

**FIRST AMENDMENT TO
OPERATIONS AND MAINTENANCE CPC**

**ENERGY SERVICES
POWER AUTHORITY OF THE STATE OF NEW YORK**

Streetlight Maintenance Program

THIS FIRST AMENDMENT, ("1st Amendment") is made on _____ by the **POWER AUTHORITY OF THE STATE OF NEW YORK**, a corporate municipal instrumentality of the State of New York with an office located at 123 Main Street, White Plains, New York 10601 ("Authority"), and **ALBANY COUNTY**, a municipality or political subdivision of the State of New York, having its principal office at 1123 State Street, Room 1200 Albany, New York 12207 (the "Customer"). The foregoing are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Public Authorities Law § 1005 (17) permits the Authority, as deemed feasible and advisable by the Trustees to, finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity and certain other specified entities;

WHEREAS, under the Authority's Energy Services Program ("ESP"), the Trustees have authorized the establishment of Authority's *Operational Support and Maintenance Support Program* ("O&M Program") to provide preventable and unscheduled maintenance support services on equipment installed by the Authority, and an Emergency O&M program for services on equipment not installed by the Authority;

WHEREAS, under the O&M Program, the Parties entered into a Master Cost Recovery Contract for the acquisition of energy services ("Contract"), and a Customer Project Commitment ("CPC") to provide essential maintenance to equipment installed by the Authority to keep streetlights in working order;

WHEREAS, the performance under this CPC is ongoing with an extended completion date of May 1, 2025;

WHEREAS, the Term and Termination Clause of the CPC provides the Parties an option to renew the original 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 the expiration, and in no event the cumulative term of the CPC shall not exceed five years;

WHEREAS, the Parties wish to further extend the Energy Services Program CPC past the stipulated termination date in the CPC to continue the contract services, and stipulate the rate at which services would continue under the time extended; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do hereby agree as follows:

1. TERM AND TERMINATION.

The termination date of services is hereby amended to replace the words “May 1, 2025,” (as amended) with the date one year from the date this agreement is fully executed.

2. PAYMENT

Beginning on _____, the Authority agrees to perform all Routine Maintenance per the costs outlined in the table below to maintain all streetlights under this agreement 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 A. All Routine maintenance costs will be billed on an annual basis. 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.

	Routine Maintenance Annual Cost	Non-Routine Maintenance Budget	Annual Service Budget
Service Year 1:	\$3,150.00	\$9,050.66	\$12,200.66
Total Contract Budget	\$3,150.00	\$9,050.66	\$12,200.66

3. DELINQUENT PAYMENT

If, after commencement of Streetlight Maintenance services, the Customer fails to make complete and timely payments of any Streetlight Maintenance invoice for greater than 60 days, the Authority shall have the right to suspend streetlight maintenance services until all outstanding payments have been made. Notice of suspension of streetlight maintenance services will be made via mailed letter or email to the Customer.

If the Customer fails or refuses to provide outstanding payments within thirty (30) days of notice of suspension of services, the Authority may, in its sole discretion, terminate all services under the Streetlight Maintenance Customer Project Commitment.

4. RESPONSE TIMES

Section 7. of the Description of Services is to be deleted and replaced in its entirety with the following:

7. Response Times – NYPA shall investigate streetlight faults detected by the Asset Management System or reported by the Customer within 15 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 not be available by the end of the 30-business day period. In these cases, the repair will be made within 15 business days once the materials are received by the

Service Provider. Occasionally asset management nodes may lose connectivity, during the connectivity downtime, the streetlight is designed to default to a standard photocell and continue to operate. When control nodes lose connectivity, the control center will wait 5 business days for the asset control node to regain communication before issuing a work order to repair the streetlight equipment. If the Customer verifies a streetlight outage associated with a control node that loses connectivity, the 5-business day waiting period will be waived and the 15-business day response time clock will start from date of Customer issue identification. 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 Service Provider 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.

5. SCHEDULE A: The cost table in SCHEDULE A: COSTS FOR NON-ROUTINE SERVICES is deleted and replaced in its entirety with the following:

The following table lists the schedule of services and associated cost based on 2025 rates which increase 4% annually		
Emergency		
Emergency Response	Each	\$2,412.39
Labor Rates		
Journeyman Electrician/Lineman – Straight time	Per Hour	\$233.09
Journeyman Electrician/Lineman – Overtime	Per Hour	\$380.38
Apprentice Electrician/Lineman – Straight time	Per Hour	\$194.48
Apprentice Electrician/Lineman – Overtime	Per Hour	\$313.17
Lamp and Photocell Service Person – Straight time	Per Hour	\$207.31
Lamp and Photocell Service Person - Overtime	Per Hour	\$273.64
Laborer – Straight time	Per Hour	\$194.48
Laborer – Overtime	Per Hour	\$313.17
Add any additional worker classification – Straight time	Per Hour	\$187.33
Add any additional worker classification - Overtime	Per Hour	\$297.44
Truck (35 to 40 foot insulated bucket truck)	Per Hour	\$73.51
Dump truck (2 to 3 yard)	Per Hour	\$57.06
Crane (5 to 10 ton)	Per Hour	\$111.20
Pole truck with pole auger	Per Hour	\$80.60
Percent markup on materials provided by contractor	Each	20%

All other terms and conditions of the Contract and the CPC remain the same.

IN WITNESS WHEREOF, the Parties have executed this 1st Amendment as of the date last written below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this 1st Amendment being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person.

**POWER AUTHORITY FOR THE STATE OF NEW YORK
STRATEGIC SUPPLY MANAGEMENT**

By: John Canale
 John Canale
 Senior Vice President
 Strategic Supply Management

ALBANY COUNTY

By: _____
Name Patrick Curran
Title

Date:

Certificate Of Completion

Envelope Id: F7C70AC0-B4C6-4FFF-B361-C752579D8806

Status: Sent

Subject: Complete with Docusign: County of Albany ONE YEAR CPC Extension Amendment.pdf

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Envelope Originator:

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John Paine

AutoNav: Enabled

John.Paine@nypa.gov

Envelopeld Stamping: Enabled

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John Canale

john.canale@nypa.gov

SVP SSM

New York Power Authority

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Patrick Curran

patrick.curran@albanycountyny.gov

Security Level: Email, Account Authentication
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Accepted: 3/4/2025 12:53:46 PM

ID: ff517869-e654-43b5-89b1-6d74ceb5d89b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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James Ferrick

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New York Power Authority

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Lisa Ramundo

lisa.ramundo@albanycountyny.gov

Security Level: Email, Account Authentication
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/17/2025 2:24:28 PM
Certified Delivered	Security Checked	3/17/2025 2:29:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise New York Power Authority of your new email address

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