment Opportunities

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all counties, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of

the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (hereinafter referred to as the "EEO Work") except where the EEO Work is for the beneficial use of the County.

1. Counties and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, equal employment opportunities shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from this MOU; or (ii) employment outside New York State.

2. By entering into this MOU, the County certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is the County EEO policy. In addition, the County agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A, attached hereto and made a part hereof.

B. Form EEO 100 - Staffing Plan

To ensure compliance with this section, the County agrees to submit, or has submitted with its Request for Information (hereinafter referred to as the "RFI") response, a staffing plan on Form EEO 100 to the State to document the composition of the proposed workforce to be utilized in the performance of this MOU by the specified categories listed, including ethnic background, gender, and federal occupational categories.

1. New York State Contract System Workforce Utilization Reporting Module Leases/Licenses/Permits or Other Transfers of Interests in Real Property. Under New York State Executive Law 15-A, certain MOUs have Workforce Utilization Reporting (hereinafter referred to as the "Workforce Audit") requirements which measure the utilization of minorities and women by counties and subcontractors on these MOUs. Counties and subcontractors performing work on MOUs above the legal threshold of \$100,000.00 for construction and \$25,000.00 for services and commodities, are now required to submit Workforce Audits electronically in the New York State Contract System (hereinafter referred to as the "NYSCS") through the Workforce Audit Module found at the following website: <https://ny.newnycontracts.com> on a quarterly basis during the Term, the Renewal Term, if applicable, or any holdover or extension thereof, by the 10th day of April, July, October, and January, and shall submit/report for it, and each of its subcontractors, the actual workforce utilized in the performance of this MOU by the specified categories listed including ethnic background, gender, and federal occupational categories. In the event that the County does not have access to the NYSCS and is having difficulty complying with the requirements of this subsection, the EEO- 101 Form, a sample of which is attached to this MOU as Exhibit 7, may be submitted in accordance with the directions provided therein.

2. Separate audits shall be completed by the County and all subcontractors.

3. In limited instances, the County or subcontractor may not be able to separate out the workforce utilized in the performance of this MOU from its total workforce. When a separation can be made, the County or subcontractor shall submit the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on this MOU. When the workforce to be utilized on this MOU cannot be separated

out from the County's or subcontractor's total workforce, the County or subcontractor shall submit the Workforce Audit and indicate that the information provided is the County's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under this MOU.

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

IV. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at 855-373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/mwbe/forms>.

IV. Memorandum of Understanding Goals

A. For purposes of this MOU, the State conducted a comprehensive search and determined that this MOU does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to the County. The County is, however, encouraged to make every Good Faith Effort, as outlined in Section IV. B of this clause, to promote and assist the participation of MWBEs on this MOU for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. Additionally, following execution of this MOU, the County is encouraged to contact the New York State ESD's Division of Minority and Women's Business Development (518-292-5250; 212-803-2414; or 716-846-8200) to discuss additional methods of maximizing participation by MWBEs on this MOU.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of Good Faith Efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the County solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the ESD's MWBE directory that were solicited for this MOU. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of this MOU made available to certified MWBEs by the County when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the County and certified MWBEs for the purposes of complying with the MWBE goals of this MOU.

5. Dates of any pre-RFI response, pre-award, or other meetings attended by the County, if any, scheduled by the State with certified MWBEs whom the State determined were capable of fulfilling the MWBE goals set in this MOU.

6. Other information deemed relevant to the request.

60. APPENDIX, EXHIBITS, FORM AND SCHEDULE

The following appendix, exhibits and schedule are being attached and made part of this MOU:

Appendix A	Standard Clauses for New York State Contracts
Exhibit 1	OGS Drawing No. SA06-FL01-37042, dated 1/10/23(Section 1)
Exhibit 2	OGS Material Specifications for Leased Facilities (Section 11)
Exhibit 3	Executive Order 22 (Sections 11, 12, 16, 17, 62, 63 and Schedule A)
Exhibit 4	Request for Memorandum of Understanding Compliance Service(s) (Section 19)
Exhibit 5	Sample Lease Assignment Agreement (Section 30)
Exhibit 6	Substitute W-9 Form (Section 30)
Exhibit 7	Sample Workforce Audit
Form 1	Governmental Entity Lease Disclosure Sheet (Section 30)
Schedule A	Janitorial Service Specifications (Section 16)

In the event of a conflict between the terms of this MOU and the exhibits, schedules and form hereto, the terms of this MOU shall control. In the event of a conflict between the terms of this MOU (including the exhibits, schedule and form) and Appendix A hereto, the terms of Appendix A shall control.

61. APPENDIX A

The Parties acknowledge and agree that the terms and provisions of Appendix A, Standard Clauses for New York State Contracts, attached hereto and forming a part of this MOU, shall be incorporated herein and constitute fully effective and binding obligations upon the Parties.

62. REDUCING WASTE

Pursuant to Executive Order 22, which is annexed hereto as Exhibit 3, the County shall identify all instances where single-use plastics are used in the common areas of the Building, the Demised Premises or in performance of its obligations pursuant to this MOU and create a plan to eliminate their use in all circumstances where doing so will not endanger employee or public health and safety. In addition, Executive Order 22 prohibits the expenditure of State funds for the purchase of bottled water. The County acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with the State and the Occupying Agency in their implementation.

63. REDUCING GREEN HOUSE EMISSIONS/CLIMATE CHANGE/OPEN SPACE

Executive Order No. 22, which is annexed hereto as Exhibit 3, provides requirements and prohibitions pertaining to a variety of matters, including but not limited to, the avoidance of the use of backup emergency diesel generators where practicable, the design and build out of projects to account for the climate change that may occur over the lifespan of the project including incorporating climate projections and adaptation strategies in upfront design and expected operations and management, and consideration of the preservation of open space as a strategy for climate risk mitigation in new and existing construction. The County acknowledges an understanding of

the requirements of EO-22 and pledges to cooperate with the State and the Occupying Agency in their implementation.

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DRAFT

Contract Number _____

Thomas P. DiNapoli
New York State Comptroller

By: _____

Date: _____

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and Through the
Commissioner of General Services

By: _____
Kristi Geddis
Director, Lease Management
Division of Real Estate
Leasing Services

APPROVED AS TO FORM
Letitia A. James
Attorney General

By: _____

Approved:
Assistant Attorney General

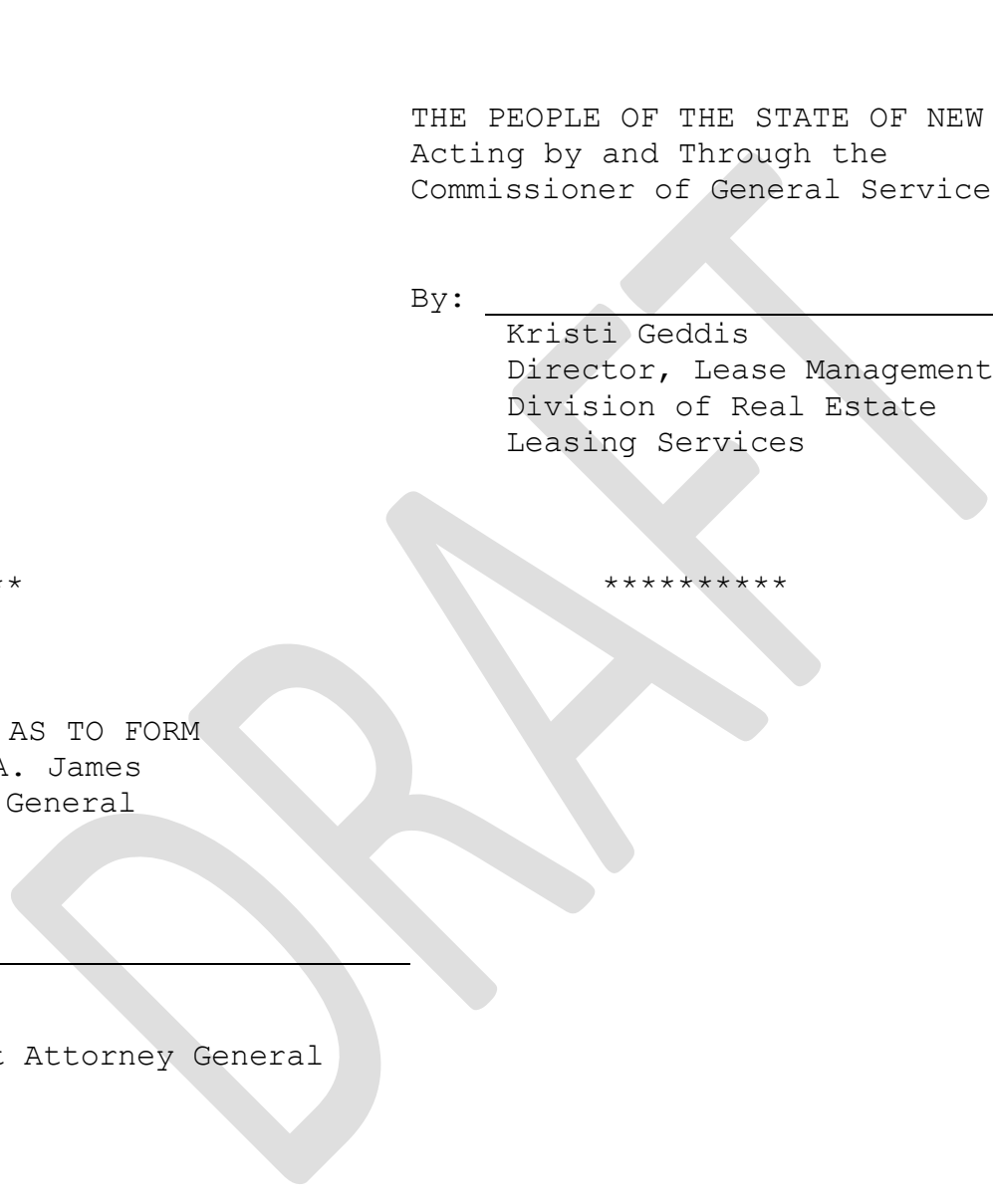


EXHIBIT NO. 3

No. 22

EXECUTIVE ORDER

Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program

WHEREAS, the State of New York (“NYS” or “State”) is dedicated to the pursuit of environmental quality, sound public health, economic prosperity, and social well-being; and

WHEREAS, the use and disposal of materials, and the generation and use of energy, can have significant adverse impacts on environmental quality, public health and the climate; and

WHEREAS, the State's policies include conserving, improving, and protecting natural resources and the environment; preventing water, air, and land pollution; and enhancing the health, safety, and welfare of State residents and their overall economic and social well-being; and

WHEREAS, it is the State's policy to promote cost-effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution, and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste and reusing and recycling materials; and

WHEREAS, the State's policies to advance environmental justice include improving the environment in communities, specifically minority and low-income communities, and addressing disproportionate adverse environmental impacts that may exist in those communities; and

WHEREAS, the State's procurement of commodities, services, and technology can be enhanced through State agency and public authority choices that minimize the negative environmental and health impacts of their operations; and

WHEREAS, State government can and should continue to lead in environmental stewardship through the use of green procurement and sustainable management practices; and

WHEREAS, State facilities and property can serve as testbeds for the deployment of clean energy projects and new technologies to scale, thereby accelerating widespread adoption of clean energy projects and technologies in the public and private sectors; and

WHEREAS, on July 18, 2019, the State enacted the Climate Leadership and Community Protection Act (the “Climate Act”), the most ambitious climate legislation in the United States. The Climate Act established a Climate Action Council charged with developing a plan to reduce greenhouse gas emissions in every sector of the State's economy; and

WHEREAS, Section 7 of the Climate Act addresses climate change actions by NYS agencies, and specifically that Section 7.1 states that NYS agencies shall assess and implement strategies to reduce their greenhouse gas emissions; and

WHEREAS, Section 7.3 of the Climate Act also directs all State agencies, offices, authorities, and divisions to prioritize reductions of greenhouse gas emissions and co-pollutants in Disadvantaged Communities as identified pursuant to Subdivision 5 of Section 75-0101 of the Environmental Conservation Law (“ECL”); and

WHEREAS, the State has already committed to meet 100 percent of its Office of General Services (“OGS”)-managed State agency facility electricity demand in New York City with renewable energy by 2025.

NOW, THEREFORE, I, KATHY HOCHUL, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

I. Definitions

- A. “Affected Entities” shall mean any agency or department over which the Governor has executive authority, including all offices and divisions thereof, as well as all public authorities for which the Governor appoints the Chair, the Chief Executive, or the majority of board members, including

all offices and divisions thereof, except for the Port Authority of New York and New Jersey. This shall include the State University of New York and the City University of New York. Refer to the list presented in Exhibit A.

- B. “BuildSmart 2025” shall mean the collective effort by Affected Entities to reduce site energy use by 11 trillion British Thermal Units by 2025 from a 2015 baseline.
- C. “Disadvantaged Communities” shall mean communities that bear burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate- income households, as identified pursuant to ECL § 75-0111.
- D. “Light-duty vehicles” shall mean vehicles equal or less than 10,000 pounds gross weight.
- E. “Medium- and heavy-duty vehicles” shall mean more than 10,000 pounds gross weight.
- F. “New construction” shall mean the construction of a new building that is occupied during all four seasons and is 5,000 square feet or larger.
- G. “Qualifying Tier” shall mean any tier of the New York State Public Service Commission’s Clean Energy Standard (Case 15-E-0302) (“CES”) that is designed to incentivize the delivery of additional, incremental clean energy to New York State or a specific location within New York State, which as of the date of this Executive Order includes Tier 1, Offshore Wind and Tier 4 but not Tier 2 or Zero-Emission Credits.

II. GreenNY Council

- A. There is hereby established the GreenNY Council (the "Council"). The Council shall be comprised of the Director of the Division of the Budget (“DOB”); the Commissioner of the Office of General Services; the Commissioner of the Department of Environmental Conservation (“DEC”); the Commissioner of the Department of Health; the Commissioner of Economic Development; the Commissioner of Transportation; the Commissioner of the Office of Parks, Recreation, and Historic Preservation; the President of the Environmental Facilities Corporation; the President of the New York State Energy Research and Development Authority (“NYSERDA”); the President of the New York Power Authority (“NYPA”); the President of the Dormitory Authority of the State of New York; and the Chief Executive Officer of the Metropolitan Transportation Authority.
- B. The Council shall be the primary body responsible for implementing this Order.
- C. Members of the Council may designate a staff member, and an alternate, to represent them and participate on the Council on their behalf.
- D. The Council shall be led and co-chaired by the Commissioner of OGS, the Commissioner of DEC, the Director of DOB, the President of NYSERDA, and the President of NYPA, or their designees. The day-to-day work of the Council shall be performed by executive and program staff of these leadership agencies and authorities, in consultation with any other agency or authority staff that participate in Council work.
- E. The Office of Information Technology Services shall support the Council’s performance of its responsibilities under this Order.
- F. The Council shall meet as needed, but no less than quarterly, to conduct public business. A majority of the members of the Council (or their designees), shall constitute a quorum, and all actions and recommendations of the Council shall require approval by a majority of the total members of the Council.
- G. The Council may form advisory subcommittees or workgroups, both standing and ad hoc, as the Council sees fit, made up of executive and program staff, to provide advice and assistance to the Council regarding matters assigned to such subcommittees or workgroups by the Council.

III. Training, Staff, and Support

- A. Each Affected Entity shall, no later than 30 days from the issuance of this Order, assign an employee to serve as its Sustainability Coordinator. Sustainability Coordinators shall be given management support and provided with the necessary resources to enable the Affected Entity to comply with this Order. Sustainability Coordinators shall serve as the Affected Entity’s liaison to the Council.
 - 1. Affected Entities are encouraged to create a Sustainability Team in-house to support the work of the Council. This Sustainability Team should be comprised of appropriate staff

involved in identifying, approving, and implementing sustainability or energy projects, and environmental justice matters. The Sustainability Team should include an executive sponsor at the Deputy or Associate Commissioner, or Vice President level or equivalent.

- B. The Council shall design and implement training and outreach programs for Sustainability Coordinators and other Affected Entity staff that participate in Council work to assist with carrying out the requirements of this Order.

IV. Reporting

- A. All Affected Entities shall furnish such information and assistance as the Council determines is reasonably necessary to accomplish its purposes. All Affected Entities shall share data in the most efficient manner identified by the Council for purposes of informing any progress reports, and the Council shall follow applicable NYS Data Governance procedures regarding any interagency data sharing or collection.
- B. NYPA shall provide Affected Entities with access to the New York Energy Manager (“NYEM”), with necessary technical support, at cost. NYEM shall serve as the system of record for all energy data from covered facilities. All Affected Entities shall ensure that their energy data is entered into the NYEM system. The Council shall leverage this data to develop a GHG baseline for Affected Entity operations.
- C. The Council shall develop an annual survey to gather information from Affected Entities regarding:
 - 1. The progress each Affected Entity has made toward achieving the directives, targets and goals provided for or established pursuant to this Order;
 - 2. The effectiveness and usage of the procurement specifications;
 - 3. Efforts the Affected Entity has undertaken to advance environmental justice; and
 - 4. The specific sustainability and energy efficiency projects that have been implemented and the effectiveness of such programs in meeting the targets, goals, and other requirements of this Order.
- D. Affected Entities shall submit each year on or before a date as the Council may direct, a completed survey in the form and containing the information specified by the Council
- E. The Council, during the month of September in the year following the issuance of this Order, and each year thereafter, shall submit a progress report to the Governor, which shall compile the information submitted by Affected Entities pursuant to this Order and report on progress made on the implementation of this Order. Such progress report shall be published on a website established by the Council.

V. Exemptions

- A. Exemptions from any of the specific targets, goals, or other requirements under this Order may be granted by the Council co-chairs, provided, however, that any exemptions to Section VII.A of this Order may only be granted by the President of NYSERDA in consultation with the Chief Executive Officer of the New York State Department of Public Service (“DPS”) and Director of Budget.
- B. Affected Entities may request such an exemption from Council co-chairs and must justify such request based upon the Affected Entity’s particular circumstances or as set forth in this Order.

VI. Buying and Operating Green

- A. The Council shall develop and issue sustainable procurement specifications (procurement specifications) for use by Affected Entities in the procurement of commodities, services, and technology, or where applicable, in the development of new public works solicitations and contracts.

Any procurement specifications developed, approved, or issued by the Interagency Committee on Sustainability and Green Procurement under Executive Order 4, issued on April 24, 2008, shall carry forward in full effect as if issued by the Council until modified by the Council.
- B. In developing the procurement specifications, the Council shall consider the following factors:
 - 1. Protection of public health and the environment, including vulnerable populations and residents in Disadvantaged Communities;

2. Avoidance of hazards from the use or release of toxic substances;
 3. Pollution reduction and prevention;
 4. Sustainable resource management and use, and sustainable manufacturing and production processes;
 5. Low impact development and climate resilient design practices, and standards and priorities for entities providing construction, engineering, and other similar services;
 6. Reduction of greenhouse gas emissions;
 7. The use of renewable and zero-emission resources, remanufactured components, and reused or recycled content;
 8. Waste reduction, materials reuse, recyclability, and compostability;
 9. Water conservation;
 10. Quality, durability and utility of the item of procurement;
 11. Minimizing adverse impacts throughout a commodity's or technology's life cycle (i.e., as identified by life-cycle assessment or other supply-chain impacts);
 12. Cost;
 13. Extended producer responsibility; and
 14. Legal and regulatory requirements applicable to the use and procurement of commodities, services, and technology, or where applicable, the procurement of public works.
- C. Affected Entities shall follow the GreenNY procurement specifications approved by the Council when procuring under existing contracts or when developing new solicitations and contracts for the procurement of commodities, services, and technology, or where applicable, in the development of new public works solicitations and contracts.
- D. Where an Affected Entity determines: (1) that such commodities, services, or technology set forth in an approved GreenNY procurement specification will not meet required form, function or utility; (2) the cost of the commodities, services or technology set forth in an approved GreenNY procurement specification is not competitive; or (3) there is a compelling public health or safety reason not to purchase such commodities, services or technology set forth in an approved GreenNY procurement specification, the Affected Entity may seek an exemption from the Council for its particular circumstances pursuant to Section V of this Order.
- E. The Council may issue green operational directives (“Operational Directives”) in a form substantially similar to its procurement specifications. In developing the Operational Directives, the Council shall consider the 13 factors set forth in Section VI.B above.
- F. The Council shall provide Affected Entities with a description of projects, programs and services that can be leveraged to implement the requirements of this Order.
- G. Affected Entities shall follow the Council’s Operational Directives when conducting the Affected Entity’s operations on real property and facilities under the Affected Entity’s jurisdiction.
- H. The Council shall work with the preferred sources and Minority and Woman Owned Business Enterprises and Service-Disabled Veteran Owned Businesses in order to increase awareness of the GreenNY procurement specifications.
- I. The Council shall develop a baseline for sustainable purchasing by affected entities and issue targets to achieve greater compliance.

VII. Reducing Greenhouse Gas Emissions

- A. By 2030 and thereafter, subject to available supply, 100% of the electricity used by Affected Entities for their own operations, except electricity needed to support the generation of electricity by an Affected Entity in accordance with its enabling authority, shall come from energy systems that are eligible under the CES (“Eligible Systems”) as part of an all-of-government approach to meet the goals of the Climate Act in a cost-effective manner.
1. Each Affected Entity shall first count the amount of clean energy generated by Eligible Systems across the State that the Affected Entity pays for in its electricity bills or otherwise towards compliance with CES, based on calculations provided by NYSERDA. Affected Entities shall provide information requested by NYSERDA to

perform the applicable calculations, including load data, CES compliance payments, and any other necessary information.

2. For the remainder of its electricity usage, each Affected Entity shall next be required to demonstrate meeting this obligation, where feasible, through the use of on- or off-site Eligible Systems providing energy dedicated to the Affected Entity's operations.
 3. For the portion of electricity that cannot be served by such Eligible Systems, each Affected Entity shall, in consultation and agreement with NYSERDA and DPS, procure renewable energy certificates ("RECs") qualified under a Qualifying Tier of the CES.
 4. NYSERDA and DPS shall establish further detailed guidelines and requirements with respect to how each Affected Entity shall comply, and report compliance, with this Section VII(A) of this Executive Order.
 5. The Council will monitor progress towards this requirement, and NYSERDA and DPS will make adjustments to this obligation as needed based on statewide progress towards Climate Act mandates.
- B. To the fullest extent feasible, beginning January 1, 2024, all new construction submitted for permitting by Affected Entities shall avoid infrastructure, building systems or equipment that can be used for the combustion of fossil fuels, excluding the necessary use for backup emergency generation and process loads, provided that Affected Entities shall avoid the use of backup emergency diesel generators where practicable. This shall not affect the continued operation and maintenance of State or Affected Entity owned or operated electric generating facilities. The Council will monitor progress towards this goal.
- C. Affected Entities shall achieve 11 trillion BTUs of energy savings at their facilities by 2025 as outlined in the BuildSmart 2025 program.
1. Each Affected Entity shall work with NYPA to achieve their allotted portion of the overall savings target for State operations. Affected Entities should consult the BuildSmart 2025 Program Guidelines for types of projects and programs to undertake, including master planning, O&M program development, participation in demand response and similar programs, submetering, LED lighting, and other projects that reduce energy consumption and enhance building efficiency.
 2. Prior to 2025, the Council shall issue a 2030 energy savings goal based on an evaluation of progress towards the 2025 goal and the additional opportunities that remain for cost-effective energy savings. Such 2030 goal shall be aligned with the most recent version of the State's Scoping Plan developed pursuant the Climate Act.
- D. The Council shall issue Operational Directives and guidance for common construction materials to reduce the amount of embodied carbon in such materials. Starting January 1, 2023, Affected Entities shall seek to reduce the embodied carbon in all new construction or construction projects consisting of adaptive reuse or significant renovations that cost greater than 50% of the cost of new construction, submitted for permitting by Affected Entities, by taking the following actions:
1. Design teams shall calculate the total embodied carbon that will result from the project, including shipping, transportation, and construction equipment requirements.
 2. Bidders shall be required to submit environmental product declarations when available, that include the amount of embodied carbon in given building materials.
- E. Affected Entities shall have 100% of their light-duty non-emergency vehicle fleets be Zero Emission Vehicles (ZEVs) by 2035 and 100% of their medium- and heavy-duty vehicle fleet be ZEVs by 2040.
1. All Affected Entities shall create and file a light-duty vehicle fleet decarbonization plan and a medium- and heavy-duty decarbonization plan with the Council. The Council shall provide technical assistance and guidance to agencies for the development of decarbonization plans. Such decarbonization plans shall include, at minimum, the following elements:
 - a. A purchasing plan that includes interim targets for how they will achieve the fleet decarbonization goals of this Order; and
 - b. A plan for providing staff training and engagement necessary for the successful decarbonization of their fleet.

2. Affected Entities shall file such light-duty vehicle fleet decarbonization plans with the Council within one year of the issuance of this Order and shall file such medium- and heavy-duty decarbonization plans with the Council within three years of the issuance of this Order.
 3. Affected Entities shall file progress updates to their light and medium- and heavy-duty vehicle decarbonization plans every three years after the filing of their first plan.
 4. Priority shall be given to purchasing battery electric vehicles and hydrogen fuel cell vehicles, and if they are not practicable for an Affected Entity's needs, then plug-in hybrid electric vehicles may be considered in limited circumstances as specifically authorized by the Council.
 5. Affected Entities that operate emergency vehicles shall, at least annually, evaluate and test various ZEV technologies to determine if they can meet the use cases for these vehicles.
 6. Affected Entities shall consult with OGS to develop ZEV charging infrastructure for their fleets. OGS shall provide guidance to agencies and coordinate the phased implementation of ZEV charging infrastructure.
 7. Affected Entities are encouraged to maximize employee access to and promote the use of ZEV charging infrastructure employee workplace charging at State owned and maintained parking facilities.
- F. Affected Entities shall evaluate the inclusion of distributed energy resources and energy storage to the maximum extent practicable. NYPA and NYSERDA shall collaborate to provide Affected Entities with needed technical assistance regarding new energy storage systems.
- G. Affected Entities shall seek to utilize the DEC Value of Carbon Guidance, where appropriate, to aid in their decision making on greenhouse gas emission reductions under this Executive Order

VIII. Reducing Waste

- A. The Council shall create a waste diversion plan template that Affected Entities shall use to complete their plans. All Affected Entities shall create a waste diversion plan and file such plan with the Council that outlines how they will meet the following goals:
1. A decrease in waste disposal of 10 percent every five years from a baseline of Fiscal Year 2018-19, until reaching a goal of 75 percent.
 2. Waste data reported for these goals should be broken out into the following categories: recycled materials; compostable materials and other organics; material sent to landfill (including construction and demolition waste); and special waste (including hazardous waste).
 3. The waste diversion plan shall incorporate at least the following elements:
 - a. a schedule for conducting routine waste audits of facilities and how the findings from the waste audit will be utilized in advancing waste reduction;
 - b. a plan for diverting organic waste from landfill to meet the diversion goals;
 - c. identifying all instances where single-use plastics are used and creating a plan to eliminate their use in all circumstances where doing so will not endanger employee or public health and safety; and
 - d. consideration of whether the affected entity should, by 2025, transition to dual-stream recycling that source separates recyclable items into subcategories of mixed paper and commingled containers (plastic, glass, and metal), at all facilities where it is practicable and where dual-stream material recovery facilities are available, cost-effective and efficient.
 4. In addition, technical assistance in compiling the plans will be provided by DEC.
 5. The Council shall reassess the waste diversion goals of this Order at least every five years, and if the goals are updated by the Council, it shall require updated waste diversion plans to be submitted by Affected Entities on how each will meet the new goals.
 6. Affected Entities shall file such plans with the Council within one year of the receipt of the waste diversion plan template.

- B. After 90 days following the issuance of this Order, Affected Entities shall not expend State funds for the purchase of bottled water. If an Affected Entity determines that it has a need to purchase bottled water for health or safety reasons, it may request an exemption from the Council for its particular circumstances pursuant to Section V of this Order. The Council shall issue guidance on exceptions to this requirement to address public health issues and other appropriate circumstances. This Section does not apply to an Affected Entity purchasing bottled water for emergency purposes.

IX. Reducing Use of Toxic Substances

- A. Affected Entities shall evaluate and incorporate toxics use reduction strategies into their operations, to the extent practicable, to achieve pollution prevention. The Council will, at a minimum, provide agencies with information on healthy buildings, green cleaning and disinfection, integrated pest management and green procurement.

XI. Low Impact Development

- A. Affected Entities shall evaluate, and to the maximum extent practicable, incorporate green infrastructure concepts to reduce all stormwater runoff and improve water quality in new construction or redevelopment projects submitted for permitting by Affected Entities regardless of disturbance threshold. These include activities such as the reconstruction of parking lots and the addition of new landscaping.
- B. The Council, in collaboration with the EFC, will provide guidance on incorporating green infrastructure concepts to Affected Entities.
- C. Climate Risk Incorporation
 - 1. New infrastructure and building projects shall be designed and built to account for the climate changes that may occur over their lifespans. This includes incorporating climate projections and adaptation strategies in upfront design and expected operations and management. Preservation of open space shall be considered as a strategy for climate risk mitigation in new and existing construction.
 - 2. The Council will provide guidance on incorporating climate projections and climate risk concepts to Affected Entities.
 - 3. All Affected Entities shall evaluate opportunities to harden their infrastructure and mitigate the impacts of climate change with resilience practices such as nature-based solutions and modular infrastructure.

XII. Promoting Biodiversity and Habitat Protection

- A. Affected Entities that have jurisdiction over real property shall, where practicable, seek opportunities to enhance the ecological integrity of their real property to support native biodiversity and the NYS Pollinator Protection Plan, protect threatened and endangered species, and increase climate resilience and natural carbon storage. This includes prioritizing the use of native plants and minimizing the use of non-native plants in landscaping and other planting efforts and other activities that may be identified in the New York Natural Heritage Program conservation guide and its management recommendations regarding listed plants.
- B. The Council shall provide a template for all Affected Entities to implement an Early Detection Rapid Response protocol in place for invasive species on the real property over which the Affected Entity has jurisdiction. The Council may issue additional operational directives to stop the spread of invasive species on State-owned real property.
- C. Affected entities shall give priority to the use of integrated pest management techniques to control invasive species before turning to other means of eradication.
- D. All Affected Entities shall follow available best practices for identifying and properly managing endangered species on real property and ensure that their projects and operations do not have an adverse impact upon any endangered species. The DEC shall provide guidance and technical assistance to Affected Entities regarding properly managing endangered species and data tools to identify locations where endangered species issues may be present.
- E. Affected Entities shall evaluate opportunities, to the extent practicable, to co-locate new projects with landscaping or habitat to support native pollinator species and the goals of the NYS Pollinator Protection Plan and enhance climate resilience and natural carbon storage.

XIII. Disadvantaged Communities

- A. Each Affected Entity shall, to the maximum extent practicable, lower the impact of its operations on Disadvantaged Communities, and shall incorporate lowered environmental impact in these communities into the plans developed by Affected Entities pursuant to this Order.
- B. The Council shall conduct an inventory of State-owned facilities located in Disadvantaged Communities.
- C. Affected Entities shall prioritize facilities over which the Affected Entity has jurisdiction that are located within Disadvantaged Communities for efficiency and other environmental upgrades, such as electrifying heating and cooling systems, which will lower the Affected Entity's environmental impacts on these communities.

XIV. Innovative Solutions

- A. The Council shall continuously evaluate the potential of new technologies in order to assist Affected Entities in continuing to reduce their environmental footprint and increase climate resilience (mitigation and adaptation) of its operations, and wherever feasible, test new technologies and equipment to determine if such technologies or equipment is practicable for adoption in Affected Entity operations.

XV. Repeal of Prior Executive Orders

- A. Executive Order 4, issued on April 24, 2008, Executive Order 18, issued on May 5, 2009, Executive Order 88, issued on December 28, 2012, and Executive Order 166, issued on June 1, 2017, are hereby revoked and superseded by this Executive Order.

G I V E N under my hand and the Privy Seal of the State in the City of Albany this twentieth day of September in the year two thousand twenty-two.

BY THE GOVERNOR
Secretary to the Governor

DRAFT

EXHIBIT A – Affected Entities

- 1) AGING- Office for the Aging
- 2) AGM- Department of Agriculture and Markets
- 3) APA- Adirondack Park Agency
- 4) ARTS- Council on the Arts
- 5) BFSA- Buffalo Fiscal Stability Authority
- 6) BOE- Board of Elections
- 7) BPCA- Battery Park City Authority/Parks Conservancy
- 8) CDTA- Capital District Transportation Authority
- 9) CELG- Commission on Ethics and Lobbying in Government
- 10) CENTRO- Central New York Regional Transportation Authority
- 11) CIVIL- Department of Civil Service
- 12) CPB- Central Pines Barrens Joint Planning & Policy Commission
- 13) CUNY- City University of New York
- 14) DASNY- Dormitory Authority of New York
- 15) DCJS- Division of Criminal Justice Services
- 16) DEC- Department of Environmental Conservation
- 17) DED- Department of Economic Development
- 18) DFS- Department of Financial Services
- 19) DHCR- Division of Housing and Community Renewal
- 20) DHR- Division of Human Rights
- 21) DHSES- Division of Homeland Security and Emergency Services
- 22) DMV- Department of Motor Vehicles
- 23) DOB- Division of Budget
- 24) DOCCS- Department of Corrections and Community Supervision
- 25) DOH- Department of Health
- 26) DOS- Department of State
- 27) DOT- Department of Transportation
- 28) DPS- Department of Public Service
- 29) DVS- Division of Veterans Services
- 30) ECFSA- Erie County Fiscal Stability Authority
- 31) ECMC- Erie County Medical Center Corporation
- 32) EFC- Environmental Facilities Corporation
- 33) FCB- Financial Control Board
- 34) GAMING- Gaming Commission
- 35) GOER- Governor's Office of Employee Relations
- 36) HESC- Higher Education Services Corporation
- 37) HRBRRD- Hudson River- Black River Regulating District
- 38) HRVG- Hudson River Valley Greenway
- 39) IG- Office of Inspector General
- 40) ITS- Information Technology Services
- 41) JAVITS- New York Convention Center Operating Corporation

- 42) JC- Justice Center
- 43) LABOR- Department of Labor
- 44) LIPA- Long Island Power Authority
- 45) MNA- Division of Military and Naval Affairs
- 46) MTA- Metropolitan Transportation Authority
- 47) NFTA- Niagara Frontier Transportation Authority
- 48) NIFA- Nassau County Interim Finance Authority
- 49) NYPA- New York Power Authority
- 50) NYSBA- New York State Bridge Authority
- 51) NYSERDA- NYS Energy Research and Development Authority
- 52) NYSIF- Insurance Fund
- 53) OASAS- Office of Alcoholism and Substance Abuse Services
- 54) OCFS- Office of Children and Family Services
- 55) Office of Victim Services
- 56) OGDENSBURG- Ogdensburg Bridge and Port Authority
- 57) OGS- Office of General Services
- 58) OMH- Office of Mental Health
- 59) OPRHP- Office of Parks, Recreation, and Historic Preservation
- 60) OPWDD- Office of People with Developmental Disabilities
- 61) ORDA- Olympic Regional Development Authority
- 62) OTDA- Office of Temporary and Disability Assistance
- 63) PERB- Public Employment Relations Board
- 64) PORTOSWEGO- Port of Oswego Authority
- 65) RIOC- Roosevelt Island Operating Corporation of the State of New York
- 66) RTS – Rochester Genesee Regional Transportation Authority
- 67) SLA - Alcohol Beverage Control (State Liquor Authority)
- 68) SUNY- State University of New York
- 69) TAX- Department of Taxation & Finance
- 70) THRUWAY- Thruway Authority
- 71) TROOPERS- State Police
- 72) UDC- Urban Development Corporation
- 73) UNDC- United Nations Development Corporation
- 74) WCB- Workers' Compensation Board
- 75) WCMC- Westchester County Health Corporation

EXHIBIT 4

NYS Office of General Services
Lease Management
Division of Real Estate
Leasing Services
Governor Nelson A. Rockefeller Empire State Plaza
Corning Tower, 40th Floor
Albany, New York 12242

E-mail: ogs.sm.leasecompliance@ogs.ny.gov

Request for Memorandum of Understanding Compliance Service(s)

Please supply all necessary information:

Date of Request: _____

Requested By _____ Phone _____

E-mail: _____

Contract Number _____

County been notified in writing? Y or N

Agency _____

Agency Contact _____ Phone _____

E-mail: _____

Building Address _____

Building Contact _____ Phone _____

Brief Description of Work - Nature of Problem

SCHEDULE A

**SECTION 16 - JANITORIAL SERVICE
SPECIFICATIONS**

The County shall, at its sole cost and expense, provide the following janitorial services using materials and procedures that comply with the requirements set forth in Section 16 of this MOU. As used herein, the word "Daily" shall mean to occur once each day, Mondays through Fridays, excluding State Legal Holidays, as that term is defined in Section 13 of this MOU.

Drinking Fountains: Wash inside and outside Daily. Water shall be set at a high enough level that the mouth does not touch the faucet.

Floors-Resilient Tile: Dust mop Daily with cleaning products that comply with the requirements of EO-22, which is attached to this MOU as Exhibit 3, and spot mop as necessary. Spray buff monthly with commercially prepared spray buff material or a solution of water and floor finish that complies with the requirements of EO-22. Strip and redress annually with synthetic, metal, interlocked, non-slip material with a minimum of seventeen percent (17%) solids. Floors shall have a clean appearance at all times.

Floors-Carpeted: High traffic areas are to be vacuumed Daily. All carpet shall be completely vacuumed once a week, and shall be shampooed once a year.

Furniture: All surfaces must be cleaned and dust free.

Restrooms:

Daily - thoroughly clean all urinals, water closets and sinks, inside and outside, with a disinfectant and odor-counteractive solution that complies with the requirements of EO-22, which is attached to this MOU as Exhibit 3. Empty all trash and sanitary receptacles. Wash and sanitize all shelves, dispensers and receptacles. Clean all mirrors. Spot wash walls, partitions, doors and furniture. Wet mop and rinse all floor areas. Fill all dispensers so as to last a full working day.

Weekly - Dust all partitions and air vents.

Monthly - Wash all furniture in lounge area and partitions in restrooms.

Annually - Wash all walls, partitions, ceilings, and all air supply and return vents.

Light Fixtures: Annually wash inside and outside of all light fixtures, tubes and diffusers.

Venetian Blinds/Window Treatments: Dust monthly. Completely wash annually. Repair as needed.

Walls, Ceilings, Entrances, Metal Trim, Doors, Etc.:

Daily - Damp wipe fingerprints, smears, smudges, etc. from all entrance doors and frames, ornamental metal elevator doors and frames, elevator car interiors, handrails and glass. Clean elevator door tracks. Damp wipe floor indicators, wall surfaces

and wall hung fixtures. Clean all entrance glass, both inside and outside in public areas. Damp mop all non-carpeted floor surfaces in lobbies, corridors and entrances. Vacuum entrance mats. Sweep and wash floor in all elevators.

Monthly - Spray buff all non-carpeted corridor, lobby and vestibule floors.

Semi-annually - Completely wash both sides of all outside entrances and vestibules, glass, frames, handrails, steps, risers, accessible ramps and doors. Strip and redress corridor and lobby floors. Shampoo entrance carpets.

Annually - Wash corridor walls, vestibule walls and ceilings, and lobby walls.

Woodwork (Natural Wood Finish): Dust Daily. Clean and polish annually.

Stairwells, Landings and Concrete Floors:

Daily - Sweep, spot mop spills and remove gum Daily. Damp wipe fingerprints, smudges and smears on stairway doors, wall surfaces, hose racks and handrails.

Monthly - Mop and rinse stairway landings.

Annually - Wash and rinse walls, light fixtures, sills, treads, risers and handrails and apply dressing to all landings and treads.

Windows: To be cleaned, inside and out, in April and October. Interior partition glass to be clean at all times.

Rubbish: Wastepaper baskets and trash cans are to be emptied and trash removed from the Premises Daily. Wastepaper baskets are to be clean, odor free and lined Daily. In order to maximize materials recovery and implement effective programs to reduce waste, the Occupying Agency shall comply with the requirements and information found at: <https://ogs.ny.gov/greeny/state-agency-waste-reduction-reuse-recycling> within the Demised Premises in compliance with Section 16 of this MOU. As discussed in Section 16 of this MOU, the County, at its sole cost and expense, agrees, to the extent practicable, to assist the State and the Occupying Agency with implementing said programs and complying with the requirements and information found at: <https://ogs.ny.gov/greeny/state-agency-waste-reduction-reuse-recycling> and all laws, rules, orders, ordinances and regulations at any time issued or in force and applicable in the borough, city, county, or other municipality in which the Demised Premises are located.

Maintenance and Trimming: Grass, shrubs and trees surrounding the Building to be clipped and trimmed. Use of chemicals shall be in accord with all applicable federal, State and local laws, rules, orders, ordinances and regulations.

Sidewalks, Entrances, and Parking Areas: Remove refuse and debris Daily. In winter, remove snow and ice from the walkway and parking lots and spread de-icer as needed.

The County shall work with the State and the Occupying Agency to comply with the requirements of EO-22, to the extent practicable, including but not limited to utilizing the GreenNY Council's approved specifications which can be found at: <https://ogs.ny.gov/greeny-purchasing-requirements-and-tools>.

DRAFT

Governmental Entity Lease Disclosure Sheet
FORM 1

NYS Office of General Services Lease Management Division of Real Estate Leasing Services Governor Nelson A. Rockefeller Empire State Plaza 40TH Floor, Corning Tower Albany, New York 12242				
PROJECT NO:	DATE:	OCCUPYING AGENCY:		
BUILDING ADDRESS (street/city/state/zip code/county):	FEDERAL I.D. NO. (FEIN):	SOCIAL SECURITY #:		
GOVERNMENTAL ENTITY NAME:		GOVERNMENTAL ENTITY ADDRESS/ TELEPHONE NO.:		
		e-mail address:		
GOVERNMENTAL ENTITY/BUILDING INFORMATION:			YES	NO
~If explanation required, please attach additional sheets as necessary~				
1. Is the Governmental Entity's property interest in the premises fee simple ownership? If NO, please describe the property interest (i.e. leasehold, purchase, contract, etc.).			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the Governmental Entity do business under any other names? If yes, please indicate those names: _____.			<input type="checkbox"/>	<input type="checkbox"/>
3. Is the primary business of the Governmental Entity the leasing of space? If NO, please provide an explanation/purpose of the primary business.			<input type="checkbox"/>	<input type="checkbox"/>
4. Is there present on, near or within 30 meters of the premises or the building of which the premises form a part, any "PCB Transformers", "PCB Articles" or "PCB Equipment" as such terms are defined in U.S. Environmental Protection Agency Regulation (40CFR761)? (PCB Transformer owners were required by U.S. EPA Regulation (40CFR761) to notify owners of commercial buildings of the existence of PCB Transformers within 30 meters of such buildings not later than December 1, 1985).			<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • If answer to #4 is YES, are such "PCB Transformers", "PCB Articles" or "PCB Equipment" labeled in accordance with U.S. Environmental Protection Agency Regulation (40CFR761)? 			<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • If answer to #4 is YES, have such "PCB Transformers", "PCB Articles" or "PCB Equipment" been registered with fire response personnel having primary jurisdiction as is required by U.S. Environmental Protection Agency Regulation (40CFR761)? 			<input type="checkbox"/>	<input type="checkbox"/>
5. Are there sprinklers in the premises?			<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • If YES are they Omega, Central, Gem or Star Sprinklers? • If Omega, Central, Gem or Star, have the defective parts been replaced/repaired pursuant to recent CPSC directives and building codes? 			<input type="checkbox"/>	<input type="checkbox"/>
6. Was this building constructed prior to January 1, 1979? If YES, include date: _____			<input type="checkbox"/>	<input type="checkbox"/>
7. Is there present on or within the premises or the building of which the premises form a part, any asbestos material or material impregnated with asbestos, or which asbestos forms a part? If yes, please briefly describe the nature and extent of the use of asbestos, including a description any activity which has been undertaken to preclude the asbestos from becoming friable.			<input type="checkbox"/>	<input type="checkbox"/>
8. Is the building located within a historic district or is it listed on or as eligible for the State or National Register of Historic Places?			<input type="checkbox"/>	<input type="checkbox"/>
9. Does the Governmental Entity have any current or pending Real Property leases with any New York State Agencies, Authorities, Boards, or Commissions? (A pending lease means one that is currently being negotiated with one of the listed governmental entities.) If YES, please provide details.			<input type="checkbox"/>	<input type="checkbox"/>
10. Does the Governmental Entity use, or has it used in the past five (5) years, any other Federal Employee Identification Number other than what is listed on page one of this document? If YES, provide the Federal Employee Identification Number(s) and the address for each such entity.			<input type="checkbox"/>	<input type="checkbox"/>
11. Have any bankruptcy proceedings been initiated by or against the Governmental Entity or its affiliates within the past 7 years (whether or not closed) or is any bankruptcy proceeding pending by or against the Governmental Entity or its affiliates regardless of the date of filing? (If YES, indicate if this is applicable to the submitting Governmental Entity or affiliate. If it is an affiliate, include the affiliate's name and Federal Employee Identification Number. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed).			<input type="checkbox"/>	<input type="checkbox"/>
12. Will New York State businesses be used in the performance of this Lease? If yes, identify New York State business(es) that will be used; (Attach identifying information).			<input type="checkbox"/>	<input type="checkbox"/>

Governmental Entity Lease Disclosure Sheet

<p>13. Per New York State Workers' Compensation Laws §57 and §220, a Governmental Entity applying for a State contract, license, or permit must provide proof of coverage or exemption for both Workers' Compensation AND Disability Benefits.</p> <p>Please refer to the attached "WORKERS' COMPENSATION AND DISABILITY INSURANCE FORMS CHART" for additional information on applicable forms and links to website. Be sure to designate the <i>New York State Office of General Services, Lease Management, Division of Real Estate, Leasing Services, Corning Tower, 40th Floor, Governor Nelson A. Rockefeller Empire State Plaza, Albany, NY 12242</i> as the Certificate Holder or Government Entity requesting proof of coverage.</p> <p>The Governmental Entity name and FEIN (or SSN) on the lease contract, disclosure sheet, and Workers' Compensation/ Disability forms must all match exactly.</p> <p>Governmental Entity has:</p>		
<p>(a) Workers' Compensation: If Yes, attach one of the following forms:</p> <ul style="list-style-type: none"> • Form C-105.2 -- issued by your insurance carrier • Form U-26.3 -- issued by the State Insurance Fund • Form GSI-105.2 -- must be completed by the group self-insurance administrator 	<input type="checkbox"/>	<input type="checkbox"/>
<p>(b) Disability Insurance Benefits: If Yes, attach one of the following forms:</p> <ul style="list-style-type: none"> • Form DB-120.1 -- issued by your insurance carrier, or • Form DB-155 -- issued by the Board's Self-Insurance Office (518) 402-0247 	<input type="checkbox"/>	<input type="checkbox"/>
<p>*IF NO, exemption form CE-200 is available on the New York State Workers' Compensation Board's website. However, please note that an exemption is available in very limited circumstances.</p>		
<p>14. Does the Governmental Entity have the financial resources necessary to fulfill the requirements of the proposed lease?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>15. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.</p> <p>The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.</p> <p>Generally, the Human Rights Law applies to:</p> <ul style="list-style-type: none"> • all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; • employers with fewer than four employees in all cases involving sexual harassment; and, • any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin. <p>Does the Governmental Entity certify, in accordance with Executive Order No. 177, that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law?</p> <p>Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>16. (a) Is any immediate family member of any individual employed by any governmental entity of the State of New York or serving as a member of any State Board, Commission or Authority? If the answer is YES, please disclose the name of the governmental entity and indicate the relationship between the individuals.</p>		
<p>(b) Is any individual employed by any governmental entity of the State of New York or serving as a member of any State Board, Commission or Authority? If the answer is YES, please disclose the name of the governmental entity and indicate whether the individual was involved in the bidding, contracting or leasing process for this transaction.</p>		

Governmental Entity Lease Disclosure Sheet

SIGNATURE PAGE

The undersigned, personally and on behalf of the Governmental Entity noted below, does hereby state and certify to the New York State Office of General Services that the information given above is true, accurate and complete with respect to State Finance Law §§ 139 j-k.

The undersigned: (1) recognizes that this document is submitted for the express purpose of assisting the New York State Office of General Services (hereinafter referred to as "OGS") and other New York State government entities (including the Office of the New York State Comptroller (OSC)) in making responsibility determinations regarding the award or approval of a lease or modification thereto (including, but not limited to, a renewal, modification or assignment thereof) and that OGS and other New York State government entities will rely on the information disclosed herein when making responsibility determinations; (2) acknowledges that OGS and other New York State government entities may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility and all other actions available at law or in equity.

The undersigned certifies that he/she:

- is knowledgeable about the Governmental Entity's business and operations;
- understands that OGS and other New York State government entities will rely on the information disclosed in this Lease Disclosure Sheet when entering into a lease or modification thereto with the Governmental Entity;
- is under an obligation to update the information provided herein to include any material changes to the Governmental Entity's responses from the time of proposal submission through the delivery of a fully executed document by OGS, and may be required to update the information at the request of OGS or other New York State government entities prior to the award and/or approval of a lease or modification thereto, or during the term of the lease; and
- is authorized to bind the Governmental Entity and is either (1) listed as an officer/partner/member of the Governmental Entity listed in response to question 1 of this Lease Disclosure Sheet; or (2) is submitting a letter, with this Lease Disclosure Sheet, on the Governmental Entity's letterhead signed by an officer/partner/member of the Governmental Entity, stating that the undersigned is authorized to sign on behalf of the Governmental Entity.

I affirm this ____ day of _____, _____, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the statements contained herein are true, and I understand that this document may be filed in an action or proceeding in a court of law.

Name of Governmental Entity

Signature

Address

Print or Type Name

City, State, Zip

Title

Date: _____

Telephone Number: _____

Governmental Entity Lease Disclosure Sheet

WORKERS' COMPENSATION AND DISABILITY INSURANCE FORMS CHART

WORKERS' COMPENSATION AND DISABILITY BENEFITS AGENCY CONTRACT REQUIREMENTS			
<p><i>Workers' compensation law (WCL) requires state entities to ensure that businesses applying for permits, licenses, or contracts have appropriate workers' compensation and disability benefits insurance coverage. This requirement applies to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract.</i></p>			
	<p>Businesses Requesting to Enter into, Extend, or Assign Contracts MUST provide <u>ONE</u> of the following Workers Compensation Forms AND ONE of the following Disability Benefits Forms.</p>		
	<p>1 of the following Workers Compensation Forms:</p>		
	<p>AND</p>		
	<p>1 of the following Disability Benefits Forms:</p>		
<p><small>Note: Contractors having access to the internet will be able to fill out the CE-200 on the internet and immediately upon completion, be able to print out a hard copy of the CE-200 that they will then submit to the government agency issuing the permit, license or contract. For contractors with out inter-net see WCB: Applicant Instructions for Form CE-200 – Effective December 1, 2008</small></p>	<p><small>Note: Contractors having access to the internet will be able to fill out the CE-200 on the internet and immediately upon completion, be able to print out a hard copy of the CE-200 that they will then submit to the government agency issuing the permit, license or contract. For contractors with out inter-net see WCB: Applicant Instructions for Form CE-200 – Effective December 1, 2008</small></p>	<p>CE-200, Certificate of Attestation of Exemption from Disability Benefits Coverage (the CE 200 will also establish if the contractor is, or is not, exempt from NYS Worker's Compensation Coverage) ; or</p>	<p>CE-200, Certificate of Attestation of Exemption from Disability Benefits Coverage (the CE 200 will also establish if the contractor is, or is not, exempt from NYS Worker's Compensation Coverage) ; or</p>
<p><small>Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2)</small></p>	<p><small>The SI-12 must be completed by the NYS Workers' Compensation Board's Self-Insurance Office. The GSI-105.2 must be completed by the group self-insurance administrator.</small></p>	<p>C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; or</p>	<p>DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); or</p>
<p><small>The SI-12 must be completed by the NYS Workers' Compensation Board's Self-Insurance Office. The GSI-105.2 must be completed by the group self-insurance administrator.</small></p>	<p>SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), OR GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request) . . .</p>	<p>DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).</p>	<p>The DB-155 must be completed by the Board's Self-Insurance Office.</p>

- http://www.wcb.state.ny.us/content/main/Employers/oui/StateEmp_complLaw.jsp
- Link To WCB Instructions
- <http://www.wcb.state.ny.us/content/main/forms/AIFForms.jsp>
- Link To WCB Forms
- http://www.wcb.state.ny.us/content/ebiz/compovsearch/compovsearch_overview.jsp
- Link To WCB Search - "Does an Employer Have Coverage"
- http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
- Link To "Request for Exemption"

2ND FLOOR FURNITURE MODIFICATION

DEPARTMENT OF LABOR

DIVISION OF EMPLOYMENT SERVICES

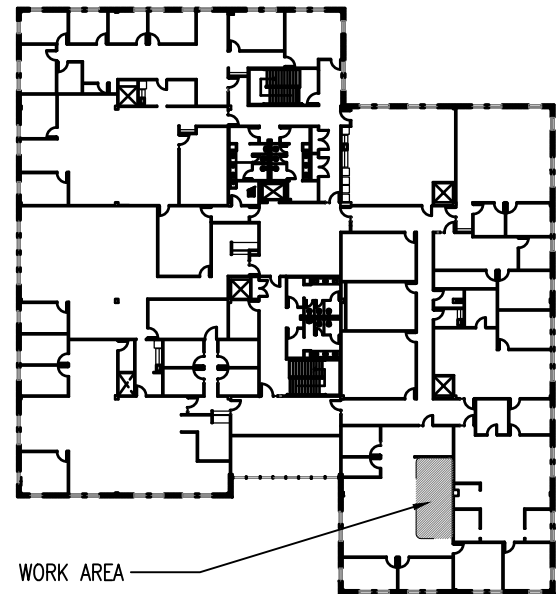
152 WEST HIGH STREET

BALLSTON SPA, NY

OGSRP PROJECT# 37041

SPACE PLANS
ISSUED - 01-10-2023

EXHIBIT 1



WORK AREA

2ND FLOOR - 152 WEST HIGH ST.,
BALLSTON SPA

KEY PLAN

DRAWING LIST

G-001 COVER SHEET

ARCHITECTURAL

A-101 2ND FLOOR REMOVAL PLAN

A-102 2ND FLOOR PROPOSED CONSTRUCTION PLAN

ELECTRICAL

E-101 2ND FLOOR POWER & TEL/DATA PLANS

PROJECT NOTES:

- Office of General Services (OGS) drawings, or "Tenant's Plans", shall be considered conceptual drawings for use by the Landlord's architect and/or engineer to design and provide working drawings as required for work to be in accordance with applicable building codes, local rules, regulations, ordinances, etc. as may be applicable. Working drawings must reflect adherence to Americans with Disabilities Act Accessibility Guidelines (ADAAG) and, at a minimum, incorporate the requirements of the OGS Material Specifications for Leased Facilities (MSLF) and all other work shown on Tenant's Plans.
- It is the responsibility of the Landlord's architect and/or engineer to verify existing site dimensions and conditions and to confirm that they are compatible with the Tenant's Plans. Any conflicts between the existing site dimensions and conditions, and the Tenant's Plans shall be immediately brought to the Tenant's attention. Field conditions discovered during construction shall be the responsibility of the Landlord.
- Test suspect hazardous materials prior to design completion. Include appropriate remediation plans and remove all hazardous materials in accordance with NYS regulations.
- Protect existing construction, mechanical systems, equipment, furniture and finishes during the work of this project. Provide temporary construction barriers, dust control systems, utilization of engineering controls or temporary mechanical systems to prevent the spread of dust throughout the space via transmission through the space (floors, walls, doors, windows, chases, etc.) or through the HVAC system. Damage resulting from the work of this project shall be repaired or replaced to existing or better condition at no cost to the State.
- Remove all construction debris and dispose of in accordance with all applicable rules and regulations.
- Modify all building systems as required to ensure the safety, security and environmental conditions are suitable for Tenant occupancy and use. All systems shall be code compliant and certified as required. Building systems include, but are not limited to: fire alarm, fire suppression, HVAC, security, intercom, public address, electrical, lighting, structural and building envelope. Provide zoning, controls, testing, modification, replacement, installation and/or other methods to ensure all building systems meet Tenant's occupancy requirements. Provide copies of certifications, test reports and HVAC Testing, Adjusting and Balancing reports to OGS Construction Manager upon request.
- All dimensions are from finished surface to finished surface unless noted otherwise.
- Finished surfaces shall be square, true and plumb and look new in appearance. Patch and repair all walls, floors, and ceilings as required. Avoid use of mismatched materials, surface treatments or paint finishes. Where existing building components are being removed, patch and repair to match existing finished surfaces. If necessary, replace entire sections or areas as required to obtain a professional, neat, consistent and workmanlike end product.
- All required fire rated partitions and assemblies shall be an UL approved design.
- All plywood backing shall be fire rated type as required by local codes, rules, and regulations.
- For each workstation or desk required by the Tenant, provide 1 combination data/telephone receptacle box & 3 duplex convenience receptacles. Each workstation or desk duplex receptacle shall be fed from a different circuit. Provide a minimum of 20% spare capacity in each sub panel to accommodate future equipment.



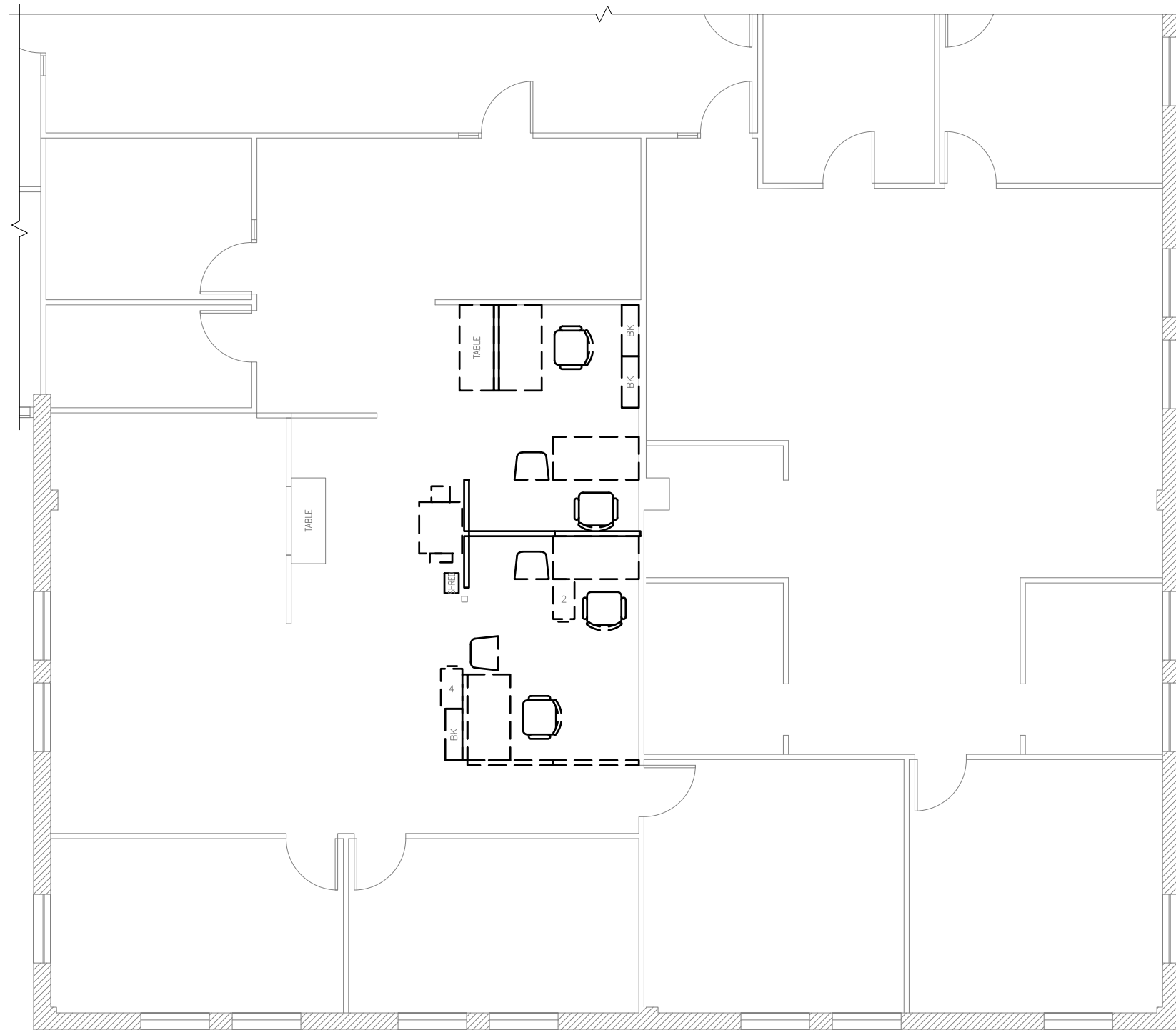
LEASING SERVICES

37041 SA06 FLR01 DOL
FURNITURE MODIFICATIONS

DRAWING NUMBER:

G-001

Jan 11, 2023 - 2:56pm
 C:\Users\StarkBaM\appdata\local\temp\AcPublish_1048\37041 SPACE.dwg
 17x11 PLOT SHEET



REMOVAL NOTES:

1. WHERE OPENINGS ARE CUT INTO WALLS PROVIDE APPROPRIATE ENGINEERED STRUCTURAL SUPPORT (JAMB STUDS, HEADERS, ETC.)
2. COORDINATE REMOVALS WITH RECYCLING PROGRAM (IF APPLICABLE AT THIS LOCATION).
3. REPLACE DAMAGED, STAINED OR MISMATCHED CEILING TILES.
4. REMOVE DEBRIS AND CLEAN INSIDE RADIATOR & CONVECTOR UNIT ENCLOSURES.
5. ENSURE PROPER SURPLUS PROCEDURES ARE BEING FOLLOWED FOR ANY STATE OWNED FURNITURE & EQUIPMENT TO BE REMOVED OR DISPOSED. COORDINATE WITH AGENCY REPRESENTATIVE & OGS SURPLUS.
6. TENANT TO REMOVE FURNITURE AS SHOWN. COORDINATE REMOVAL WITH TENANT & OGS CONSTRUCTION MANAGEMENT.

REMOVAL PLAN LEGEND:

- EXISTING TO BE REMOVED
- EXISTING TO REMAIN



1 2ND FLOOR REMOVAL PLAN
 SCALE: 1/8" = 1'-0"

CONSULTANTS

DRAFT
 NOT FOR LEASE

WARNING: THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

CONTRACT: **CONSTRUCTION**

TITLE: **FURNITURE MODIFICATION**

LOCATION: **152 WEST HIGH ST
 BALLSTON SPA, NY**

CLIENT: **DEPARTMENT OF LABOR**

DRAWING NUMBER: **SA06-FL01-37042**

MARK	DATE	DESCRIPTION
	1/10/2023	PROPOSED WORK

PROJECT NUMBER:	37041
DESIGNED BY:	MASB
DRAWN BY:	MASB
CHECKED BY:	--
APPROVED BY:	XXXXX

SHEET TITLE:
**1ST FLOOR
 REMOVAL PLAN**

SHEET NUMBER:
A-101

X X

CONSULTANTS

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CONTRACT:
CONSTRUCTION

TITLE:
FURNITURE MODIFICATION

LOCATION:
**152 WEST HIGH ST
BALLSTON SPA, NY**

CLIENT:
DEPARTMENT OF LABOR

DRAWING NUMBER:
SA06-FL01-37042

MARK	DATE	DESCRIPTION
	1/10/2023	PROPOSED WORK

PROJECT NUMBER:	37041
DESIGNED BY:	MASB
DRAWN BY:	MASB
CHECKED BY:	--
APPROVED BY:	XXXXX







SHEET TITLE:
1ST FLOOR PROPOSED CONSTRUCTION PLAN

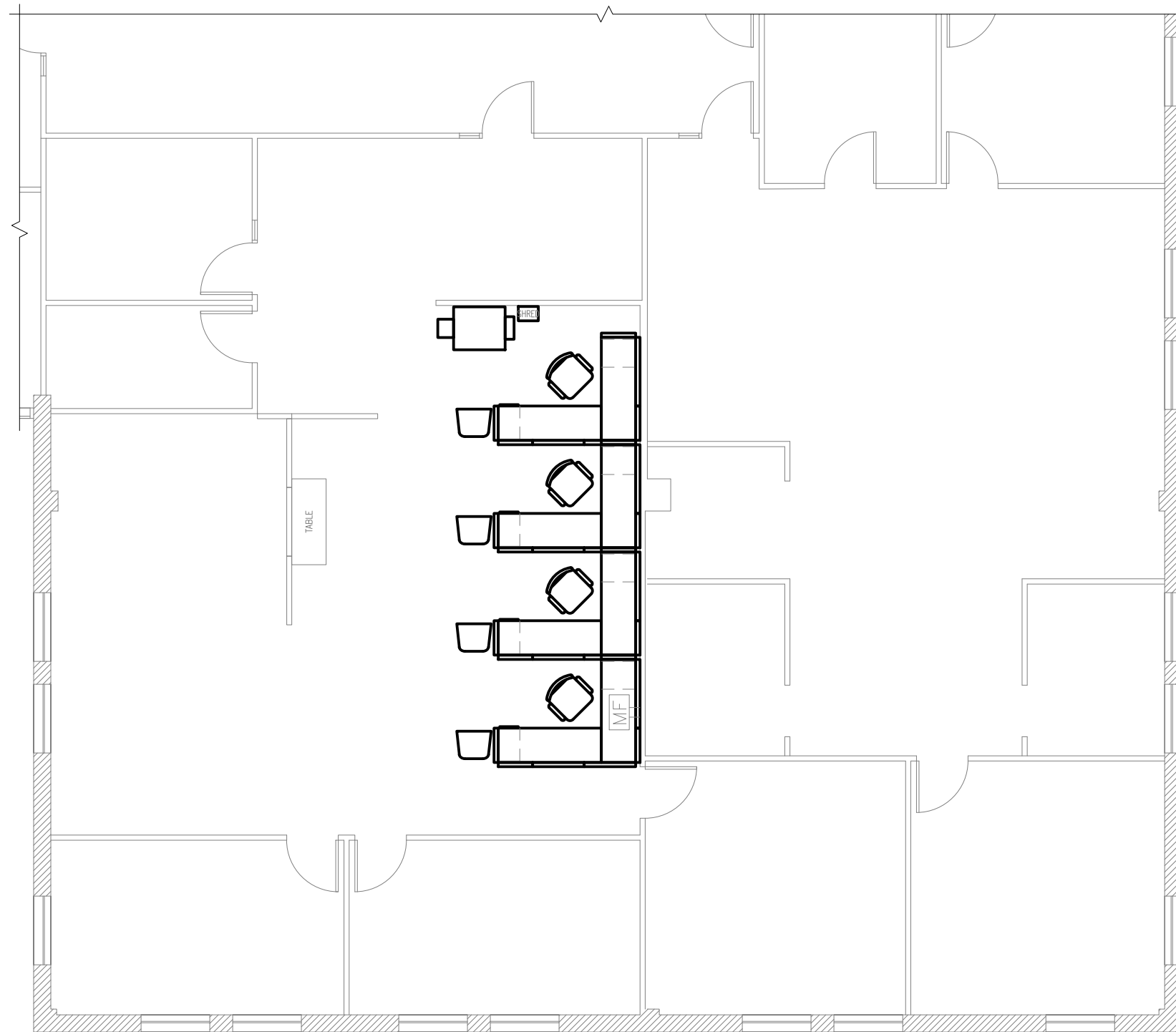
SHEET NUMBER:
A-102

CONSTRUCTION NOTES:

1. PROTECT & MOVE FURNITURE & EQUIPMENT AS REQUIRED TO PROGRESS THE CONSTRUCTION WORK.
2. REPLACED CEILING TILES SHALL MATCH EXISTING.
3. REPAIR, RE-LAMP, AND CLEAN ALL EXISTING LIGHTING FIXTURES TO REMAIN.
4. CLEAN EXISTING SUPPLY & RETURN GRILLES.
5. PROVIDE ENGINEERED STRUCTURAL SUPPORT (JAMB STUDS, HEADERS, ETC.) FOR ALL DOORS, WINDOWS AND OPENINGS.
6. UTILIZE APPROPRIATE METHODOLOGIES TO PROVIDE SUITABLE SOUND TRANSMISSION COEFFICIENTS AT BUILDING CONSTRUCTION COMPONENTS FOR ROOMS AS SHOWN ON PLANS.

LEGEND

-  EXISTING TO REMAIN
-  6'x8' WORKSTATION
-  TASK CHAIR
-  SIDE CHAIR
-  LARGE PRINTER
-  PAPER SHREDDER



1 2ND FLOOR PROPOSED CONSTRUCTION PLAN
SCALE: 1/8" = 1'-0"



CONSULTANTS

DRAFT
NOT FOR LEASE

WARNING: THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

CONTRACT: **ELECTRICAL**

TITLE: **FURNITURE MODIFICATION**

LOCATION: **152 WEST HIGH ST
BALLSTON SPA, NY**

CLIENT: **DEPARTMENT OF LABOR**

DRAWING NUMBER: **SA06-FL01-37042**

MARK	DATE	DESCRIPTION
	1/10/2023	PROPOSED WORK

PROJECT NUMBER: **37041**

DESIGNED BY: **MASB**

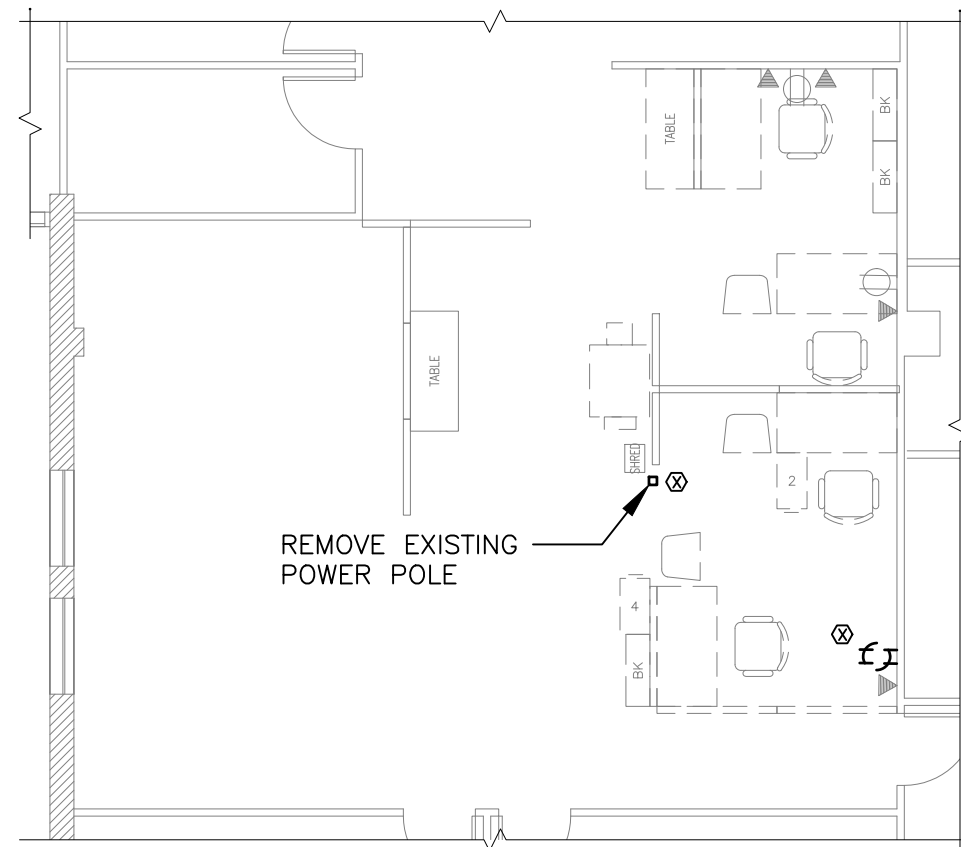
DRAWN BY: **MASB**

CHECKED BY: **--**

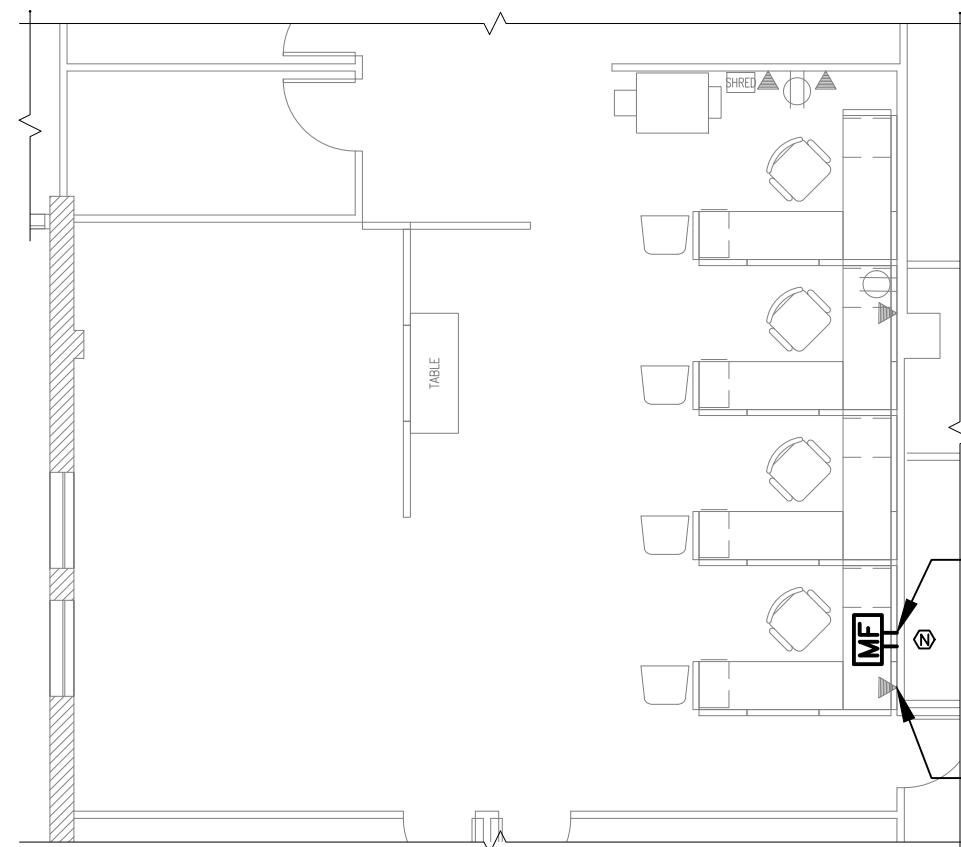
APPROVED BY: **XXXXX**

SHEET TITLE: **1ST FLOOR
POWER & TEL/DATA
REMOVAL & INSTALL PLAN**

SHEET NUMBER: **E-101**



1 2ND FLOOR POWER & TEL/DATA REMOVAL PLAN
SCALE: 1/8" = 1'-0"



2 2ND FLOOR POWER & TEL/DATA PLAN
SCALE: 1/8" = 1'-0"

POWER & TEL/DATA NOTES:

1. DEVICE LOCATIONS ARE FOR GENERAL REFERENCE ONLY. FIELD VERIFY FINAL LOCATIONS AND COORDINATE WITH ANY NEW/RELOCATED FURNITURE.
2. COORDINATE POWER & TEL/DATA REMOVALS WITH PROPOSED POWER & TEL/DATA PLANS. REMOVE POWER & TEL/DATA AS REQUIRED. SAVE MODULAR FURNITURE WHIPS FOR RE-USE.

POWER & TEL/DATA LEGEND

- ⊗ EXISTING TO BE REMOVED
- Ⓡ EXISTING TO BE RELOCATED
- Ⓝ NEW TO BE INSTALLED
- Ⓜ FLOOR MOUNTED TEL/DATA RECEPTACLE
- Ⓞ FLOOR MOUNTED DUPLEX RECEPTACLE
- ⚡ WALL MOUNTED LIGHT SWITCH
- Ⓜ WALL MOUNTED DUPLEX RECEPTACLE
- Ⓜ WALL MOUNTED QUAD RECEPTACLE
- Ⓜ WALL MOUNTED TEL/DATA RECEPTACLE
- MF FLOOR MOUNTED MODULAR FEED
- MF WALL MOUNTED MODULAR FEED
- CR WALL MOUNTED CARD READER

INSTALL MODULAR FEED
Ⓞ EXISTING POWER LOCATION

UTILIZE EXISTING DATA FOR WORKSTATIONS





SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Tracy Goodson, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: County Clerk

DATE: 5/25/2023

COMMITTEE: Buildings & Grounds

1. Is a Resolution Required:

2. Proposed Resolution Title:

Amending previous contract with CCM Associates of Clifton Park, LLC authorizing new contract with CPC Development I LLC adopting remaining terms.

3. Specific Details on what the resolution will authorize:

This resolution will amend the five year contract with CCM Associates of Clifton Park, LLC including lease for Clifton Park Department of Motor Vehicle authorizing CPC Development I LLC as the new owner.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.19.191-8621
- b. Budget year impacted 2023
- c. Details

Current contract honored in completion with new mall owner, CPC Development I LLC. Renewal subject to consideration 2023.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

N/A

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

N/A

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted Yes <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Notice of Sale - change of property ownership

10. Remarks:



800 Route 146, Suite 240
Clifton Park, NY 12065

Phone: (518) 383-0059 Fax: (518) 371-1658

CCM Associates of Clifton Park, LLC

800 Route 146, Suite 240
Clifton Park, New York 12065

March 10, 2023

Saratoga County DMV
Attn: County Clerk
40 McMaster St.
Ballston Spa, NY 12020

Re: Notice of Sale of Property

Dear Sir or Madam:

Please be advised CCM Associates of Clifton Park LLC (the "Prior Owner") has sold its right, title and interest in that certain Property known as 22 Clifton Country Road, 303 Clifton Country Road and 309 Clifton Country Road, Town of Clifton Park, Saratoga County, New York to CPC Development I LLC, CPC Development II LLC, CPC Development III LLC, CPC Development VI LLC, CPC Development VII LLC, CPC Development VIII LLC and CPC Development IX LLC, as tenants in common (collectively the "New Owner"). The New Owner has received an assignment of your lease and all rents and security deposits (if any) and has agreed to perform all obligations of Landlord with respect to the Property as of the date hereof.

Please direct all notices and rental payments to the New Owner at the following address:

CPC Development I, LLC
22 Clifton Country Rd, Suite 79
Clifton Park, NY 12065

Phone: (518) 463-0800 Fax: 518-273-8045

Please contact the New Owner should you need additional information in this regard.

Very truly yours,

CCM ASSOCIATES OF CLIFTON PARK, LLC

By: 
Donald C. Greene, Sole Member