



Fellowship to Assess Long-Term Monitoring Programs for Sulfur, Nitrogen and Mercury Deposition and Impacts in New York State
Request for Qualifications (RFQ) 2241

Proposals Due: April 27, 2011 by 5:00 PM Eastern Time*

The New York State Energy Research and Development Authority (NYSERDA) seeks proposals from universities, research institutions and/or individuals to provide assistance in assessing the long-term monitoring of sulfur (S), nitrogen (N) and mercury (Hg) in an effort to find opportunities for cost-savings while addressing long-term science and policy needs. The primary objective of this activity is to develop a prioritized plan that provides options for the efficient and effective long-term monitoring of S, N, and Hg, and their direct impacts on New York State's ecosystems (forests, soils, biota, surface and groundwater) over the next decade. The assessment of diverse, multi-organizational, long-term monitoring activities is an iterative process that requires the cooperation and input of a wide range of stakeholders. Groups participating in monitoring programs include research scientists, state and national regulators, long-term monitoring cooperators, funding entities, policy makers, environmental modelers and others. To be most effective, long-term monitoring evaluation activities must be carried out in a transparent manner.

It is anticipated that the selected individual will assist in gathering and synthesizing long-term monitoring program information and data; meet with stakeholders to understand their rationale for funding, collecting or using long-term monitoring data; collaboratively define the key policy and science questions to be answered by collected data; undertake statistical analysis of select data sets to identify optimal, cost-effective monitoring options to achieve science and policy goals; develop written materials in support of the effort, and; assist in organizing workshops and other meetings to collect and disseminate information.

Preferred individuals will have experience working with long-term environmental monitoring datasets, experience with statistical evaluation of datasets and have an interest in environmental policy. All individuals must be able to demonstrate excellence in technical, oral, written, and interpersonal communication skills. Ideal candidates will have a PhD in environmental science or a related field, or a Masters Degree and relevant experience. Proposals may be submitted by institutions providing space and day-to-day supervision of the individual, or independently by the individual proposing to undertake the project.

Proposal Submission: Proposers must submit one (1) copy of the proposal on CD, in PDF format, along with one (1) complete paper copy, including the Proposal Checklist, which must contain an original signature. Proposals must be clearly labeled and submitted to:

Roseanne Viscusi, RFQ 2241
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399

Proposals must be received by NYSERDA by 5:00 pm Eastern Time on April 27, 2011. If you have technical questions concerning this solicitation, contact Gregory Lampman at (518) 862-1090, ext. 3372 or ggl@nyserda.org. If you have contractual questions concerning this solicitation, contact Nancy Marucci at (518) 862-1090, ext. 3335 or nsm@nyserda.org.

No communication intended to influence this procurement is permitted except by contacting Gregory Lampman (Designated Contact) at (518) 862-1090, ext. 3372 or ggl@nyserda.org. Contacting anyone other than this Designated Contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

*Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist may be returned. Faxed or e-mailed proposals will not be accepted. Proposals will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's web site at www.nyserda.org.

I. Introduction

NYSERDA's Environmental Research program has supported long-term monitoring (deposition and environmental impacts) for S, N, Hg and other electrical generation pollutants for more than a decade. Additional long-term monitoring for these pollutants has been supported by a variety of other organizations (e.g. New York State Department of Environmental Conservation, US Environmental Protection Agency, US Geological Survey, etc.), in some cases for decades. To be effective, long-term environmental monitoring programs must provide high-quality, reliable data that informs specific scientific and/or policy questions while also providing surveillance for unanticipated change. Additionally, these programs should integrate their data collection efforts into research programs that use and reexamine the data for multiple objectives. With changing policies, scientific understanding and the need to be increasingly cost-effective, it is essential that long-term monitoring programs are periodically reassessed to optimize their value and cost-effectiveness.

Optimization of diverse, multi-organizational, long-term monitoring activities requires the cooperation and input of a wide range of stakeholders. Groups participating will include research scientists, state and national regulators, long-term monitoring cooperators, funding entities, policy makers, environmental modelers and others. To be effective, assessment activities must be carried out in a transparent and collaborative way that involves stakeholder groups. The individual selected to assist in this effort must be an informed, intelligent, respected and competent individual who can build interpersonal relationships with a wide variety of stakeholders and stakeholder groups.

II. Project Objectives and Preliminary Approach

The primary objective of this activity is to develop a prioritized plan that provides options for the efficient and effective long-term monitoring of S, N, and Hg, and their direct impacts on New York State's ecosystems (forests, soils, biota, surface and groundwater) over the next decade. The candidate selected for this project (the Fellow) will be responsible for collecting and synthesizing information, coordinating information and discussions with the Project Advisory Committee (PAC), and managing the overall effort. All methods and key decisions will be developed in consultation with, and guidance from the PAC being formed by NYSERDA. As appropriate, a larger stakeholder group must be employed at key decision points via webinars, conference calls or through other means. While the specific activities associated with this effort will evolve as the project develops, the general scope of activities is described below.

A number of organizations operate long-term monitoring programs in New York State and regionally. In order to form a complete picture of ongoing activities that might support the defined objectives, the Fellow will undertake a census of regional long-term monitoring programs. This census will include the collection and synthesis of information from existing long-term programs that monitor S, N and Hg deposition, and ecosystem effects including: a description of the parameters/constituents measured; sampling and analytical methods; spatial, temporal and frequency of sampling; longevity/consistency of the data set; unique aspects of each sample site, and; estimated program and/or site costs. This information will be summarized by the Fellow in a reference document, along with other pertinent information about the program itself (e.g. how to access data, primary contact information, etc.), for use by entities interested in coordinating activities or researching available long-term monitoring data.

Understanding the extent of monitoring that is needed and which sites bring the most value to informing New York State's long-term monitoring objectives, without being redundant, requires clearly defining the policy and science needs, and an understanding of how much and what types of monitoring are needed to address these needs. The first step will be for the Fellow to work with the PAC and the stakeholders to clearly define the science and policy questions that long-term monitoring data will inform. With this understanding, an evaluation of existing monitoring activities and approaches using a combination of qualitative and quantitative methods can be undertaken. The selected Fellow will

screen the information collected as part of a census to confirm that it qualifies as long-term monitoring, and that it could serve in informing the defined objectives. Selected data will be grouped, as appropriate, by the Fellow to fully understand the extent of monitoring for specific parameters/constituents. Consideration should also be given to what is not being monitored, as well as monitoring activities originally designed for other purposes that may be useful in informing the objectives of this effort.

For appropriate data sets with sufficient coverage and longevity, the Fellow will undertake a statistical, quantitative evaluation to understand the heterogeneity within and between the sites, parameters and constituents. The goal of this analysis will be to better understand how much sampling (parameters measured, number of sites, frequency and distribution, etc.) is necessary to achieve the science and policy objectives. With the support of stakeholders, results of this data evaluation will be useful in understanding the balance between the amount and type of sampling, and the level of changes that can be expected to be observed from that sampling. Ultimately this will aid in the development of the most affordable monitoring program that informs the objectives. For parameters/constituents where insufficient data exist in New York State, information can be extrapolated from data at other locations and/or from the literature.

Individual sites can be unique due to site-specific conditions influencing their sensitivity, ability to represent large landscapes, etc. A matrix of key site characteristics necessary to represent the heterogeneity of New York State's landscape will be developed by the Fellow and each qualifying long-term monitoring site identified regarding its ability to represent the diversity of landscapes and other factors (e.g. deposition rates, source attribution, longevity of datasets, co-located research).

The focus of the effort should be to use and build upon known sampling sites and programs that have a historical record, sites that monitor multiple parameters and sites that leverage monitoring data for other research activities. Information developed from the steps above will be used to develop an understanding of what sites, parameters and sampling frequency provide the most cost-effective value in informing the objectives. Identification of gaps, and how these gaps limit achieving the objectives, will be described by the Fellow along with options of how to fill the gaps.

The preliminary findings will be presented and discussed at a Workshop, organized by the Fellow with support from NYSERDA, to gather feedback and support from a broader stakeholder group. Based on feedback, options may be modified. Ultimately a long-term monitoring report will be developed by the Fellow, with technical support from the PAC, for dissemination and use by all stakeholders. This report will document the process by which the recommendations were developed, and describe the options developed for monitoring the key pollutants in New York State. Each option will include a description of the monitoring effort for each parameter and its advantages/limitations in terms of achieving the defined objectives and the relative cost/benefit of the options. The Fellow may also produce peer reviewed publication(s) on any aspects of the project, such as evaluating the efficiency of environmental monitoring programs.

III. Compensation and Logistics

It is anticipated that the project will require approximately one (1) year, but additional time may be necessary due to its collaborative nature. Fellows may choose to devote themselves either full or part-time to the effort, but the project term should not exceed 18 months. A proposed schedule must be included in the proposal and include the major milestones outlined in Section II. The actual schedule will be negotiated as part of the contract.

If the Fellow is to be housed within a research institute, university or similar (research institution), NYSERDA will contract with the research institution itself. If the selected Fellow applies independent of

a supporting research institute, NYSERDA will contract directly with the individual. The selected proposer will be provided with guidance from NYSERDA and the PAC for the term of the project.

The selected candidate will be provided a salary plus travel expenses. The annual salary is expected to be in the \$40,000 - \$50,000 range, based on experience. Salary requirements must be provided in the proposal. If the proposal is submitted by a research institution on behalf of an individual, overhead and associated costs must be provided separately from the salary requirement. Any institutional co-funding, including in-kind contributions, should be separately quantified and described.

IV. Proposal Requirements

Research institutions providing space, day-to-day supervision and/or other means of support may submit proposals on behalf of the proposed Fellow. Proposal packages must include the documents listed below and must be signed by an authorized representative of the research institution.

Qualified individuals interested in the Fellowship may submit a proposal on their own behalf that includes the documents listed below. If the proposing individual has access to a research institution that bolsters their qualifications, a letter of support from that research institution should be included.

All proposal packages must include one (1) compact disk containing a complete proposal in PDF format. Proposers must also submit one (1) complete paper copy, including the Proposal Checklist, which must contain an original signature, attached as the front cover of the proposal. Proposal packages must be sent to the attention of Roseanne Viscusi at the address on the front of this RFQ. Proposals must be received by NYSERDA by 5:00 pm Eastern Time on April 27, 2011. **Late proposals and proposals lacking the appropriate completed and signed Proposal checklist will be returned.** Faxed or e-mailed copies will not be accepted.

All proposal packages must contain:

- a completed Proposal Checklist (see attached);
- a resume and list of publications of the proposed Fellow;
- a brief description of the proposed Fellow's experience, career goals, and skills relevant to the position (up to 2 pages);
- a brief description of the project approach and a preliminary schedule (up to 2 pages);
- a writing sample from the Fellow (links to additional samples may be included);
- salary requirements for the Fellow;
- copies of the Fellow's graduate transcripts (unofficial is acceptable at this stage), and;
- a completed Disclosure of Prior Findings of Non-Responsibility form (see General Conditions, below).

If proposing as a research institution:

- The proposal must clearly identify the Fellow and Fellow supervisor. The proposal must include a brief description of the support that the research institution will be providing to the Fellow, including the experience and background of the supervisor (up to 2 pages). Proposal packages must be signed by an authorized representative of the research institution.

If proposing independently:

- The proposal must provide a brief description of where the Fellow will be physically located, and how the Fellow will gain access to the tools and support infrastructure (e.g. computer, telephone, published literature etc.) necessary to successfully complete the project. If the proposing individual has access to a research institution that bolsters the proposer's qualifications, a letter of support from that research institution should be included. Proposal packages must be signed by the proposing individual.

For proposers including indirect cost (overhead) rate(s) as part of the salary requirements, supporting documentation must be included as follows:

1. Describe the basis for the rates proposed (i.e., based on prior period actual results; based on projections; based on federal government or other independently-approved rates).
2. If the rate(s) is approved by an independent organization, such as the federal government, provide a copy of such approval.
3. If the rate(s) is based on estimated costs or prior period actual results, include calculations to support proposed rate(s). Calculation should provide enough information for NYSERDA to evaluate and confirm that the rate(s) are consistent with generally accepted accounting principles for indirect costs.

Proposers are encouraged to contact Gregory Lampman at 518-862-1090, ext. 3372 before preparing a proposal to discuss this RFQ and proposal requirements.

NYSERDA reserves the right to audit any indirect rate presented in the proposal and to make adjustment for such difference. Requests for financial statements or other needed financial information may be made if deemed necessary.

V. PROPOSAL EVALUATION

Proposals that meet proposal requirements will be reviewed by a Technical Evaluation Panel (TEP). Proposal selection will be based on past experience, proposed project plan, proposed schedule, overall cost, salary requirements, level of external support, and other factors relevant to achieving the objectives of the project. One or more proposers may be asked to provide contact information for professional references, or asked to participate in telephone or in-person interviews.

VI. GENERAL CONDITIONS

Procurement Lobbying Requirements - State Finance Law sections 139-j and 139-k

Procurement lobbying requirements contained in State Finance Law sections 139-j and 139-k became effective on January 1, 2006. (The text of the laws are available at: <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>). In compliance with §139-j and §139-k of the State Finance Law, for proposals submitted in response to this solicitation that could result in agreements with an annual estimated value in excess of \$15,000, additional forms must be completed and filed with proposals: (1) a signed copy of the Proposal Checklist including required certifications under the State Finance Law and (2) a completed Disclosure of Prior Findings of Non-Responsibility form. Failure to include a signed copy of the Proposal Checklist referenced in this solicitation will disqualify your proposal.

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as

proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should be exempted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 www.nyserda.org/about/nyserda.regulations.pdf. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

Omnibus Procurement Act of 1992 - It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development
Division For Small Business
30 South Pearl Street
Albany, NY 12245

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245

State Finance Law sections 139-j and 139-k - NYSERDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. The attached Proposal Checklist calls for a signature certifying that the proposer will comply with State Finance Law sections 139-j and 139-k and the Disclosure of Prior Findings of Non-responsibility form includes a disclosure statement regarding whether the proposer has been found non-responsible under section 139-j of the State Finance Law within the previous four years.

Tax Law Section 5-a - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of \$100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. See, ST-220-TD (available at http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a prospective contractor prior to contacting and filed with NYSERDA. See, ST-220-CA (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf). The Department has developed guidance for contractors which is available at <http://www.tax.state.ny.us/pdf/publications/sales/pub223.pdf>.

Contract Award - NYSERDA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Personal Service Agreement to contract with the successful proposal. NYSERDA reserves the right to limit any negotiations to exceptions to standard terms and conditions in the Personal Service Agreement to

those specifically identified in the submitted proposal. NYSERDA expects to notify proposers in approximately four weeks from the proposal due date whether your proposal has been selected.

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest. NYSERDA reserves the right to reject proposals based on the nature and number of any exceptions taken to the standard terms and conditions of the Sample Agreement.

Disclosure Requirement - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

VII. Attachments:

Attachment A - Proposal Checklist

Attachment B -Disclosure of Prior Findings of Non- Responsibility

Attachment C - Sample Personal Service Agreement



ATTACHMENT A - RFQ No. 2241 PROPOSAL CHECKLIST (MANDATORY)

Proposal Title		Due Date	
Primary Contact (Prime Contractor)		Title	
Company		Phone	Fax
		e-mail	
Federal Tax Identification #/Social Security#			
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip
<p>THE PRIME CONTRACTOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:</p> <p>Do you accept all Terms & Conditions in the Sample Agreement? (if no, explain on separate pg) ___ Yes ___ No (NYSERDA anticipates considering only specifically listed exceptions in negotiations.)</p> <p>Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg) ___ Yes ___ No</p> <p>Are you a Minority or Women-Owned Business Enterprise? ___ Yes ___ No</p> <p>Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? ___ Yes ___ No</p> <p>Are you submitting the required number of copies? (See proposal instructions.) ___ Yes ___ No</p> <p>Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? ___ Yes ___ No (if yes, explain on separate page)</p>			
ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?			
Disclosure of Prior Findings of Non- Responsibility	_____	Indictment/Conviction of Felony (if applicable)	_____
Resume and list of publications	_____	NYSERDA Contracts Awarded (if applicable)	_____
Description of experience & career goals	_____	Prior and/or Competing Proposals (if applicable)	_____
Description of the project approach and schedule	_____	Exceptions to Terms & Conditions (if applicable)	_____
Writing sample	_____	Completed and Signed Contract Pricing	_____
Salary requirements	_____	Proposal Form(s)	_____
Graduate transcripts (unofficial is fine at this stage)	_____	Disclosure of Prior Findings of Non-responsibility Form	_____
AUTHORIZED SIGNATURE & CERTIFICATION			
<p>I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, and that the proposal requirements noted have been completed and are enclosed. I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law. I understand that this proposal may be disqualified if the solicitation requirements are not met. I the undersigned am authorized to commit my organization to this proposal.</p>			
Signature		Name	
Title		Organization	
Phone			

NOTE: This completed form **MUST** be signed and attached to the front of all copies of your proposal.

Attachment B
Disclosure of Prior Findings of Non-responsibility Form
(Mandatory)

Name of Individual or Entity seeking to enter the procurement contract:		
Address:		
Date:		
Solicitation or Agreement Number:		
Name and Title of Person Submitting this Form:		
Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity seeking to enter the Procurement Contract in the last four years? (Please indicate with an "X")	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Was the basis for the finding of non-responsibility due to a violation of §139-j of the State Finance Law? (Please indicate with an "X")	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please indicate with an "X")	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Government Agency or Authority:		
Date of Finding of Non-responsibility:		
Basis of Finding of Non-responsibility: (Add additional pages as necessary)		

Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named Individual or Entity due to the intentional provision of false or incomplete information? (Please indicate with an "X")		Yes
		No

If you answered yes, please provide details below.

Government Agency or Authority:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding: (Add additional pages as necessary)

Offerer certifies that all information provided to NYSERDA with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____
Signature

Name: _____ Title: _____

Attachment C – Sample Personal Services Agreement

**NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY
PERSONAL SERVICES AGREEMENT**

1. Agreement Number:
2. Contractor:
3. Contact:
4. Award Date:
5. Project Period:
6. Federal ID:
7. Total Amount of Award: \$
8. Commitment Terms and Conditions:

The Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions; and
- Exhibit D, Prompt Payment Policy Statement.

9. ACCEPTANCE

[CONTRACTOR]

**NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY**

By _____

By _____

Name _____

Jeffrey J. Pitkin
Treasurer

Title _____

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the document.

Exhibit B
General Contract Provisions, Terms and Conditions

The New York State Energy Research and Development Authority ("NYSERDA") hereby offers to retain the Contractor on the terms and conditions set forth in this Agreement, to perform the services set forth in the Statement of Work attached hereto as Exhibit A and made a part hereof (the "Work").

1. Term. This Agreement will be deemed to be effective as of the date shown in Item 4 of page one of the Agreement, and the Work will be provided by the Contractor for the period shown in Item 5 of page one of the Agreement.
2. Compensation. NYSERDA will compensate the Contractor at the rate(s) indicated in the Budget included in Exhibit A for services rendered in performance of the Work hereunder. The rate(s) include overhead, general and administrative expense, and profit. In no event shall the total cost to NYSERDA for the performance of Work under this Agreement exceed the amount shown in Item 7 of page one of the Agreement. The Contractor may submit monthly invoices for Work performed during the previous monthly period, and NYSERDA will pay the amount of such invoices in accordance with and subject to its Prompt Payment Policy Statement, a copy of which is attached hereto as Exhibit D. The Contractor shall be notified by NYSERDA in accordance with Section 504.4 (b)(2) of such Exhibit D, of any information or documentation not included with such invoice.
3. Release by the Contractor. The acceptance by the Contractor of final payment with respect to Work hereunder shall constitute and operate as a release by the Contractor in favor of NYSERDA for any and all claims against NYSERDA that the Contractor might otherwise have or assert for Work, materials or equipment furnished by the Contractor and for services rendered by the Contractor pursuant to or in connection with the Work for which such final payment is made.
4. Representations. The Contractor represents and warrants to NYSERDA that:
 - (a) it shall perform the Work in an efficient and expeditious manner with high diligence and skill in accordance with the best professional standards;
 - (b) it has no, and shall not obtain during the course of this Agreement any, interest, financial or otherwise, direct or indirect, nor is the Contractor engaged in any business or transaction or professional activity, nor has the Contractor incurred any obligation of any nature, which is in substantial conflict with the rendering of services under this Agreement; and
 - (c) Contractor certifies that all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate.

5. Rights to Data. All reports, records, documents, and other papers and materials prepared in connection with this Agreement, and all Work, and the product of all Work performed hereunder, shall be the property of NYSERDA, and the Contractor shall not use or disclose same except upon the prior written approval of NYSERDA. The Contractor may not take any action, including signing any agreement, that has the effect of restricting or limiting in any way NYSERDA's rights unless it receives written approval from NYSERDA.
6. Publicity. Under no circumstances shall the Contractor issue, or permit to be issued, any press release, advertisement or literature of any kind, or conduct or permit to be conducted any interview or news conference referring to the Work, except upon prior written approval of NYSERDA.
7. Independent Contractor. The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.
8. Assignment. The assignment, transfer, conveyance, subcontracting, or other disposal of this Agreement or any of the Contractor's rights, obligations, interests, or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.
9. Maintenance of Records. The Contractor shall keep, maintain and preserve throughout the term of this Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts and records pertaining to the performance of this Agreement. NYSERDA will have the right from time to time and at all reasonable times during the term of this Agreement and such period thereafter to inspect and audit any and all such books, accounts and records.
10. Audit Adjustment. Any payment made hereunder shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by an agency of the United States, State of New York or NYSERDA not to constitute an allowable charge or cost hereunder.
11. Compliance with Applicable Laws. In the performance of the Work hereunder, the Contractor shall comply with all applicable Federal, State and local laws and regulations, including, without limitation, the provisions set forth in Exhibit C attached hereto and made a part hereof. Further, it is the intent and understanding of the parties hereto that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein. Accordingly, every such provision is deemed to be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon

the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions. The references to particular laws of the State of New York in this paragraph, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such paragraph, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

12. Termination. The Agreement may be terminated by either NYSERDA or by the Contractor upon fifteen (15) days prior written notice to the other party. In the event of such termination, compensation shall be paid to the Contractor in accordance herewith for Work performed to the date of termination. In addition, NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Further, NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a was intentionally false when made. Upon such finding in either event, NYSERDA may exercise its termination right by providing written notification to the Contractor. In such event, compensation shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Paragraph hereof entitled Term and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefor).
13. Notices. All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, (i) if to NYSERDA, at 17 Columbia Circle, Albany, New York 12203-6399 or at such other address as NYSERDA shall have furnished to the Contractor in writing, and (ii) if to the Contractor, at _____, or such other address as the Contractor shall have furnished to NYSERDA in writing.
14. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor, and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

EXHIBIT C

REVISED 9/06

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the attached agreement, contract, license, lease, amendment, modification or other agreement of any kind (hereinafter, "the Agreement" or "this Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than NYSERDA, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

7. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

8. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

9. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to

which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

10. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

11. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

13. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a. Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b. Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c. Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.
- d. Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.
- e. NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

EXHIBIT D

PART 504

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and applicability. (a) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing the authority's policy for making payment promptly on amounts properly due and owing by the authority under contracts. This Part constitutes the authority's prompt payment policy statement as required by that section.

(b) This Part generally applies to payments due and owing by the authority to a person or business in the private sector under a contract it has entered into with the authority on or after May 1, 1988. This Part does not apply to payments due and owing:

(1) under the Eminent Domain Procedure Law;

(2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;

(3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;

(4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or

(5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Authority" means the New York State Energy Research and Development Authority.

(b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.

(c) "Contractor" means any person, partnership, private corporation, or association:

(1) selling materials, equipment or supplies or leasing property or equipment to the Authority pursuant to a contract;

(2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other

improvements for, or on behalf of, the Authority pursuant to a contract; or

(3) rendering or providing services to the Authority pursuant to a contract.

(d) "Date of payment" means the date on which the Authority requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a payment.

(e) "Designated payment office" means the Office of the Authority's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(f) "Payment" means provision by the Authority of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions which may limit the Authority's power to pay, such as claims, liens, attachments or judgments against the contractor which have not been properly discharged, waived or released.

(g) "Prompt payment" means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to Section 504.6.

(h) "Payment due date" means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for the Authority not to be liable for interest pursuant to Section 5.06.

(i) "Proper invoice" means a written request for a contract payment that is submitted by a contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority's Controller, marked "Attention: Accounts Payable," at the designated payment office.

(j)(1) "Receipt of an invoice" means:

(i) if the payment is one for which an invoice is required, the later of:

(a) the date on which a proper invoice is actually received in the designated payment office during normal business hours; or

(b) the date by which, during normal business hours, the Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

(ii) if a contract provides that a payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the contract requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced the Authority for the portion working, completed or delivered, the Authority will not be in receipt of an invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(k) "Set-off" means the reduction by the Authority of a payment due a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.

Section 504.3 Prompt payment schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by the Authority of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment procedures.

(a) Unless otherwise specified by a contract provision, a proper invoice submitted by the contractor to the designated payment office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by the Authority.

(b) The Authority shall notify the contractor within 15 calendar days after receipt of an invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; and
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If the Authority fails to notify a contractor of a defect or impropriety within the fifteen calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the contractor. If the Authority fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the payment due date shall be calculated using the original date of receipt of an invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Authority shall make payment, consistent with any such correction or

resolution and the provisions of this Part.

Section 504.5 Exceptions and extension of payment due date. The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

(a) If the case of a payment which a contract provides will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by the contract or other State or Federal mandate has not been submitted to the Authority on a timely basis, then the payment due date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to the Authority and the date when the Authority has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority or other entity with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when any such activity or documentation has been completed, the Authority has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the contract, prior to payment, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when the State or Federal agency, or other contributing party to the contract, has completed the inspection, advised the Authority of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to the Authority, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when such funds are made available to the Authority.

Section 504.6 Interest eligibility and computation. If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. Interest shall be computed and accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a payment shall be computed for the period beginning on the day after the payment due date and ending on the date of payment.

Section 504.7 Sources of funds to pay interest. Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of prompt payment policy statement into contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

Section 504.9 Notice of objection. Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the address set forth in Section 504.2(e). The Vice President of the Authority, or his or her designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the contractor either that the Authority's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

Section 504.10 Judicial Review. Any determination made by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Part or any other review procedure that may be specified in the contract or by other law, rule, or regulation.

Section 504.11 Court action or other legal processes.

(a) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by the Authority after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Section 504.12 Amendments. These regulations may be amended by resolution of the Authority, provided that the Chair, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations