

SPECIAL RULES

May 12, 2026

Time Started:

Attendance: Loveridge, Bayly, Herrington, Fleming, Nichols

Staff:

Agenda

RESOLUTION	TITLE
G/237/26	RESOLUTION CLASSIFYING ACTION TO UNDERTAKE A CERTAIN PROJECT AS TYPE II ACTION NOT SUBJECT TO SEQR REVIEW – BUREAU OF CENTRAL SERVICES
G/238/26	RESOLUTION AUTHORIZING AN AMENDED AND RESTATED AMENDMENT TO ENERGY PERFORMANCE AGREEMENT WITH SIEMENS INDUSTRY, INC. – BUREAU OF CENTRAL SERVICES
P/239/26	RESOLUTION ESTABLISHING A SPECIAL PROJECT REVIEW COMMITTEE OF THE RENSSELAER COUNTY LEGISLATURE TO REVIEW ENERGY PERFORMANCE PROJECTS AND OTHER PROJECTS PENDING PUBLIC FUNDS

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Special Rules

Committee

Date May 12, 2026

Resolution No. G/237/26

RESOLUTION CLASSIFYING ACTION TO UNDERTAKE A CERTAIN PROJECT AS TYPE II ACTION NOT SUBJECT TO SEQR REVIEW – BUREAU OF CENTRAL SERVICES

WHEREAS, The County of Rensselaer (the "County") desires to undertake building, energy performance and related improvements for certain County facilities, including the Hoosick Falls Senior Center, Schodack Senior Center, Schodack Storage Facility, and Fire Training Tower, including, but not limited to, installation of a new AC unit, plumbing, electrical upgrades, and interior upgrades including doors and frames, along with exterior upgrades including security access (collectively the "Project"); and

WHEREAS, Pursuant to Article 8 of the Environmental Conservation Law, as amended, (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended, (the "Regulations"), the County desires to comply with the SEQR Act and the Regulations with respect to the Project; now, therefore, be it

RESOLVED, BY THE MEMBERS OF THE COUNTY LEGISLATURE OF THE COUNTY OF RENSSELAER, NEW YORK AS FOLLOWS:

1. The Project and expenditures therefor constitute a "Type II Action" as defined in Regulation 6 NYCRR 617.5(c)(29) and no further action under the SEQR Act and the Regulations is required.
2. This Resolution shall take effect immediately.
3. The foregoing Resolution was thereupon declared duly adopted.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 12, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Special Rules

Committee

Date May 12, 2026

Resolution No. G/238/26

**RESOLUTION AUTHORIZING AN AMENDED AND RESTATED AMENDMENT TO ENERGY
PERFORMANCE AGREEMENT WITH SIEMENS INDUSTRY, INC. -
BUREAU OF CENTRAL SERVICES**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Article 9 of the New York Energy Law (the "Act") authorizes municipalities and school districts to enter into contracts ("Energy Performance Contracts") for the provision of energy services, including but not limited to, electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain, or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues; and

WHEREAS, Rensselaer County (the "County") issued a Request for Proposals (RFP-13-37) for a performance-based energy savings and operations plan for various county facilities; and

WHEREAS, Based on the evaluation of the proposals, Siemens Industry, Inc. ("Siemens Industry") was selected to develop and implement a performance-based energy savings and operations plan; and

WHEREAS, Siemens Industry has provided or will provide the County with certain energy performance and related facility improvement measures for certain County facilities, including the Hoosick Falls Senior Center, Schodack Senior Center, Schodack Storage Facility, and Fire Training Center, including installation of a new AC unit, plumbing, electrical upgrades, and interior upgrades including doors and frames, along with exterior upgrades including security access ("Work"); and

WHEREAS, The County seeks to authorize the negotiation, execution and delivery of the Second Amended and Restated Amendment No. 11 to Performance Contracting Agreement with Siemens Industry, in the additional not to exceed of \$614,701.00 ("Second Amended and Restated Amendment No. 11"); now, therefore, be it

RESOLVED, By the County Legislature of Rensselaer County, New York, as follows:

Section 1. In accordance with Section 9-103 of the Act, the County is hereby authorized to enter into, in the form subject to the approval of the County Attorney, a Second Amended and Restated Amendment No. 11 with Siemens Industry with respect to the Work related to County facilities.

Section 2. The Chief Fiscal Officer, as Chief Fiscal Officer of the County, is hereby authorized to negotiate and deliver on behalf of the County a Second Amended and Restated Amendment No. 11 and all other certificates or instruments required in connection therewith, provided, however, that all amounts payable by the County shall be subject to annual appropriation of such payments by the County Legislature. The power to prescribe the terms, forms and covenants of the Second Amended and Restated Amendment No. 11 and all other certificates or instruments required in connection therewith is hereby delegated to the Fiscal Officer, as Chief Fiscal Officer.

Section 3. This Resolution is not subject to a mandatory or permissive referendum.

Section 4. The County hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Resolution.

Section 5. All acts previously taken by the County with respect to the execution and delivery of the Second Amended and Restated Amendment No. 11 are hereby further authorized, with the assistance of, and subject to the approval of the County Attorney, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 12, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date April 14, 2026

Resolution No. G/9

RESOLUTION AUTHORIZING AN AMENDED AND RESTATED AMENDMENT TO ENERGY PERFORMANCE AGREEMENT WITH SIEMENS INDUSTRY, INC. - BUREAU OF CENTRAL SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Article 9 of the New York Energy Law (the "Act") authorizes municipalities and school districts to enter into contracts ("Energy Performance Contracts") for the provision of energy services, including but not limited to, electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain, or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues; and

WHEREAS, Rensselaer County (the "County") issued a Request for Proposals (RFP-13-37) for a performance-based energy savings and operations plan for various county facilities; and

WHEREAS, Based on the evaluation of the proposals, Siemens Industry, Inc. ("Siemens Industry") was selected to develop and implement a performance-based energy savings and operations plan; and

WHEREAS, Siemens Industry has provided or will provide the County with certain energy performance and related facility improvement measures for certain County facilities, including the Hoosick Falls Senior Center, Schodack Senior Center, Schodack Storage Facility, and Fire Training Center, including installation of a new AC unit, plumbing, electrical upgrades, and interior upgrades including doors and frames, along with exterior upgrades including security access ("Work"); and

WHEREAS, The County seeks to authorize the negotiation, execution and delivery of the Second Amended and Restated Amendment No. 11 to Performance Contracting Agreement with Siemens Industry, in the additional not to exceed of \$614,701.00 ("Second Amended and Restated Amendment No. 11"); now, therefore, be it

RESOLVED, By the County Legislature of Rensselaer County, New York, as follows:

Section 1. In accordance with Section 9-103 of the Act, the County is hereby authorized to enter into, in the form subject to the approval of the County Attorney, a Second Amended and Restated Amendment No. 11 with Siemens Industry with respect to the Work related to County facilities.

Section 2. The Chief Fiscal Officer, as Chief Fiscal Officer of the County, is hereby authorized to negotiate and deliver on behalf of the County a Second Amended and Restated Amendment No. 11 and all other certificates or instruments required in connection therewith, provided, however, that all amounts payable by the County shall be subject to annual appropriation of such payments by the County Legislature. The power to prescribe the terms, forms and covenants of the Second Amended and Restated Amendment No. 11 and all other certificates or instruments required in connection therewith is hereby delegated to the Fiscal Officer, as Chief Fiscal Officer.

Section 3. This Resolution is not subject to a mandatory or permissive referendum.

Section 4. The County hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Resolution.

Section 5. All acts previously taken by the County with respect to the execution and delivery of the Second Amended and Restated Amendment No. 11 are hereby further authorized, with the assistance of, and subject to the approval of the County Attorney, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

April 14, 2026

Clerk of the Legislature

Sent to County Executive

Received from County Executive

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Hoosick Center Amendment #11 - Appendix 1

Title	COR#	Notes	Location	Total Cost
Exercise Equipment Change	CO #1	Cost increase for exercise equipment add/change. Cost also includes electrical.	Senior Center	\$ 8,117.16
Kitchen Flooring Change -Sheet V	CO #2	ALTRO; STRONGHOLD 30; COLOR: MIDNIGHT (Cost Diff Vs Specified)	Senior Center	\$ 16,599.00
Dishwasher	CO #3	New Dishwasher- Including new septic, Floor Drains, Electric, Plumbing, Etc.	Senior Center	\$ 165,864.25
Provide Voice and Data Drop in File Room 102	CO #5	As per request of Mental Health	Mental Health	\$ 1,216.00
Senior Center Bathroom Door Change	CO #6	Provide Automatic Openers for Senior Center Bathroom Doors (2)	Senior Center	\$ 11,927.39
Exercise Equipment	CO #7	Take Back Exercise Equip Pass Thru - Purchased by Greco	Senior Center	\$ 34,860.00
Sidewalk/Curb Cut and Dry Good Fencing	CO #8	Demo and Pour back existing sidewalk to add curb cut. Fencing in Drygood.	All Departments	\$ 16,104.80
Propane Pass Thru	CO #9	Take back Propane Pass Thru - Paid for by Greco	All Departments	\$ 10,000.00
Flag Pole w Solar Lights	CO #10	Add 3 Flag Poles including Flags with Solar Lights	All Departments	\$ 21,629.00
Sorm Water Mgmt	CO #11	Extend Gutter Storm Water Drain Piping to rear of Bldg into Septic Field	All Departments	\$ 9,081.36
New Kitchen Exterior Door	CO #12	Remove and Replace Existing Door. Salvage and Reuse Existing Hardware. Install new Closer.	All Departments	\$ 3,416.63
<u>Hoosick Pavilion</u>	<u>CO #13</u>	<u>New Pavilion</u>	<u>Hoosick Senior Center</u>	<u>\$ 101,276.00</u>
<u>Flag Poles</u>	<u>CO #14</u>	<u>Add 3 Flag Poles including Flags with Solar Lights</u>	<u>Schodack Senior Center</u>	<u>\$ 33,396.92</u>
<u>Sewer Cleaning</u>	<u>CO #15</u>	<u>High Pressure, hydro-sewer cleaning on floor drain removing build up</u>	<u>Schodack Senior Center</u>	<u>\$ 1,429.17</u>
<u>Shed Siding</u>	<u>CO #16</u>	<u>Removal of shed siding, repair doors & provide siding to match building</u>	<u>Schodack Senior Center</u>	<u>\$ 6,276.67</u>
<u>Health Clinic Rensselaer Security</u>	<u>CO #17</u>	<u>Siemens Access & Security</u>	<u>Mental Health Clinic</u>	<u>\$ 38,736.11</u>
<u>Schodack Storage Access & Security</u>	<u>CO #18</u>	<u>Siemens Access & Security</u>	<u>Schodack Storage Center</u>	<u>\$ 59,284.72</u>
<u>Fire Training Center Card Access & Security</u>	<u>CO #19</u>	<u>Siemens Access & Security</u>	<u>Fire Training Center</u>	<u>\$ 39,375.00</u>
<u>Fire Training Center Split Unit</u>	<u>CO #20</u>	<u>Provide and install 3-ton split AC unit in fireman's training ceter</u>	<u>Fire Training Center</u>	<u>\$ 36,111.11</u>
				\$ 614,701

** Underlined items are additional scope

Second Amended and Restated Amendment No. 11 to Performance Contracting Agreement

Second Amended and Restated Amendment No. 11 ("Amendment") is made this 1st day of December, 2025, by and between Siemens Industry, Inc. ("SIEMENS"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the Performance Contracting Agreement dated March 1, 2014, 44OP-097293 between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

PROJECT:

To address changes to the scope of the Agreement with Savings achieved through this Second Amended and Restated Amendment 11's FIM's calculated and reported separately from the FIM's identified in the Agreement and previous Amendments.

CLIENT: Rensselaer County
99 Troy Road
East Greenbush, NY 12061

DESIGNATED REPRESENTATIVE:
Steve McLaughlin, County Executive
Phone: 518-270-2900, Fax: 518-270-2961

SIEMENS: Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove IL 60089

Local office at:
6 British American Blvd, Suite 104-c
Latham, NY 12110

DESIGNATED REPRESENTATIVE:
Tom Garrett, Account Executive
Phone: 518-424-0768, Fax: 518-782-0476

1. The Agreement and any amendments thereto are incorporated by reference herein and made a part hereof.
2. The Parties agree to modify the Agreement as follows:

The following is added to Article 4 of the Performance Contracting Agreement:

4.14f The savings realized between the Final Completion date of construction related to the scope of Amendment 11 and the next anniversary of the Guarantee Date will be added to the Construction Period Savings. Annual Period 1 for the savings related to the scope of Second Amended and Restated Amendment 11 will start on the next anniversary of Guarantee Date after construction is complete.

EXHIBIT A – Scope of Work and Services, Article 1: Scope of FIM Work is modified as follows:

In collaboration with the CLIENT via milestone reviews and feedback during the development of the project, SIEMENS will be solely responsible for the development of the plans and specifications associated with the Work. In the event there are discrepancies between the confirmed plans and the specifications (where applicable), the specifications will take precedence over the plans.

The following Work is inserted at the end of the Amendment 10 Article 1.2.

1.2.110 Upgrade Lighting

SIEMENS will remove and dispose of existing lamps and fixtures currently servicing the interior and exterior throughout the Hoosick Senior Center with new LED lighting technology as follows:

- Replace (180) existing pendant mount T8 fluorescent light fixtures with new LED fixtures. (Refer to Exhibit C, Article 4: Measurement and Verification Plan, Table 4.2.1.1 – Post Retrofit Lighting for LED fixture type.

1.2.111 Install New HVAC System Upgrades

SIEMENS will furnish and install the following HVAC system upgrades:

- Remove all existing interior ductwork
- Furnish and install (2) new economizers on the (2) existing Carrier RTU's. Reuse exterior ductwork and provide new supply air ductwork to Dining Room and Theater. Clean and recommission existing units prior as required.
- Furnish and install five (5) new VRF fan coil units in DMV, Art room, Workout room, Offices, and Kitchen/office/Dry Storage areas. Units will be ducted, have low ambient capacity, remote condensing units, refrigeration piping, and condensate drains.
- Furnish and install a new ERV unit sized to provide ventilation to all spaces conditioned by VRF units.
- Furnish and install a new kitchen hood system consisting of one 2,475 CFM hood with associated exhaust fan and propane fired makeup air unit by Captive Air or equal.
- All supply duct mains shall be galvanized rectangular ductwork or rigid spiral ductwork in compliance with SMACNA standards. Supply air runouts shall be flexible round with a maximum length of five (5) feet to 2x2 ceiling diffusers. Kitchen exhaust hood ductwork shall be welded black iron.
- Insulation: all supply air ductwork, outside air ductwork, and refrigeration piping will be insulated in compliance with the NYS Energy Conservation Code
- Refrigeration piping will be copper with brazed joints and sized per unit manufacturer's recommendation.
- Air systems (RTU's, VRF's, ERV, EF's, and kitchen makeup air unit will be balanced.
- SIEMENS will provide O&M manuals, balancing report, startup reports, and as-built drawings

Fire Training Center:

SIEMENS will furnish and install one (1) new split AC cassette unit in the Fire Training Center.

- All new DX piping to be insulated with Armaflex.
- Electrical work will be performed in emt conduit.
- A low ambient kit, "big foot" mounting stand will be included.
- Furnish and install thermostat will be remote with a wall mounting kit

1.2.112 Install New Plumbing System

SIEMENS will furnish and install the following Plumbing system upgrades

- Cut and cap all sanitary, vent, and domestic water piping from existing plumbing fixtures
- Sanitary and vent piping shall be no hub cast iron or schedule 40 PVC above ground, and schedule 40 PVC below ground.
- Domestic water piping: all domestic water mains shall be copper or FlowGuard CPVC. All branch piping shall be copper with press fittings of PEX. All domestic water piping in the kitchen will only be copper.
- Furnish and install commercial grade plumbing fixtures as shown on Architectural drawings including but not limited to floor drains with trap primers in all bathrooms, freeze proof hose bibs, two kitchen grease traps, sanitary floor sinks in kitchen, electric instantaneous hot water heaters in bathrooms, condensing hot water heater in kitchen.
- Propane piping shall be copper and black steel propane piping to kitchen appliances and kitchen makeup air unit
- Insulate all copper domestic water piping in compliance with the NYS Energy Conservation Code
- Furnish and install new well pump
- Upgrade existing water filtration system (maximum \$50,000 allowance)
- Furnish O&M manuals, startup reports, and as-built drawings

- Sewer Cleaning (Schodack Senior Center):
Furnish labor, material and equipment to complete the work associated with cleaning floor drain;
removing build up from within the line and trap.

1.2.113 Install Needle Point Bipolar Ionization (NPBI)

SIEMENS will install needlepoint bipolar ionization devices in the equipment below.

Scope of Work Details include:

- Conduct a pre-install test of particulate matter at various points around facility using calibrated meter and record readings.
- Provide and install Needlepoint Bipolar Ionization (NPBI) emitters on the supply duct of (2) existing pad mounted RTUs and (5) VRF Heat Pumps.
- Conduct a post-install test of particulate matter at various points around facility using calibrated meter and record readings to generate report for facility.

The following Warranty provisions supersede and replace the warranty provisions in Section 5 of the Agreement as to this product:

Manufacturer's Warranty. The CLIENT acknowledges and agrees that the sole and exclusive warranty for this FIM is the warranty provided by the manufacturer of this product. The CLIENT shall follow the manufacturer's instructions with regard to submitting warranty claims and obtaining warranty service.

No SIEMENS Warranty. SIEMENS PROVIDES THIS FIM "AS IS". SIEMENS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE EFFICACY OF THIS FIM, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OR TRADE.

No Indemnity. SIEMENS' indemnity obligations under Section 10.4 of the Agreement shall not apply to claims arising out of or relating to this FIM unless the relevant claim arises solely out of, and is specifically related to, the Work in the installation of this FIM.

1.2.114 Provide Build-Out Work

SIEMENS will provide the following Work as follows:

SIEMENS will produce design drawings and specifications in collaboration with the engineer of record. In case there is a conflict between the Scope of Work and drawings, the Scope of Work will be executed as per this Amended and Restated Amendment 11.

Site Demo

- Demolish existing front sidewalk and pour back with curb cut.
- Provide all associated cutting and patching for MEP subcontractors.
- Provide all required cutting and patching for new windows, doors, and vents.
- Demolish and dispose of existing partitions, mechanical, plumbing, and electrical work required for Project completion.

Gym Equipment

- Furnish and install the following gym exercise equipment:
 - (2) Spirit SMART Touchscreen Treadmills
 - (2) Spirit SMART Touchscreen Recumbent Bikes
 - (1) First Degree Apollo Pro V Reserve Water Rower
 - (1) Impact Fitness TR801 Bicep / Tricep
 - (1) Impact Fitness TR803 Inner / Outer Thigh
 - (1) Impact Fitness TR804 Leg Extension / Leg Curl
 - (1) Impact Fitness TR805 Leg Press / Calf
 - (1) Impact Fitness TR806 Pec Deck / Rear Deltoid
 - (1) Impact Fitness TR808 Shoulder Press / Lat Pulldown
 - Upgrade to Black Upholstery

New Dishwasher

- Furnish and provide updated design documents along with additional site work in coordination with DOH to enlarge the existing septic field and add a grease trap to accommodate the addition of a new dishwasher. Provide additional saw cutting and additional floor drains as per code and DOH requirements. Furnish and install an additional electrical circuit and plumbing as required to accommodate and install new dishwasher. Furnish and install new dishwasher. Dishwasher shall be Jackson WWS Model No. DISHSTAR HT-E-SEER, undercounter, high temperature sanitizing, steam elimination & energy recovery 24-1/4" W.

Propane Tanks

- Furnish and install (2) 1,000-gallon propane tanks and run line to building. Install regulators as required.

Flagpoles with solar lights

- Furnish and install three (3) flagpoles, (1) 35' with 6" diameter and (2) 30' with 6" diameter. Furnish and install foundations as required. Furnish and install (1) solar light per flagpole, (3) total.

Schodack Senior Center:

- Furnish and install three (3) flagpoles; (2) 30' with 7" diameter and (1) 35' with 6" diameter. Furnish and install foundations as required. Furnish and install (1) solar light per flagpole, (3) total.

Storm water management

- Furnish and install 200 linear feet of 6" diameter ADS pipe on the ground with multiple tee's to trap water and flow to the rear of building into septic field.

Concrete Work / Masonry

- Modify existing masonry and concrete and front of building to accommodate new storefront system.
- Furnish and install all associated sidewalks, mechanical pads, and bollards.
- Provide required cutting and patching for all MEP trades.
- Provide required saw cutting for underground plumbing work including excavation and removal of concrete and fill.

Structural Steel & Cold Form Framing

- Provide structural steel and cold formed framing for new window openings, doors, and for new captive air system.

Mill Work & Inwall Blocking

- Furnish and install 18 Linear Feet of millwork including upper and lower cabinets.
- Furnish and install associated trim work at windows and doors including windowsills.
- Furnish and install inwall blocking required.

Roof Patching and Joint Protection

- Provide roof patching needed including any penetrations by MEP subcontractors.
- Furnish and install joint protection and required caulking.

Doors and Frames

- Provide automatic door openers for Senior Center bathrooms (2)
- Remove existing kitchen door and salvage hardware. Provide and install 18 gauge insulated galvanized hollow metal exterior door in kitchen along with new hold open closer and paint to match existing
- Furnish and install interior and exterior doors and frames
- Furnish and install specified hardware.

Windows and Store Frames

- Furnish and install new windows.
- Furnish and install new interior and exterior glass store front including all required doors and hardware.

Drywall and FRP

- Furnish and install metal framed partitions and drywall
- Tape and spackle drywall and make ready for paint
- Furnish and install all FRP Panels in Kitchen

Ceilings

- Furnish and install ceilings system as per SRA drawings.
- Provide cutting and patching required in ceiling systems for MEP trades.

Tile work

- Furnish and install floor and wall tile within all bathrooms as specified.
- Provide metal edging and transition strips as required.

Flooring

- Furnish and install 8000 Sq/ft of flooring inclusive of VCT, Carpet, and Alto Vinyl; Stronghold 30; Color: Midnight as per SRA drawings. Provide metal transition strips as needed.
- Furnish and install base molding.

Painting

- Paint GWB partitions and ceilings. Provide touch up as needed. Paint colors to be reviewed by CLIENT and architect prior to ordering.
- Paint front of building only as needed.
- Paint Bollards.

Specialties

- Provide and install interior signage.
- Recondition existing exterior street sign.
- Provide new building signage.
- Furnish and install toilet and bath accessories inclusive of toilet partitions.
- Furnish and install Security Shutter.

Awning and Window Treatments

- Furnish and install fabric awnings at 2 entrances.
- Furnish and install window treatments at windows and exterior store front system.

Pre-Engineered Metal Building Systems

- Furnish and install required Pre-Engineered Metal Building System Components and Parts as needed for all window, door, and floor cutting.
- Furnish and install new metal panels at front of building ONLY along with all required coping and transition strips.

Earthwork

- Provide excavation and backfill at saws cut areas including all required subbase.

Fences and Gates

- Furnish and install 6' x 8' galvanized chain link fence. Posts will be plated to the floor and attached using 3/8" x 3" concrete anchors.
- Furnish and install (1) each 4' x 8' single walk gate. All materials installed will be commercial / industrial quality and have matching galvanized finishes.
- Furnish and install new dumpster enclosure. Dumpster enclosure to be 4 sided with one side including swinging gates for dumpster access.
- Furnish 3-sided MUA enclosure with slats and bollards.

Septic

- Furnish and install new septic system expansion system with 4" Perf Pipe for Laterals, Topsoil, seed, and mulch in disturbed areas.
- Provide erosion control and sweeping.

Shed Siding (Schodack Senior Center):

- Furnish and install siding and trimming to match building.
- Repair doors

New Pavilion (Hoosick Senior Center)

- Furnish and install new 28 ft by 25 ft 3 ¼ " Pavilion. Per the Greco Construction Hoosick Falls Pavilion Drawings. The location of Pavilion is left rear of Senior Center when facing the building.
- Furnish and install concrete tech post, site and cast-in-place concrete
- Furnish and install 6 x 6 posts, plates and connectors
- Furnish and install metal roofing 32" panels 13 units
- Furnish and install top plate trusses 2x6x16, trusses shall be 16" O.C
- Furnish and install pearling for roof 2x4
- Furnish and install soffit trim 1x6
- Paint trusses

1.2.115 Card Access Control, Security – CCTV

SIEMENS will provide SiPass access control for (4) exterior doors and (8) interior doors and card readers. SIEMENS to provide/install all electronic door hardware, power supplies, wiring, and access control devices. This facility will be added to the SiPass software for the CLIENT.

SIEMENS to provide a new IP camera system of (9) exterior cameras and (8) interior cameras to provide coverage to both the interior and exterior of the building. All cameras will be IP cameras with SIEMENS supplied PoE network switches to network all cameras back to SIEMENS supplied Siveillance Network Video Recorder. This scope includes all the required IP cameras, networking, power, installation, network video recorder, and software licensing.

Fire Training Center:

SIEMENS will provide SiPass access control for (5) doors and (3) access controllers (each unit can control up to (2) doors and card readers. SIEMENS to provide/install all electronic door hardware, power supplies, wiring, and access control devices. This facility will be added to the SiPass software for the CLIENT.

The (8) existing cameras to be reused and programmed to communicate to Siveillance Network Video Recorder (NVR). SIEMENS will setup the NVR and Siveillance software off-site prior to installation in the CLIENT provided network rack.

Schodack Storage (Schodack Senior Center):

SIEMENS will provide SiPass access control for (4) exterior doors and access controllers. SIEMENS to provide/install HID Card Readers, door contacts, electronic door strikes or maglocks for the doors and retrofitting the existing doors called out for access control. Excludes any door hardware or electronic door hardware. Power supplies will be added as needed for the additional doors and controllers. This facility will be added to the SiPass software for the CLIENT.

SIEMENS to provide a (4) new IP camera system. All cameras will be IP cameras with SIEMENS supplied PoE network switches to network all cameras back to SIEMENS supplied Siveillance Network Video Recorder. This scope includes all the required IP cameras, networking, power, installation, network video recorder, and software licensing.

Health Clinic:

SIEMENS will provide and install a new cellular dialer to monitor and report alarms from the existing (2) panic buttons located at the facility. The cellular dialer will be setup and monitored through the SIEMENS monitoring center and report the alarms to the authorities as directed by the CLIENT.

SIEMENS to provide a (6) new IP camera system. All cameras will be IP cameras with SIEMENS supplied PoE network switches to network all cameras back to SIEMENS supplied Siveillance Network Video Recorder. This scope includes all the required IP cameras, networking, power, installation, network video recorder, and software licensing.

1.2.116 Fire Alarm System

SIEMENS will provide a new voice fire alarm system as required to meet code per architectural drawings, electrical drawings from LaBella, and understanding of the building occupancy. The following fire alarm devices will be furnished and installed:

- (36) Smoke Detectors with bases
- (6) Heat Detectors with bases
- (10) Pull Stations
- (4) Duct Detectors with smoke, carbon dioxide, sampling tubes, relays, and test switches.
- (2) Dual Input Modules for monitoring
- (4) Relay modules for equipment control
- (1) NAC Booster Panels
- (14) Speaker Strobes
- (5) Strobes
- (2) Magnetic Door Holders
- (1) Remote Annunciator with control
- (1) Cellular Dialer

SIEMENS will complete the required NFPA Fire Alarm test and inspection after the fire alarm panel installation is complete.

1.2.117 DDC Controls Installation

SIEMENS will install new DDC controls on equipment as described below.

Scope of work consists of:

- Furnish, install, and wire all required DDC controllers, control panels, power supplies, sensors, control valves (installed by mechanical contractor), and actuators as required for the following systems:
- (2) Existing AHUs/RTUs - SIEMENS to replace the existing packaged controls on the existing Carrier AHUs. SIEMENS will supply DDC controls for fan start/stop/status, OA/MA damper actuators, mixed air temp, supply air temp, DX Enable/Disable, Gas Heat Enable/Modulating (if available), room temp in respective zone, and room CO2 sensor for DCV control per zone.
- (1) ERV with Zone VRF/HPs - SIEMENS to complete BACnet integration to the packaged controls of the Energy Recovery Unit and (5) VRF Heat Pumps. SIEMENS will wire the low voltage communication wire for the packaged controls and install the packaged control thermostats.
- SIEMENS will supply and install (4) zone CO2 sensors in the respective zones to use for DCV with the associated ERV system.
- EXCLUDES providing DDC controls or installing any factory controls/wiring associated with the MAU and EF.
- All building points, trends, alarms, and graphics to be added for the building to the existing CLIENT SIEMENS Desigo CC system.
- CLIENT to provide SIEMENS with network connection and allow SIEMENS to setup cRSP for remote connection for setup and monitoring of the BMS system.

1.2.118 Provide Electrical Contractor Work

SIEMENS will provide the following Electrical Contracting work as follows:

Scope of work consists of:

- Furnish and install exterior LED lighting
- Furnish and install interior LED lighting
- Furnish and install lighting controls – occupancy sensors, switch packs and photocells.
- Provide HVAC equipment connections to (5) VRF units, (1) well pump connection, (2) cabinet unit heaters, (1) ERV, kitchen hood and exhaust fans
- Temporary lights and power will be provided per OSHA standards and receptacles for small hand operated tools and chargers
- Furnish and Install GFCI receptacles at all sink locations
- Furnish and Install receptacles per area requirements and national electrical code
- Provide electric power to kitchen panel powering, (4) freezers, double door refrigerator, mobile heated cabinet, standing mixer, refrigerated work top, convection oven slicer, kitchen hood, rough-in for 2-time clocks, 3rd party inspection and new dishwasher.
- Provide communication wiring to 20u wall rack in AV room, (2) time clocks, 16-CCTV locations, (3) WAP locations, (25) dual data drops, (6) allocated for DMV and (8) single data locations for printers.
- Provide dedicated power required for automatic door operators (2) at bathrooms
- Provide dedicated power circuit for new exercise equipment.
- Furnish and install PVC conduit from existing panel to new Pavilion area.
- Furnish and install circuit breakers in existing panel for new Pavilion.
- Trench from the building to the new Pavilion and furnish and install conduit underground.
- Provide wall pack on front of new Pavilion facing the parking lot for egress lighting controlled by a photocell.
- Furnish and install two outdoor rated ceiling fans with lights in new Pavilion.
- Furnish and install LED string lights around the perimeter of the new Pavilion.
- Furnish and install four GFCI receptacles in new Pavilion.
- Furnish and install three switches (fan, fan light and light strings) in new Pavilion.

CLIENT'S Responsibilities (in addition to those in Article 6 of the Agreement):

CLIENT shall cooperate with SIEMENS in SIEMENS' efforts to obtain utility rebates and incentives. CLIENT's cooperation includes, but is not limited to, signature on applications and permitting utility personnel to enter the Facility where the FIM's have been installed to verify their installation and that they are operating.

Exhibit A Article 2: Section 2.1.2 is modified as follows:

The following is inserted below 2.1.2:

Commencement of Work: SIEMENS shall commence the Work upon receipt of written notice to proceed from the CLIENT which shall be issued following the closing of the CLIENT's financing and shall perform the Work diligently and shall complete the Work no later than twelve (12) months after commencement of the Work on this Second Amended and Restated Amendment 11.

Exhibit B – Payment Schedules is modified as follows:

Article 1: Payment for Scope of Work, the following is inserted

Price: The amount that the CLIENT shall pay for the Project is \$4,451,659. This amount is divided into the amount paid to SIEMENS and amounts paid directly by the CLIENT to entities with whom the CLIENT will contract directly. As full consideration of the Work as described in Exhibit A, Article 1: Scope of FIM Work, the CLIENT shall pay SIEMENS \$4,211,220 subject to increase or decrease as indicated herein (See Table B.1.7 - FIM Work Payment Schedule). The CLIENT shall directly pay \$240,439 for furniture equipment, audio visual equipment, food service equipment purchased by the CLIENT thru SIEMENS finance for performance of the Work (See Table B.1.7a – CLIENT Direct Funded Items).

SIEMENS reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein.

FIM Work Payment Schedule, the following is added as the payment schedule applicable solely to the FIM Work performed under this Second Amended and Restated Amendment 11:

Table B.1.7 – Hoosick Senior Center FIM Work Payment Schedule

Project Phase	Payments (\$)	Payments (%)	Schedule
Project development, engineering, mobilization including bond and insurance coverage	\$287,721	6.832%	Within ten days of Effective Contract Date, subject to financing closing.
Month #1	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #2	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #3	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #4	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #5	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #6	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #7	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #8	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #9	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #10	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #11	AIA Billing	AIA Billing	Net 30 Days from invoice
PROJECT TOTAL:	\$4,211,220	100%	

See attached Rensselaer County Hoosick Senior Center Amendment #11 – Appendix 1 for pricing breakdown of the items associated with approved Change Orders incorporated into the Second Amended and Restated Amendment 11.

Table B.1.7a – CLIENT Direct Funded Items

Project Phase	Payments (\$)	Notes
Furniture Equipment	\$85,000	Quote from Equipment Vendor
Audio Visual Equipment	\$103,996	Quote from Equipment Vendor
Food Service Equipment	\$51,443	Quote from Equipment Vendor
TOTAL	\$240,439	

EXHIBIT B – Payment Schedules is modified as follows:

Table B.2.7 is added as follows and is applicable solely to the Work performed under this Second Amended and Restated Amendment 11.

Table B.2.7 – Amended and Restated Amendment 11 Performance Assurance Program Payment Schedule

Annual Period	Annual Payments (\$)	Notes
Annual Period 1	\$2,886	
Annual Period 2	\$3,031	
Annual Period 3	\$3,182	
Annual Period 4	\$3,341	
Annual Period 5	\$3,509	
Annual Period 6	\$3,684	
Annual Period 7	\$3,868	
Annual Period 8	\$4,062	
Annual Period 9	\$4,265	
Annual Period 10	\$4,478	
Annual Period 11	\$4,702	
Annual Period 12	\$4,937	
Annual Period 13	\$5,184	
Annual Period 14	\$5,443	
Annual Period 15	\$5,715	
Annual Period 16	\$6,001	
Annual Period 17	\$6,301	
Annual Period 18	\$6,616	
Annual Period 19	\$6,947	
Annual Period 20	\$7,294	

EXHIBIT C – Performance Assurance is modified as follows:

Table 1.1.8 is added as follows to the Agreement and is applicable solely to the Work performed under this Second Amended and Restated Amendment 11

Table 1.1.8 Hoosick Senior Center Total Guaranteed Savings (Dollars)

Performance Period	Energy/Utility Savings	Operational Savings	Total Savings
Annual Period 1	\$7,774	\$156,328	\$164,102
Annual Period 2	\$8,162	\$156,328	\$164,490
Annual Period 3	\$8,571	\$156,328	\$164,898
Annual Period 4	\$8,999	\$156,328	\$165,327
Annual Period 5	\$9,449	\$156,328	\$165,777
Annual Period 6	\$9,921	\$156,328	\$166,249
Annual Period 7	\$10,418	\$156,328	\$166,745
Annual Period 8	\$10,938	\$156,328	\$167,266
Annual Period 9	\$11,485	\$156,328	\$167,813
Annual Period 10	\$12,060	\$156,328	\$168,387
Annual Period 11	\$12,663	\$156,328	\$168,990
Annual Period 12	\$13,296	\$156,328	\$169,624
Annual Period 13	\$13,960	\$156,328	\$170,288
Annual Period 14	\$14,659	\$156,328	\$170,986
Annual Period 15	\$15,391	\$156,328	\$171,719
Annual Period 16	\$16,161	\$156,328	\$172,489
Annual Period 17	\$16,969	\$156,328	\$173,297
Annual Period 18	\$17,818	\$156,328	\$174,145
Annual Period 19	\$18,708	\$156,328	\$175,036
Annual Period 20	\$19,644	\$156,328	\$175,972
TOTALS	\$257,046	\$3,126,557	\$3,383,603

The utility rates are defined in Article 6 of this Agreement. Annual Period Savings will be calculated using these rates.

Table 1.1.9 is added as follows to the Agreement and is applicable solely to the Work performed under this Second Amended and Restated Amendment 11.

Table 1.1.9 Total Guaranteed Savings (Units)

Performance Period	Electric Energy Saved (kWh)	Propane (gal)	Water (kGal)
Annual Period 1	27,310	3,322	0

Table 2.1.9 is added as follows to the Agreement and applicable solely to the Work performed under this Second Amended and Restated Amendment 11

Table 2.1.9 Energy Savings - Details by Guarantee Type

FIM Name or Type	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	Measurement and Verification Options							
	A	B	AS	C	D	E		
	Retrofit Isolation: Key Parameter Measurement	Retrofit Isolation: All Parameter Measurement	Whole Facility	Whole Facility	Calibrated Simulation	Stipulated		
Furnish and Install new HVAC equipment						\$6,054	\$6,054	
Upgrade Lighting	\$1,720						\$1,720	
Avoided Life Cycle & Capital						\$156,328	\$156,328	
Totals	\$1,720	\$0	\$0	\$0		\$6,054	\$164,102	

Table 2.2.9 is added as follows to the Agreement and applicable solely to the Work performed under this Second Amended and Restated Amendment 11

Table 2.2.9 –Source of Avoided Life Cycle & Capital Cost Avoidance

Method of Determination	Description	First Annual Period Savings \$	# of Annual Periods Savings Are Applied	Annual Period Savings Begin in Year
Calculated	Avoided Life Cycle & Capital Cost Avoidance **	\$156,328	20	1
	Total	\$156,328	20	1

** The Avoided Life Cycle & Capital Cost Avoidance Operational Savings derive from work associated with Exhibit A Items 1.2.110, 1.2.111, 1.2.112, 1.2.114 and 1.2.118 which by including the FIM's in this Amendment avoid having to expend future capital funds to pay for the work that is needed now.

EXHIBIT C – Article 4.2 Option A – Measured Capacity is modified as follows:

The following is added:

4.2.1 Upgrade Lighting

Location(s): Hoosick Senior Center

Overview:

SIEMENS will retrofit the existing fixtures, lamps, and/or ballasts with more energy-efficient fixtures, lamps, and/or ballasts. Verification of electric energy Savings (kWh) achieved by the lighting retrofit shall be based upon stipulated pre-retrofit fixture quantities and wattages, a one-time measurement of the lighting power capacity upon completion of the lighting retrofit project and agreed-upon annual operating hours. Spot wattage measurements of a random sample of post-installation fixture types or fixture circuits will be used to establish demand. Sample size for wattage measurements will be determined based on FEMP guidelines for sample size determination, with overall population sample size not to exceed 10% of the retrofit population.

Pre-Retrofit Measurement/Calculations:

$$kWh_{pre} = kW_{pre,x} \times Quantity_{pre,x} \times AOH_{pre}$$

Where:

- kWh_{pre} = Total pre-retrofit annual electric consumption (kWh/yr)
- kW_{pre} = Total instantaneous kW = 59 Watts = 0.059 kW

Quantity_{pre} = Count of fixtures = 180
 AOH_{pre} = Pre-Retrofit Annual Operating Hours = 2,340 hours

Post-Retrofit Measurement Calculations:

$$kWh_{post} = \sum_{i=1}^n (kW_{post,x} \times Quantity_{post,x} \times AOH_{post})$$

$$kW_{post} = \sum_{i=1}^n (kW_{post,x} \times Quantity_{post,x})$$

Where:

kWh_{post} = post-retrofit annual electric consumption (kWh/yr.)
 kW_{post} = Instantaneous kW based on random sample of the installed/retrofitted lighting-fixture types
 Quantity_{post} = Count of each fixture-type listed in Table 4.2.1.1
 AOH_{post} = Post-Retrofit Annual Operating Hours = 2,340 hours

Table 4.2.1.1 – Post-retrofit Lighting

Fixture Type	Quantity	Estimated Wattage
2x2 LED Flat Panel	91	31.5
2x4 LED Flat Panel	17	39
8" Recessed LED	54	19.5
LED Can Fixtures	18	11
Total	180	

The existing and proposed lighting runtime is 9hrs/day, 5days/wk, 52 wks./yr. = 2,340 hrs./yr.

Savings Calculations:

Electric Savings (kWh/yr):

$$kWh_s = kWh_{pre} - kWh_{post}$$

Where:

kWh_s = Annual post-retrofit kilowatt-hour savings from lighting retrofit

Cost Savings (\$/yr):

$$\$_s = (kWh_s \times \$/kWh)$$

Where:

\$_s = Total annual cost savings
 \$/kWh = Contracted unit price for electricity at each location as per Article 6 of this Exhibit C

Option E - Stipulated

4.5.13 Furnish and New HVAC equipment

Location(s): Hoosick Senior Center

Overview:

Energy savings are based on reducing the hours of run time on the existing fans, improving the cooling system schedule and efficiency, and reducing propane usage via new VRF system.

Fan scheduling savings:

Pre-Retrofit Measurement\Calculations:

$$kWh_{pre} = \text{Existing Fan operation} = 2 \text{ units} \times 3HP \times .746 \times LF / \eta_{motor} \times AOH_{pre}$$

Where:

$$LF = \text{Load Factor} = 80\%$$

$$\eta_{motor} = \text{Motor Efficiency} = 85\%$$

$$AOH_{pre} = \text{Annual Operating Hours} = 8,760 \text{ hours}$$

$$.746 = \text{kW/HP}$$

Post-Retrofit Measurement\Calculations:

$$kWh_{post} = \text{Proposed Fan operation} = 2 \text{ units} \times 3HP \times .746 \times LF / \eta_{motor} \times AOH_{post}$$

Where:

$$LF = \text{Load Factor} = 80\%$$

$$\eta_{motor} = \text{Motor Efficiency} = 85\%$$

$$AOH_{post} = \text{Annual Operating Hours} = 4,000 \text{ hours}$$

$$.746 = \text{kW/HP}$$

Savings Calculations:

kWh Savings (kWh/yr):

$$kWh_{Saved} = (kWh_{Pre} - kWh_{Post})$$

Cost Savings(\$/yr):

$$\$_S = (kWh_{Saved} * \$/kWh)$$

Where:

$$\$_S = \text{Total annual cost savings}$$

$$\$/kWh = \$0.1399/kWh = \text{unit price for Electricity at each location as per Article 6 of this Exhibit C}$$

Cooling scheduling savings:

For the (2) 10-ton Carrier RTUs:

Pre-Retrofit Measurement\Calculations:

$$kWh_{pre} = \text{Capacity} \times \text{SU} \times \text{EFF} \times \text{AOH}_{preRTU}$$

Where:

$$\begin{aligned} \text{SU} &= \text{Scheduled Usage} = 67\% \\ \text{Capacity} &= 20 \text{ Tons} \\ \text{AOH}_{preRTU} &= \text{Annual Occupied Hours} = 2,880 \text{ hours} \\ \text{Eff} &= \text{kW/Ton} = 1.08 \end{aligned}$$

$$kWh_{pre} = (20 \times .67 \times 1.08 \times 2,880) = 41,721$$

Post-Retrofit Measurement\Calculations:

$$kWh_{post} \text{ (2) 10-ton units} = \text{Capacity} \times \text{SU} \times \text{EFF} \times \text{AOH}_{postRTU}$$

Where:

$$\begin{aligned} \text{SU} &= \text{Scheduled Usage} = 67\% \\ \text{Capacity} &= 20 \text{ Tons} \\ \text{AOH}_{postRTU} &= \text{Annual Occupied Hours} = 1,000 \text{ hours} \\ \text{Eff} &= \text{kW/Ton} = 1.08 \end{aligned}$$

$$kWh_{post} = (20 \times .67 \times 1.08 \times 1,000) = 14,486$$

For the (5) 3-ton VRF air source heat pumps (offsetting RTU load):

Post-Retrofit Measurement\Calculations:

$$kWh_{post} \text{ (5) 3-ton VRF air source heat pumps} = \text{Capacity} \times \text{SU} \times \text{EFF} \times \text{AOH}_{postVRF}$$

Where:

$$\begin{aligned} \text{SU} &= \text{Scheduled Usage} = 67\% \\ \text{Capacity} &= 15 \text{ Tons} \\ \text{AOH}_{postVRF} &= \text{Annual Occupied Hours} = 1,500 \text{ hours} \\ \text{Eff} &= \text{kW/Ton} = 0.80 \end{aligned}$$

$$kWh_{post(5) 3-ton VRF air source heat pumps} = (15 \times .67 \times 0.80 \times 1,500) = 12,060$$

For heat pump heat added:

Post-Retrofit Measurement\Calculations:

$$kWh_{post} \text{ heat pump adder} = ((\text{Capacity (Btu/Hr.)} / ((\text{New HP}_{COP} \times 3.412 \text{Btu/W}) / 1,000)) \times \text{SU} \times \text{AOpH}))$$

Where:

$$\begin{aligned} \text{SU} &= \text{Scheduled Usage} = 67\% \\ \text{Capacity} &= 144,300 \text{ Btu/Hr.} \\ \text{New HP}_{COP} &= 4.4 \\ \text{AOpH} &= \text{Annual Operational Hours} = 2,976 \text{ hours} \end{aligned}$$

$$kWh_{post} \text{ heat pump adder} = ((144,300 / 4.4 \times 3.412 / 1,000 \times .67 \times 2,976)) = 18,547$$

Savings Calculations:

kWh Savings (kWh/yr):

$$kWh_{\text{Saved}} = ((kWh_{\text{Pre}} - (kWh_{\text{Post}} (2) \text{ 10-ton units}) + kWh_{\text{Post}} (5) \text{ 3-ton VRF air source heat pumps}) - kWh_{\text{post heat pump adder}})$$

Cost Savings(\$/yr):

$$\$_S = (kWh_{\text{Saved}} * \$/kWh)$$

Where:

$\$_S$ = Total annual cost savings

$\$/kWh = \$0.1399/kWh =$ unit price for Electricity at each location as per Article 6 of this Exhibit C

Thermal heating savings:

Pre-Retrofit Measurement\Calculations:

For the (2) Carrier Units rated at 148,000 BtuHr per unit:

$$Thermal_{\text{pre}} = (((Capacity / EFF) \times SU \times EFF \times AOH_{\text{pre}}) / Btu/Gallon_{\text{propane}})$$

Where:

SU = Scheduled Usage = 67%

Capacity = (148,000 x 2) = 296,000 BtuHr.

AOH_{pre} = Annual Occupied Hours = 2,976 hours

EFF = .82

Btu/Gallon_{propane} = 92,000

$$Thermal_{\text{pre}} = ((296,000 / .82) \times .67 \times 2,976) / 92,000 = 7,571 \text{ gallons/Yr.}$$

Post-Retrofit Measurement\Calculations:

Remaining propane after offset by the (5) VRF air source heat pumps

$$Thermal_{\text{post}} = (Thermal_{\text{pre}} \times (1-LF))$$

Where:

Thermal_{pre} = 7,571 gallons /yr.

LF = 0.49, 49% of the load is going to be handled by the VRF system

$$Thermal_{\text{post}} = (7,571 - (1-.49)) = 3,880 \text{ gallons/Yr.}$$

$$Gallons_{\text{Saved}} = Thermal_{\text{pre}} - Thermal_{\text{post}}$$

Cost Savings(\$/yr):

$$\$_S = (Gallons_{\text{Saved}} * \$/gallon)$$

Where:

$\$_S$ = Total annual cost savings

$\$/gallon = \$1.190/gallon =$ unit price for LP Gas (Propane) at each location as per Article 6 of this Exhibit C

EXHIBIT C – Article 5: Baseline Data

Since the CLIENT does not have significant energy usage history with this Facility and the Facility usage will be changed; SIEMENS and LaBella Engineering completed an estimated baseline energy usage off existing equipment operating in a manner to satisfy the operational needs of the new expected usage of the Facility. That total baseline energy usage is identified as follows:

Electric: 103,475 kWh/Yr.
 Propane: 7,571 gallons/Yr.

EXHIBIT C – Article 6: Utility Rate Structures and Escalation Rates
 is modified as follows:

The following Table 6.1.1.5 will be used solely to calculate Savings for the FIMs that are included installed under this Amended and Restated Amendment 11.

Table 6.1.1.5

Electricity		
Utility Name:	National Grid	
Rate Structure:	\$0.1399	\$ per kWh
Escalation Rate:	5	% per Annual Period

LG Gas (Propane)		
Utility Name:	Nolan Propane	
Rate Structure:	\$1.190	\$ per Gallon
Escalation Rate:	5	% per Annual Period

* Long term Utility Rates have not been established for this Facility, therefore Utility Rates from a similar CLIENT owned Facility are used for this Project.

WHEREFORE, this Amendment amends and modifies the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

CLIENT: Rensselaer County
 Signature: _____
 Printed Name: _____
 Title: _____

SIEMENS: Siemens Industry, Inc.
 Signature: _____
 Printed Name: _____
 Title: _____
 Signature: _____
 Printed Name: _____
 Title: _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Special Rules

Committee

Date May 12, 2026

Resolution No. P/239/26

RESOLUTION ESTABLISHING A SPECIAL PROJECT REVIEW COMMITTEE OF THE RENSSELAER COUNTY LEGISLATURE TO REVIEW ENERGY PERFORMANCE PROJECTS AND OTHER COUNTY PROJECTS EXPENDING PUBLIC FUNDS

WHEREAS, The Rensselaer County Legislature is entrusted with the responsibility of ensuring transparency, accountability, and fiscal stewardship in the expenditure of public funds; and

WHEREAS, The County regularly undertakes capital projects, including but not limited to Energy Performance Contracts and other large-scale initiatives, which involve significant public investment and long-term financial obligations; and

WHEREAS, The complexity and scope of such projects warrant enhanced legislative review, oversight, and evaluation to ensure that all proposals are in the best interest of Rensselaer County taxpayers; and

WHEREAS, Pursuant to the Rules of the Rensselaer County Legislature, the Legislature has the authority to establish special committees as it may deem necessary and appropriate to carry out its duties and responsibilities; and

WHEREAS, The creation of a Special Project Review Committee will provide a focused and structured forum for the review, analysis, and discussion of such projects subject to legislative action; and

WHEREAS, Such a committee will strengthen communication between the Legislature, County departments, and external partners, and promote informed decision-making; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby establishes a Special Project Review Committee (the "Committee") for the purpose of reviewing Energy Performance Projects and any other County projects that expend public funds; and be it further

RESOLVED, That the Committee shall consist of members of the Rensselaer County Legislature, to be appointed by the Chair of the Legislature, and shall include representation from both Majority and Minority caucuses; and be it further

RESOLVED, That the Chair of the Legislature shall designate a Chair of the Committee, who shall be responsible for convening meetings and coordinating the work of the Committee; and be it further

RESOLVED, That the Committee is directed and authorized to review, evaluate, and make recommendations regarding proposed Energy Performance Contracts, capital projects, infrastructure investments, and any other initiatives involving the expenditure of County funds, including but not limited to reviewing financial terms, change orders, projected savings, procurement methods, and long-term impacts *prior to* submission of such matters to the Legislature for review and approval; and be it further

RESOLVED, That County department heads, staff, consultants, and vendors involved in such projects shall, upon request, appear before the Committee to provide information, answer questions, and assist in the Committee's review; and be it further

RESOLVED, That the Committee shall report its findings and recommendations to the full Legislature, and may issue written reports as it deems appropriate; and be it further

RESOLVED, That this Committee shall remain in effect until such time as it is dissolved by resolution of the Legislature, or until its work is deemed complete by the Chairwoman; and be it further

RESOLVED, That this Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 12, 2026