

CUSTOMER PROJECT COMMITMENT

BETWEEN

POWER AUTHORITY OF THE STATE OF NEW YORK

AND

Albany County
WBS #:

IMPORTANT NOTE: THIS CUSTOMER PROJECT COMMITMENT IS NOT A STAND-ALONE AGREEMENT, BUT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER COST RECOVERY AGREEMENT DATED JULY 2nd 2019, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

CUSTOMER PROJECT COMMITMENT

Provider (“Authority”)

New York Power Authority
123 Main Street
White Plains, NY 10601

Albany County (“Customer”)

Albany County
112 State Street, Room 1200
Albany, NY 12207

The Authority will provide the Services referenced below subject to the terms and conditions set forth in the Master Cost Recovery Agreement dated July 2nd 2019 (the “Master Agreement”) hereby incorporated by reference and form a part of this Customer Project Commitment (“CPC”). Terms used but not defined herein shall have the meaning set forth in the Master Agreement, as applicable.

This CPC shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Project, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this CPC nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Project.

General Project Description

The street light maintenance service Albany County will provide essential maintenance to keep the approximate 130 street lights installed under the Street Light Conversion Customer Project Commitment (CPC), WBS#:XXX in proper working order. The repair services are classified in 3 categories: Routine, Non-Routine, and Emergency and the costs for the repair types will be billed in accordance with the Schedule of Services. For instances where repairs do not fall under a specific unit price, cost will be determined based on time and materials.

Scope of Work

General

1. As part of the LED conversion, asset management nodes are installed on each fixture via the NEMA socket. These devices act as a controller and communicate fixture information back to a centralized software platform (asset management software or “AMS”) that is licensed and managed by the Customer. This device can recognize when there are street lighting faults in the system, which signals when repair service is required. Work distribution, tracking, and documentation is completed through a work order management software platform.
2. NYPA and the Service Provider shall be provisioned access to the AMS by the CUSTOMER and must use the work order management software to log all work activities, provide timely status updates, and maintain all other relevant information. Furthermore, the Customer shall designate a single, primary contact responsible for managing the AMS on behalf of NYPA and for coordinating work. The primary contact will be identified at the time the Customer enters into an agreement with NYPA.
3. Services to be performed will include Routine and Non-Routine street lighting maintenance, as detailed below. A complete geographic information system (GIS) map will be provided through the asset management software that will identify all the lights that are to be serviced under this agreement.
4. NYPA shall use qualified, experienced Service Providers that meet the requirements of the region and the utility to perform work on the street lighting system.
 - a. Qualified personnel shall mean personnel who have met the local and respective utility required certification, licensing, registration, or other applicable industry standards that apply to a street lighting system in which the individuals are conducting evaluations, assessments, replacements and/or repairs.
5. The Service Provider will update the Customer's street lighting asset management database and utility registry when changes are made as a result of the Routine Maintenance or Non-Routine Maintenance, including, but not limited to, additions, deletions, and changes in wattages. All systems updates are to be made within 30 business days of repair or modification.
6. Street lighting materials will be provided by the Service Provider with an additional material and handling fee of 20%. A detailed list of materials consumed will be provided to the Customer once the repair is complete. All materials under the non-routine classification are included in the unit price outlined in the Schedule of Services except for the luminaire and asset control node, the cost of which will be reflected on the work order.
7. Response Times – NYPA shall repair street lights within 10 business days of notification for Routine Maintenance and 30 business days for Non-Routine Maintenance. In some instances, the materials needed for Non-Routine Maintenance may exceed the 30 business day period, in these cases the repair will be made within 10 business days once the materials are received by the Service Provider. Occasionally asset management nodes may lose connectivity, when this occurs the control center will wait for the asset control node to regain communication before issuing a workorder to repair the street light equipment. During the connectivity downtime, the street light will default to a standard photocell and continue to operate. In the event of a node failing to communicate, NYPA may request the Customer verify if the street light is operational after dusk before a crew is deployed. If the street light is not operating, the Customer will notify the control center

which will issue a workorder to complete the maintenance repair. In the case of emergencies, the Service provider shall respond within 4 hours of notification to make the area safe by removing debris from roadway and sidewalk, capping and locking exposed wiring and/or de-energizing the facility. Once safe, the contractor will follow the Non-Routine process requirements. The Service Provider shall be responsible for obtaining any required permits and for providing all necessary traffic control in accordance with local law. Any costs incurred for these items will be billed to the Customer.

8. NYPA will provide a call-in phone number that is serviced 24 hours a day, 7 days a week by a representative of either NYPA or its Service Provider that can respond to emergency occurrences.
9. NYPA and or Service Provider will, on behalf of the Customer, complete manufacturer warranty process for defective materials still under coverage as well as any return authorizations. NYPA will work with the Customer to process any returns.
10. NYPA will consult with the Customer semi-annually to review the past service performance, upcoming maintenance activities, pending work, rates, etc.
11. Work order request by Customer shall be completed in writing to NYPA. The scope of work will be developed by the Service Provider and will include the cost, timeline, and materials to complete the task. Customer will need to review and approve scope for work order request.
12. In some instances, asset management nodes will not be able to communicate with the Asset Management System (AMS) due to a lack of communication connectivity. In these cases, the customer is responsible for notifying The Authority if the street light requires repair. A list of street lights that will not communicate due to a lack of connectivity can be found in Appendix A.

Routine Maintenance

Routine Maintenance consists of replacing and/or repairing defective components of the street lighting system in order to keep them fully operational. Routine Maintenance items will include the following:

1. NYPA monitoring and management of street light outages through control center. Oversight of Service Provider to ensure repairs and billing are in line with agreement. Provide maintenance report to Customer and acts a single point of contact for street light maintenance.
2. Replace and/or repair damaged fixtures due to burn outs or weather related events.
3. Replace and/or repair damaged asset control nodes due to burn outs, or weather related events.
4. Replace blown fuses.
5. Remove and reinstall street lighting components during the utility's replacement of wooden poles. When the contractor is on site and sees the street light no longer has power and a new utility pole has been installed next to the existing, the contractor shall relocate the streetlight to the new pole and connect to power.

Non-Routine Maintenance

Repairs that go above and beyond the defined routine maintenance are defined as Non-routine Maintenance. Non-routine work requires Customer approval and must include a completed work order request form prior to work commencing. For repairs identified by NYPA, a written proposal will be provided to the Customer detailing the scope of work in accordance with the unit costs provided for written approval. NYPA will complete the work within 30 business days after written approval from the Customer, unless another schedule has been approved by the Customer and NYPA. Below are non-routine maintenance tasks not limited to the items shown:

1. Replace arm / pole due to knock downs, aging infrastructure or weather-related events.
2. Relocation or installation of new street light.
3. Installation of hand holes to meet utility requirements for fusible disconnects.
4. Adjustment of pole and/or adjustment of luminaires.
5. Repairs or replacement of street light equipment due to vandalism.
6. Underground facilities repair including repair or replacement of conduit, wiring, damaged base, or anchor rod. Wiring replacement
 - a. Replace wiring on wooden poles, ranging from 8 AWG – 14 AWG, in accordance with the current NEC. The length of wiring to be replaced shall be from the fixture, through the arm, to the existing fuse. In the event a fuse does not exist, the wiring will terminate at the tap of the utility's transmission line, to the street lighting fixture. All labor and material shall be included for a complete installation.
 - b. Replace wiring on metal/steel/aluminum poles, including decorative post top street lighting poles, ranging from 8 AWG – 14 AWG in accordance with the current NEC. The length of wiring to be replaced shall be from the fixture, through the arm, to the existing fuse. In the event a fuse does not exist, the wiring will terminate at the tap of the utility's transmission line, to the street lighting fixture. All labor and material shall be included for a complete installation.

Emergency Work

For Customer owned equipment, emergency work may be required from time to time typically due to weather, vehicle incident or other knockdown event. The Service Provider will be contacted to respond to a site for public safety, in this instance, The Service Provider will take down and remove any Customer owned street lighting equipment to make the area reasonably safe. The response time for Service Providers to arrive onsite in emergencies shall be within 4 hours. Once safe, the Contractor shall follow the non-routine maintenance protocol to completely repair the street light location.

For the avoidance of doubt, Emergency Work is intended to cover Customer Owned equipment not being made safe by another entity. For example, a wooden utility pole with a Customer lighting fixture on it, that has been damaged and is being made safe by the local utility provider would not be responded to by NYPA's Service Provider on an emergency basis. In that situation once the area has been made safe by the local utility provider, Non-Routine Maintenance would be scheduled to repair or replace the Customer's equipment.

Data Ownership

Customer agrees that Authority is expressly authorized to collect, use, comingle, and disseminate all data generated, produced or obtained in connection with the street lighting maintenance service provided that the Authority's use and dissemination of the street lighting data does not identify the source of the data.

Term

The Services under this CPC will be performed for a period of two years from the street light maintenance kickoff meeting with an option to renew the original two-year term for one year increments by mutual written consent of the parties, provided that the parties communicate, in writing, no later than 30 days prior to expiration of the initial two-year term, as to whether or not the Services under this CPC will continue. In no event shall the cumulative term of this CPC exceed five years.

Materials

Provided by Customer

Below is a list of materials that will be stocked and provided by the customer. In the event the customer does not wish to hold inventory NYPA Services Provider will provide materials with material markup listed in the Schedule of Services. The Contractor will be responsible to track materials used and provide updates to the customer when inventory is low. The Contractor will notify NYPA and the customer at least 24 hours in advanced to request access to the customer provided materials.

1. Cobra heads
2. Decorative heads

Provided by Contractor

The Contractor shall provide, but not be limited to, the items noted below and will replace equipment in kind, in accordance with applicable laws, regulations, standards & codes per Article 4 C & D. The contractor shall provide any other additional materials that are required to fully complete work. The Contractor shall notify the Authority before the installation and/or completion of any additional materials that will incur an additional cost.

1. Cobra heads¹
2. Decorative heads¹
3. Asset management control node¹
4. Cobra head light shield
5. Hardware / fittings
6. Wiring
7. Conduit
8. Aluminum / steel pole
9. Aluminum / steel arm

10. Decorative pole / arm

11. Cartridge Fuse

- a. Where required, a slow blow fuse or type C/D breaker shall be installed to address inrush current.
- b. Fuse shall be Woodhead, Erickson or an approved equal model fuse
- c. Applicable for National Grid Territory:
 - i. The fuse shall be a non-glass type, midget style cartridge fuse. Fuse dimensions shall be 13/32" diameter x 1½" length.

12. Fuse Holder

- a. The fuse holder shall be a watertight device suitable for use in an outdoor environment.
- b. The fuse holder shall be totally insulated, thus having no exposed energized parts.
- c. The fuse holder shall accept #14 AWG - #6 AWG stranded copper conductors on both ends.
- d. Applicable for National Grid Territory:
 - i. The fuse holder shall be a dual pole device allowing simultaneous disconnection of both the 120 VAC hot lead (black wire) and the neutral conductor (white wire).
 - ii. The fuse holder shall be designed such that, when separated, the midget cartridge fuse and copper connecting link shall be held captive in the load end of the fuse holder.

13. Hand hold / pull box

14. Concrete pole base

Note:

- 1 - The cost of these materials will be incurred to the Customer for Non-routine Repairs and reflected on the work order.

Schedule of Services

The following table lists the schedule of services and associated cost based on 2021 rates which increase 3% annually

Non-Routine Maintenance		Unit Cost Per Occurrence
Install handhole (ground)	Each	\$2,663.27
Install handhole (concrete)	Each	\$3,738.22
Supply and install/replace all conductors ranging 8AWG – 14AWG between line side of fuse and luminaire on wooden pole	Linear Ft	\$19.28
Supply and install/replace all conductors ranging 8AWG- 14AWG between line side of fuse and luminaire on metal/steel/aluminum pole	Linear Ft	\$19.28
Level / adjust existing luminaire	Each	\$181.97
Install luminaire shield	Each	\$65.08
Trim tree (branches up to 2 inches thick)	Each	\$124.13
Wooden pole less than 8ft arm replacement	Each	\$642.32
Wooden pole greater between 8ft and 12ft arm replacement	Each	\$1,117.13
Wooden pole greater than 12ft arm replacement	Each	\$1,372.61
Replace concrete base 0ft to 10ft	Each	\$5,302.44
Replace concrete base 10.1ft to 20ft	Each	\$8,736.98
Replace concrete base 20.1ft to 30ft	Each	\$13,105.46
Replace aluminum pole 0ft to 10ft	Each	\$2,196.90
Replace aluminum pole 10.1ft to 20ft	Each	\$3,923.81
Replace aluminum pole 20.1ft to 30ft	Each	\$5,651.92
Replace steel pole 0ft to 10ft	Each	\$1,879.96
Replace steel pole 10.1ft to 20ft	Each	\$3,353.79
Replace steel pole 20.1ft to 30ft	Each	\$5,021.65
Replace fiberglass 0ft to 10ft	Each	\$1,566.63
Replace fiberglass 10.1ft to 20ft	Each	\$2,542.76
Replace fiberglass 20.1ft to 30ft	Each	\$3,761.12
Replace decorative fixture pole 0ft to 10ft	Each	\$1,934.19
Replace decorative fixture pole 10.1ft to 20ft	Each	\$2,434.30
Replace decorative fixture pole 20.1ft to 30ft	Each	\$3,864.76
Replace missing or damaged street light arm assembly less than 8ft (arm, wiring, luminaire, asset controller)	Each	\$931.54
Replace missing or damaged street light arm assembly between 8ft and 12ft (arm, wiring, luminaire, asset controller)	Each	\$1,155.69
Replace missing or damaged street light arm assembly greater than 12ft (arm, wiring, luminaire, asset controller)	Each	\$1,378.63
Replace missing or damaged aluminum pole 0ft to 10ft assembly (pole, wiring, luminaire, asset controller)	Each	\$2,795.83
Replace missing or damaged aluminum pole 10.1ft to 20ft assembly (pole, wiring, luminaire, asset controller)	Each	\$4,509.48
Replace missing or damaged aluminum pole 20.1ft to 30ft assembly (pole, wiring, luminaire, asset controller)	Each	\$6,671.43
Replace missing or damaged steel pole 0ft to 10ft assembly (pole, wiring, luminaire, asset controller)	Each	\$3,540.58
Replace missing or damaged steel pole 10.1ft to 20ft assembly (pole, wiring, luminaire, asset controller)	Each	\$3,988.88
Replace missing or damaged steel pole 20.1ft to 30ft assembly (pole, wiring, luminaire, asset controller)	Each	\$5,929.09
Replace missing or damaged fiberglass 0ft to 10ft assembly (pole, wiring, luminaire, asset controller)	Each	\$2,048.67
Replace missing or damaged fiberglass 10.1ft to 20ft assembly (pole, wiring, luminaire, asset controller)	Each	\$3,241.72
Replace missing or damaged fiberglass 20.1ft to 30ft assembly (pole, wiring, luminaire, asset controller)	Each	\$4,435.97
Replace missing or damaged decorative fixture pole 0ft to 10ft assembly (pole, wiring, luminaire, asset controller)	Each	\$5,627.82
Replace missing or damaged decorative fixture pole 10.1ft to 20ft assembly (pole, wiring, luminaire, asset controller)	Each	\$10,098.74
Replace missing or damaged decorative fixture pole 20.1ft to 30ft assembly (pole, wiring, luminaire, asset controller)	Each	\$15,316.82
Percent markup on materials provided by contractor	Each	20%
Emergency		
Emergency removal of downed embedded (direct bury) pole during business hours (8:00am – 5:00pm)	Each	\$886.95
Emergency removal of downed embedded (direct bury) pole after business hours	Each	\$1,869.11
Emergency removal of downed pole on concrete foundation during business hours (8:00am – 5:00pm)	Each	\$1,402.74
Emergency removal of downed pole on concrete foundation after business hours	Each	\$1,869.11
Labor Rates		
Journeyman Electrician/Lineman – Straight time	Per Hour	\$156.80
Journeyman Electrician/Lineman – Overtime	Per Hour	\$244.56
Apprentice Electrician/Lineman – Straight time	Per Hour	\$139.35
Apprentice Electrician/Lineman – Overtime	Per Hour	\$213.95
Lamp and Photocell Service Person – Straight time	Per Hour	\$133.80
Lamp and Photocell Service Person - Overtime	Per Hour	\$203.87
Laborer – Straight time	Per Hour	\$139.35
Laborer – Overtime	Per Hour	\$213.95
Add any additional worker classification – Straight time	Per Hour	\$145.15
Add any additional worker classification - Overtime	Per Hour	\$224.15
Truck (35 to 40 foot insulated bucket truck)	Per Hour	\$60.26
Dump truck (2 to 3 yard)	Per Hour	\$36.15
Crane (5 to 10 ton)	Per Hour	\$72.31
Pole truck with pole auger	Per Hour	\$60.26

Payment

NYPA agrees to perform all Routine Maintenance as outlined above for an annual cost of \$3,041.70 to maintain 130 street lights for the Customer. All Non-Routine maintenance and Emergency Work will be charged to the Customer per occurrence as per the terms of the Schedule of Services. The cost shown below associated with Non-Routine and Emergency Work is an annual budgeted value, any excess funds will be retained by the Customer including any reimbursements from insurance agencies.

Select the Customer's Payment Obligation preference from the options below for Routine maintenance.

- ☐ Monthly payments
- ☒ Annual payments
- ☐ Lump sum for 2 years

	Routine Maintenance Annual Cost	Non-Routine Maintenance Budget	Annual Service Budget
Service Year 1:	3,041.70	8,504.65	11,546.34
Service Year 2:	3,041.70	8,504.65	11,546.34
Total Contract Budget	6,083.40	17,009.29	23,092.69

Authorizations

The Authority represents the scope and costs are an accurate representation of the proposed project and known facility conditions. This Customer Project Commitment shall become binding upon the parties hereto only upon signature below by an authorized representative of Authority and Customer.

New York Power Authority

Albany County

The proposed terms of this Customer Project Commitment are valid for 30 days, unless executed.

Appendix A – Non-Communicating Asset Control Nodes

SLC Name	Address	Latitude	Longitude	UID

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