



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**April 11, 2022
7:00 PM
City Council Agenda**

Roll Call

[Notice of Meeting Location - April 11, 2022](#)

Community Segment

[Presentation by Mitchell Associates Architects Regarding the Tompkins Hose Firehouse Rehabilitation Capital Project](#)

Workshop Agenda Items

1. [Discussion Regarding City of Beacon Ward Redistricting](#)
2. [Discussion of the New York State Build Public Renewables Act](#)
3. [Appointing Richard Figueroa to the Position of Heavy Motor Equipment Operator](#)
4. [Appointing Kate Stryker to the Tree Advisory Committee](#)
5. [Authorizing the City Administrator to Execute an Agreement with Architecture, Engineering, and Land Surveying Northeast, PLLC for Development of a Lake Management Plan for the City of Beacon Drinking Water Reservoirs](#)
6. [Preliminary Discussion Regarding Civic Participation Goals/Participatory Budgeting Process](#)

Executive Session

[Executive Session](#)

City of Beacon City Council Agenda
04/11/2022

Title:

Notice of Meeting Location - April 11, 2022

ATTACHMENTS

[Notice of Meeting Location - April 11, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Workshop of April 11, 2022 in the Courtroom at 1 Municipal Plaza, Beacon, NY 12508. The meeting will simultaneously be streamed via Zoom. The public can attend in the Courtroom, or access the meeting via Zoom at

<https://us02web.zoom.us/j/86919893837?pwd=VmFpRVlFT1ZhSkcyRG1Obm1oYlI3QT09>

Webinar ID: 869 1989 3837 Passcode: 441729. To the extent internet access is not available, the public can attend via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 869 1989 3837 Passcode: 441729.

PLEASE TAKE FURTHER NOTICE, that the City Council Workshop of April 11, 2022 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
04/11/2022

Title:

Presentation by Mitchell Associates Architects Regarding the Tompkins Hose Firehouse Rehabilitation Capital Project

ATTACHMENTS

[Mitchell Associates Architects Presentation on the Tompkins Hose Firehouse Rehabilitation Capital Project](#)

Beacon Fire Department

Facility Improvements for the Next Generation

Robert Mitchell
Mitchell Associates Architects
Public Safety Design



Project Goals

- Centralizing Staff and Equipment
- Operationally Correct & Efficient
- Firefighter Health & Safety
- Enhance Morale, Effectiveness & Cohesion
- Facilitate Access to Training at All Levels
- Inclusive Design Process
- User Friendly Building
- Energy Efficient/Lowest Life Cycle Cost
- Generational Investment in a Critical Facility
- Transition From Primarily Volunteer to Paid



Project Scope

- 40-Year-Old, Functionally Obsolete Building
- 10,000 sq ft Renovation & 6,500 sq ft New
- New Replaces 6,000 sq ft at Mase
- Going From 3 Bays to 5 Bays (Remove 1, and add 3)
- Going From 4 to 6 Bedrooms
- Updating to Modern Firematic Standards
- Provide Decontamination Capability
- Improve Energy Efficiency
- Enhance the Appearance of the Building



Sustainable Design

A Building to Last Many Generations Standard Features

- High Insulation Values
- Airtight Construction
- Heat Recovery Ventilation
- Heat Pumps for Air and Water
- Variable Frequency Fans & Pumps
- Daylighting

Opportunities to Explore

- Active & Passive Solar Energy
- Ground Source Heat Pumps

All Electric Building

Embedded Carbon in the Existing Structure



Prior Studies

- **2006 – Initial consolidation study**
- **2010 – Operational analysis of Service**
- **2014 – Consolidation plan**
- **2016 – Facility condition report**
- **2017 – Analysis of possible sites**
- **2018 – Consolidation study**
- **2019 – Consolidation study 3 to 2**

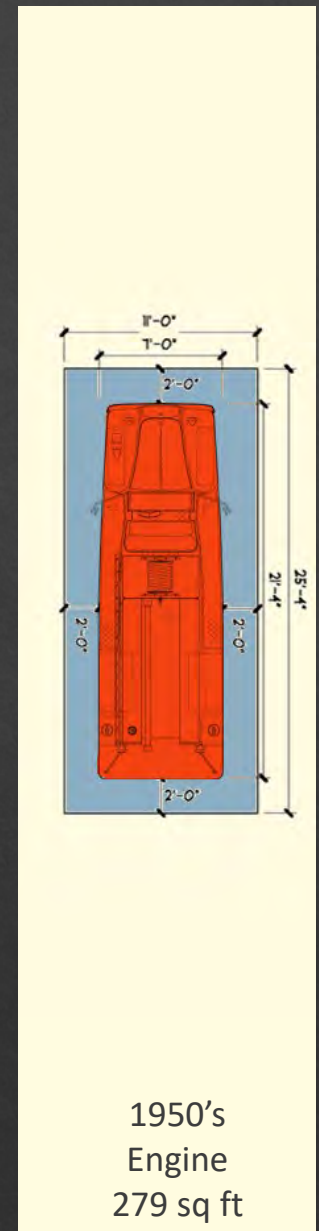
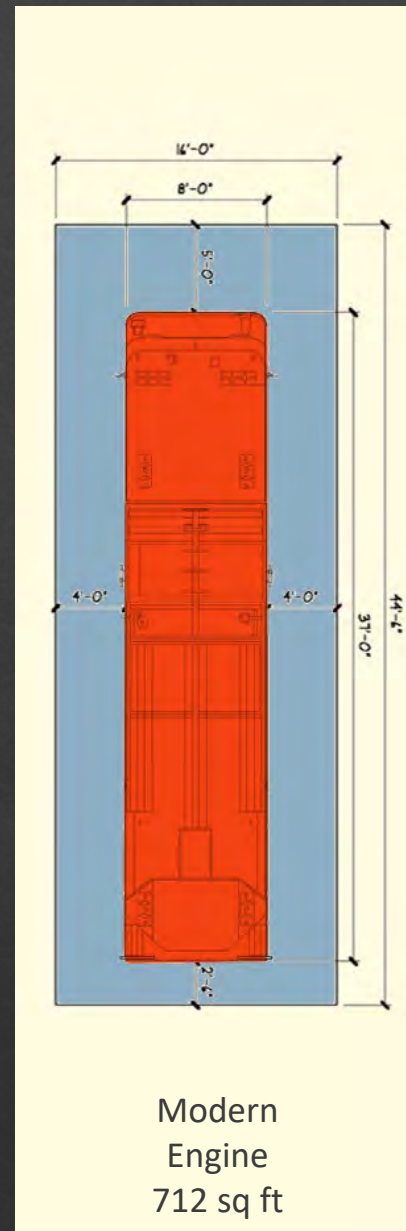
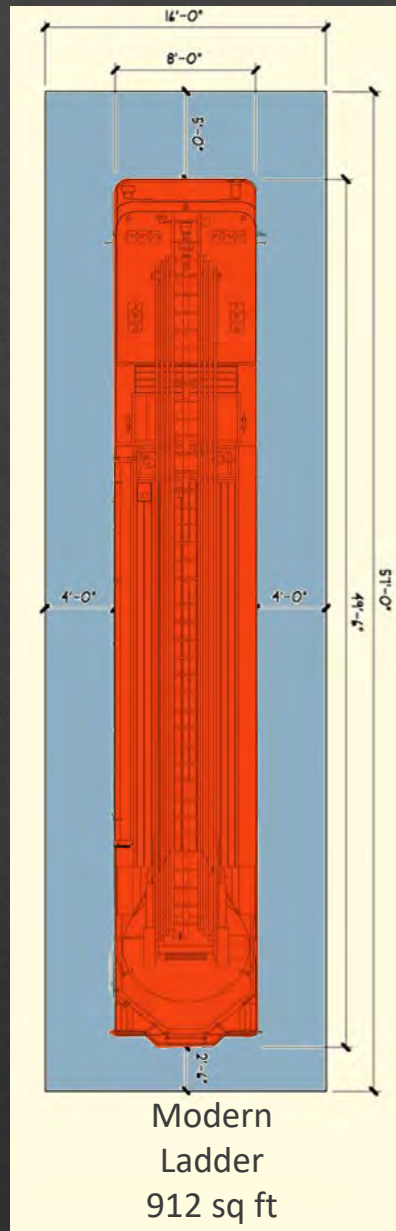
Well over 2,000 hours of professional and
Committee time



Why Consolidate Your Stations?

- More Efficient Use of Space
- Increased Range of Services Provided
- Additional Required Equipment
- Much More Training
- Codes & Standards
 - IBC, OSHA, FEMA, ADA, etc.
 - Health, Safety & Training
 - Egress
 - Energy
 - Lateral Forces
- Gender Equity
- Bigger Apparatus





Safe Apparatus Bay



Safe Apparatus Bay



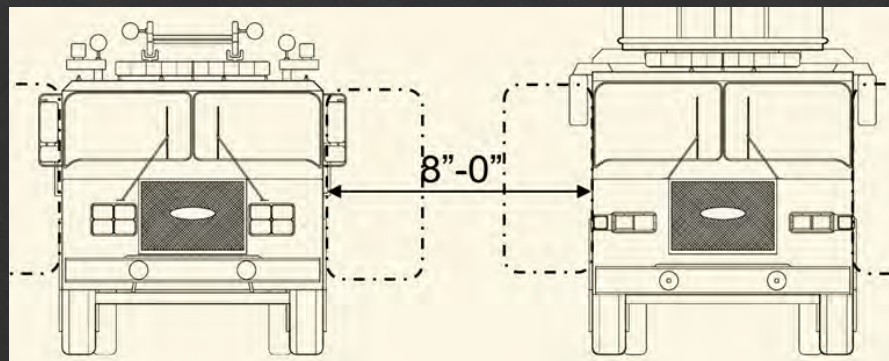
Obligations - OSHA

OSHA Consensus Standards and the General Duty Clause

Each employer shall furnish a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm



Safe, Efficient Apparatus Bay



Firefighter Health & Safety

- Cancer
- Injuries
- Long term impact of sleep deprivation
- Exposure to pathogens
- Unaddressed stress
- Noise
- PTSD
- Mental Health



Firefighter Health & Safety

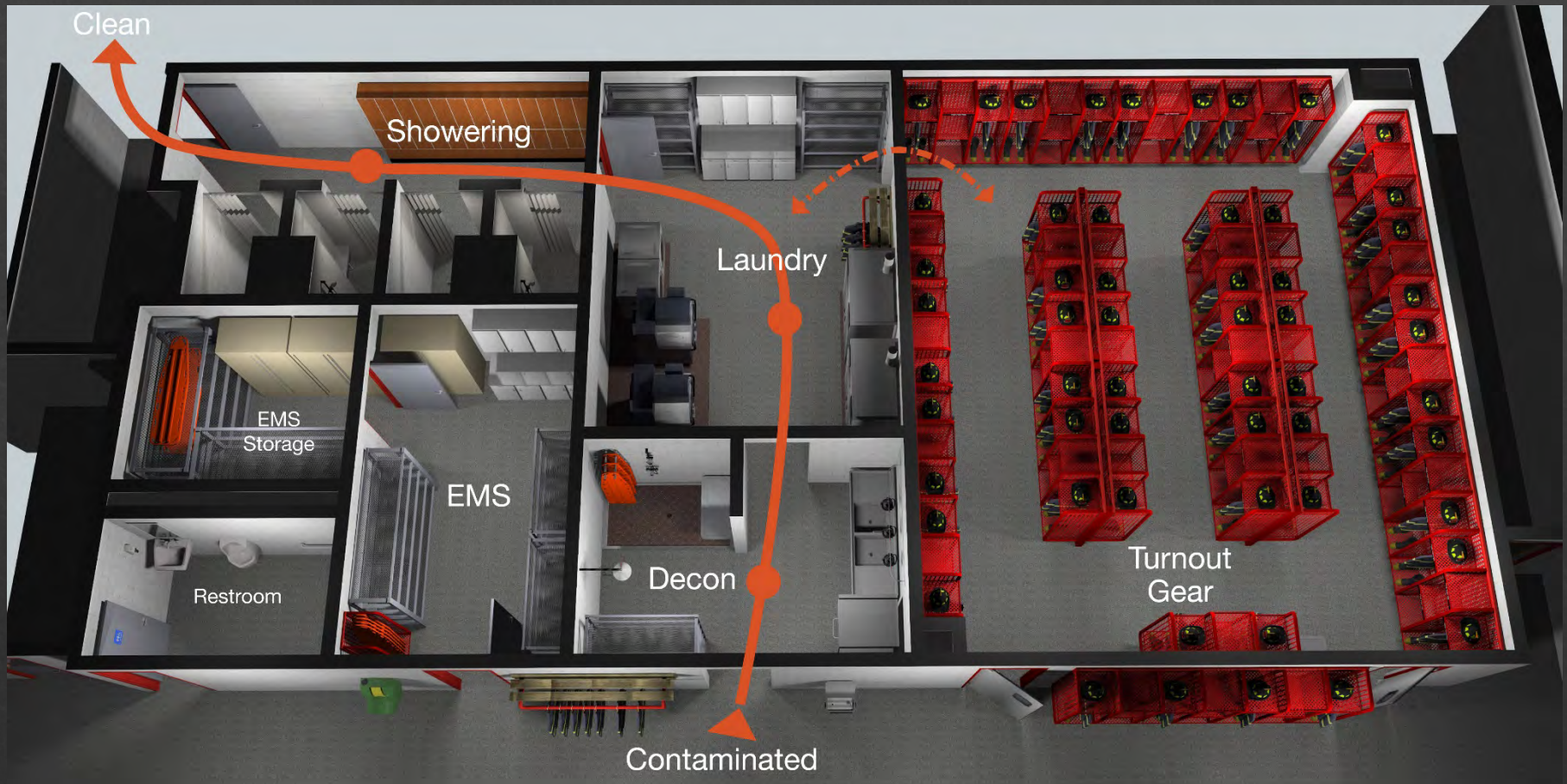
Current Beacon

Proper Method

**There is no
Apparatus
Exhaust System in
Either Station**



Decontamination



Hot zone separation and designated cleaning areas are required under 2020 NFPA 1500



Decontamination



Decontamination



Decontamination



Decon – Gear Washing

Current Beacon



NFPA and/or FEMA Compliant



NFPA 1500 §10.1.2 – Fire Departments shall provide facilities for disinfecting, cleaning, and storage in accordance with NFPA 1581

NFPA 1851 §7.3.5 – Advanced cleaning shall be conducted using a washer/extractor

NFPA 1851 §7.3.10.1 (2) – Ensembles and ensemble elements shall be dried by a drying cabinet

Turnout Gear



TOTAL COST: \$15,950



Turnout Gear

Current Beacon



NFPA and/or FEMA Compliant



NFPA 1550* §12.5.4– PPE stored in a firehouse when not in use shall be stored in an enclosed and ventilated area.

**Forthcoming Standard in 2024.*



Mitchell Associates Architects

Turnout Gear



Breathing Air



Breathing Air

Current Beacon



NFPA and/or FEMA Compliant



Breathing Air Decon

Current Beacon



NFPA and/or FEMA Compliant



NFPA 1852 §6.1.1 – The external surfaces of the SCBA shall be cleaned and disinfected according to manufacturer's instructions using only those agents indicated by the manufacturer.

Breathing Air Decon



 **Solo Rescue®**
DECON WASHER

 **MITCHELL**
Associates Architects

Mission Control

Current Beacon



Proper Method



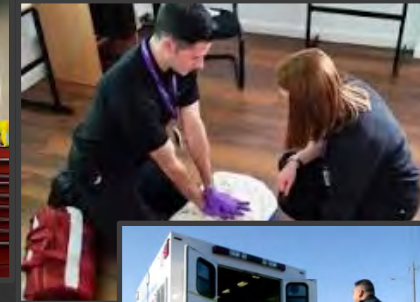
Training

**You Don't Train Until You Get it Right;
You Train Until You Can't Get it Wrong!**



INCREASING IMPORTANCE OF TRAINING

Requires more frequent and more intense training to support the ever more complex missions



Mitchell Associates Architects



Equipment Maintenance Tasks

Current Beacon



Proper Method



Storage



Storage



Hose Storage

Current Beacon



Proper Method



Bunking

Current Beacon



NFPA and/or FEMA Compliant



***FEMA Safety & health Considerations for the Design of Fire Stations –
“Minimum of 60 square feet of space per bed.”***

***NFPA 101 – Requires windows with a minimum size, usually 90 inches, to
accommodate emergency rescue.***

***FEMA Safety & Health Considerations for the Design of Fire Stations –
Determine “common space” needs for areas such as lockers for alternating
firefighter shifts access in off-shift times***

Eating

Current Beacon



Proper Method



Offices

Current Beacon



Proper Design



**Currently Only One
Office, Need Three**



Conference/Training

Current Beacon

**Currently the
Banquet Room is
Used as a
Conference Room**

Proper Method



Technology

Current Beacon



Proper Method



Mechanical Rooms

Current Beacon



Proper Method



Sprinkler Protection

**There is Currently
No Sprinkler System**



NFPA §10.1.4 – New buildings housing emergency fire, rescue, and ambulance services shall be protected throughout by approved supervised automatic sprinkler systems.

U.S. Fire Administration – Over 150 fires occur per year on average at fire stations with vehicles, electrical and cooking posing the top percentages.

U.S. Fire Administration – Over 150 fires occur per year on average at fire stations with vehicles, electrical and cooking posing the top percentages.



Truck Fueling

Current Beacon



Proper Method



Basis of Design

Priorities

- **Efficient, Consolidated Operation**
- **Dirty/Clean Separation**
- **Decon/Laundry**
- **SCBA**
- **Proper Bathrooms**
- **Gender Flexibility**
- **ADA Compliance**
- **On-Site Training**
- **Improved Appearance**



Regulatory Requirements

A Fire Station must comply with regulations from:

- OSHA
- NFPA
- IBC
- NIOSH
- ADA
- Others



There is Currently no Women's Room
on the Main Floor



Regulatory Requirements

- A Fire Station is an *Essential Facility* by code
- It must be designed to minimize the hazardous risk to the firefighters
- It must be robust in order to remain operational in any crisis



Regulatory Requirements

- The OSHA general duty obligations include the **requirement to provide adequate training**. This in turn requires adequate space that is available for the required training.
 - Employer must provide training and education, requiring adequate space for the training
 - The fire department shall establish and maintain a training and education program with a goal of preventing occupational deaths, injuries, and illnesses.



Regulatory Requirements

- According to NFPA - **Firefighting is among the most physically demanding occupations.**
Performing demanding physical work in high temperatures in heavy protective gear that maintains a near saturation interior humidity. Long work shifts, and the need to ramp up to full speed on a moment's notice all contribute to the potential for injury.
- **One of the core requirements is an exercise training program that is available to all members.**

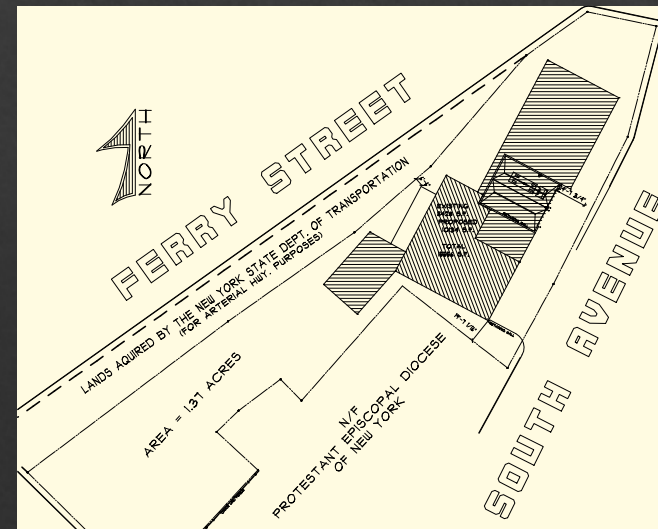
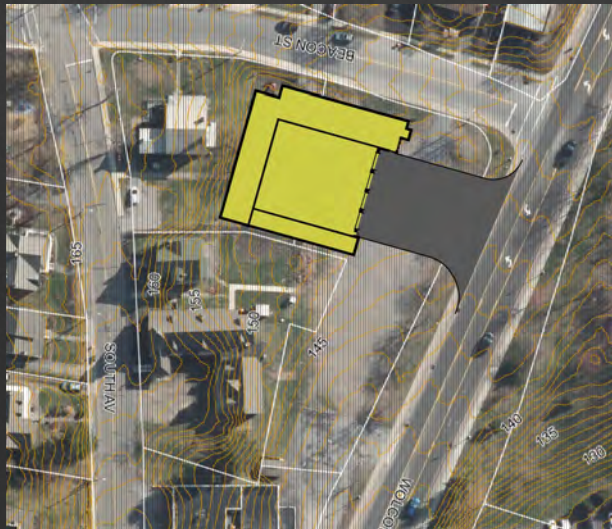
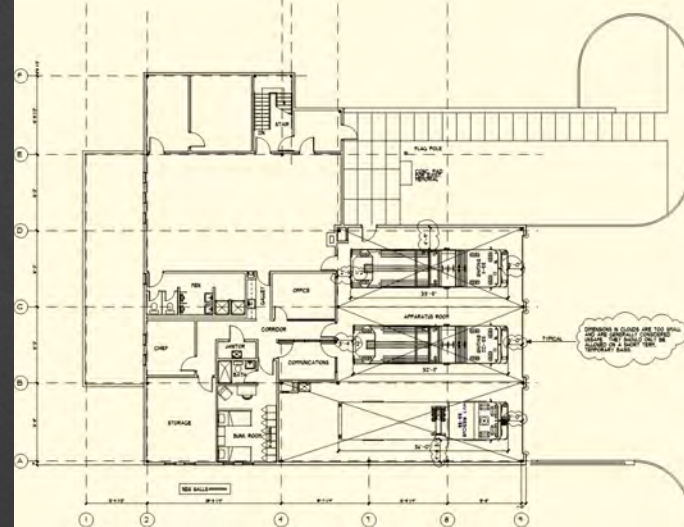
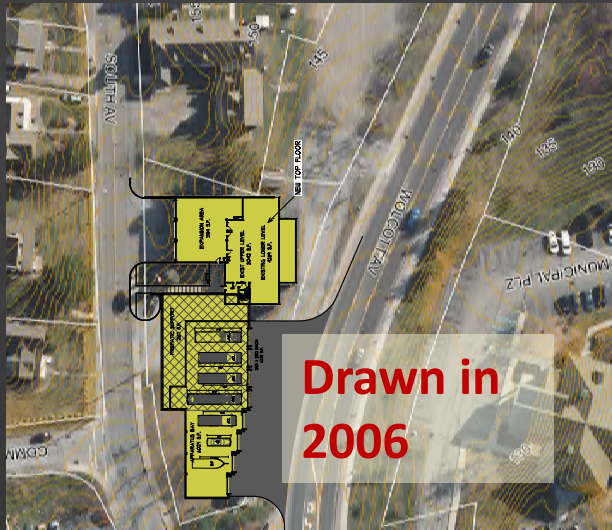


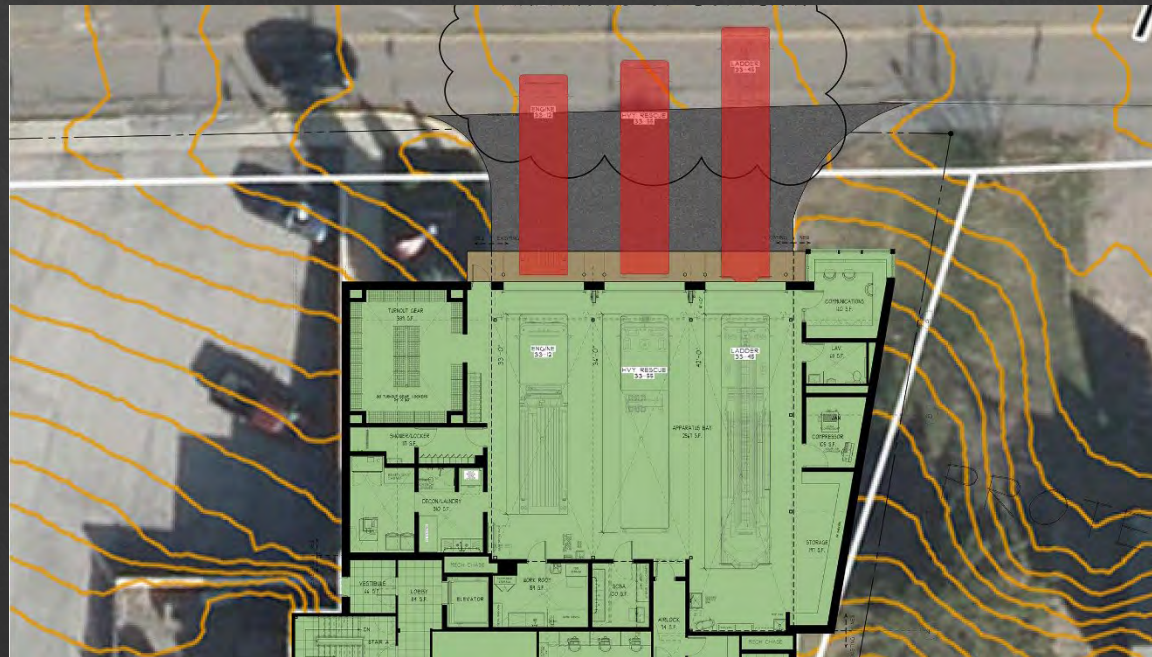
Reduces Future Liability

- Reduced risk of illness and injury
- Gender neutral facility
- Training for safety of staff and public
- Improved safety for responding apparatus
- Help protect the City from litigation



Prior Tompkins Schemes

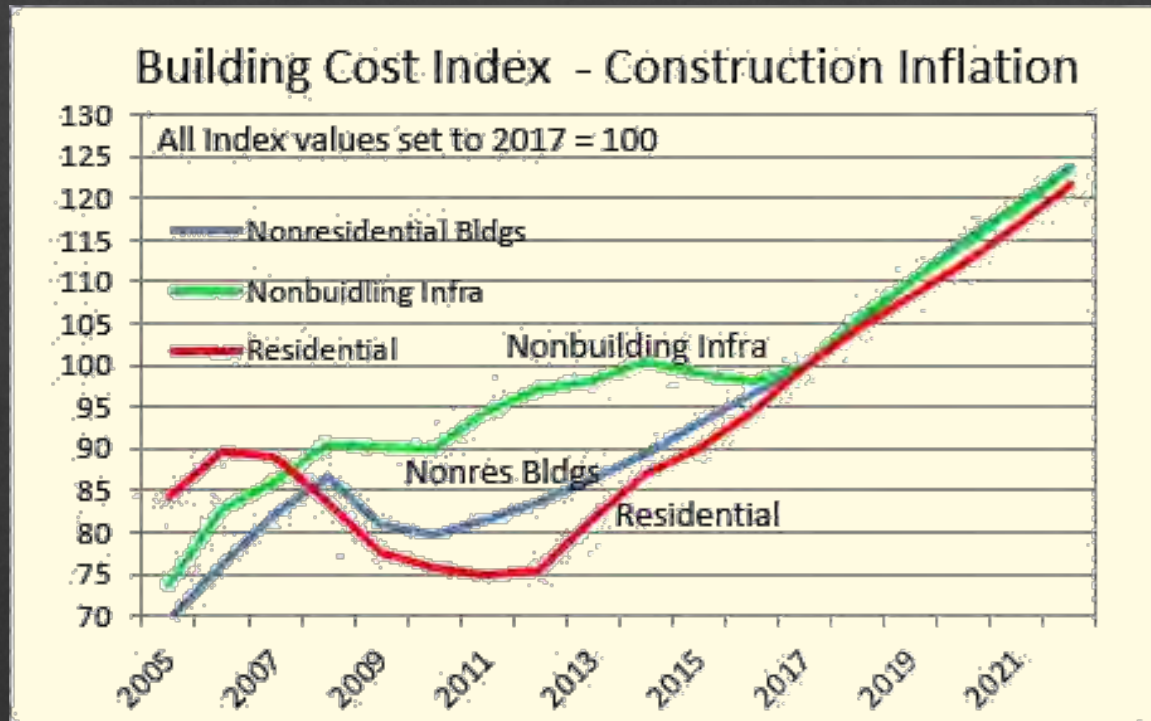








The Cost of Delay



Project Cost History

Year	Size	B&M Cost	\$/sq ft	Construction Type
2006	35,424	\$ 7,500,000	\$ 212	Reno/Addition
2014	21,200	\$ 7,500,000	\$ 350	New Construction
2017	24,309	\$ 8,508,150	\$ 350	New Construction
2018	26,617	\$ 10,500,000	\$ 394	New Construction
2021	16,567	\$ 7,360,700	\$ 444	Reno/Addition
2022	16,567	\$ 8,648,835	\$ 522	Conventional HVAC
2022	16,567	\$ 8,831,570	\$ 533	Air Source Heat Pump
2022	16,567	\$ 9,101,570	\$ 549	Water Source Heat Pump

Cost Per Square Foot Has Increase By More Than 150% Since The Initial 2006 Study



Mitchell Associates Architects, PLLC

Emergency Services Facilities

29 Thacher Park Road
Voorheesville, NY 12186
(518) 765-4571 fax 765-2950
E-mail: Bob@Mitchell-Architects.com
Web Site: www.Mitchell-Architects.com



City of Beacon City Council Agenda
04/11/2022

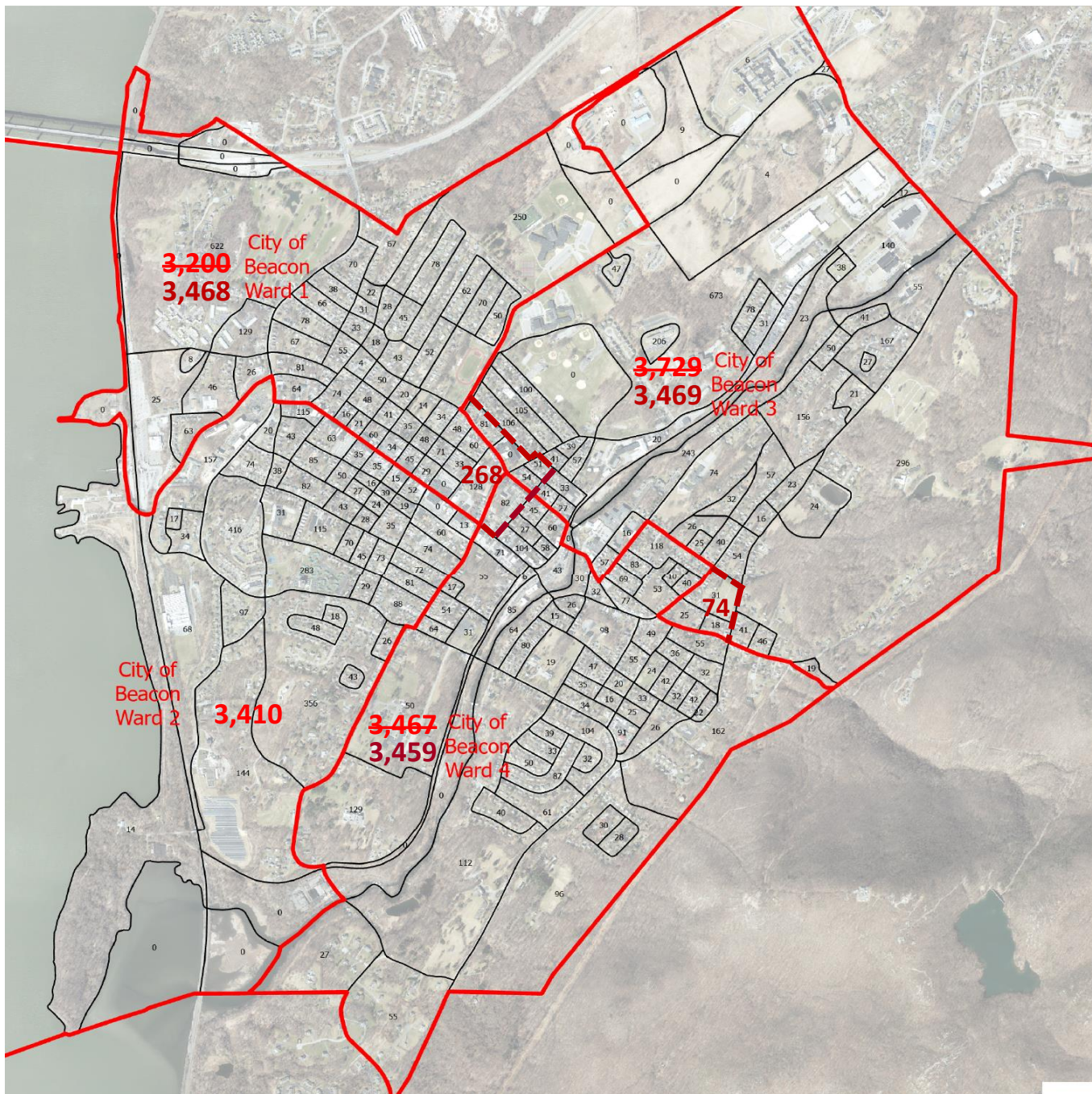
Title:

Discussion Regarding City of Beacon Ward Redistricting

ATTACHMENTS

[2022 Proposed Ward Redistricting](#)

[Proposed Local Law Regarding New Ward Boundaries](#)



April 8, 2022

LOCAL LAW NO. ____ OF 2022

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND CHAPTER 5, SECTION 20 OF THE
CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend
Chapter 5, Section 20 of the Code
of the City of Beacon to amend
the City's ward boundaries.

BE IT ENACTED by the City Council of the City of Beacon as follows:

Section 1. Purpose.

Section 1.08 of the Charter of the City of Beacon and Section 5-20 of the Code of the City of Beacon require the City review and adjust, as appropriate, the boundaries of the City's four wards within six months of the publication of the results of each Federal decennial census. The goal of examining the results of the Federal decennial census to ensure that population shifts have not caused the Wards to become unbalanced or have a discriminatory effect. As a result, the City has prepared a local law to amend the Ward boundaries to ensure that the difference in population between the most and least populous Ward does not exceed five percent of the mean population of all Wards. The Ward boundaries must be adjusted by Local Law, subject to a permissive referendum. The new Wards would become effective with the 2023 election for the term commencing January 1, 2024.

Section 2. Chapter 5, Section 20 of the Code of the City of Beacon entitled "Ward boundaries established," is hereby amended as follows:

The City shall be divided into four wards, the boundaries of which shall be reviewed and adjusted as appropriate within six months after publication of the results of each federal decennial census. The current ward boundaries are as follows (all references to a street refer to its center line; all references to a compass point are approximate):

A. Ward One.

- (1) From the point on the western City boundary where it touches Red Flynn Drive; then
- (2) South on Red Flynn Drive, across the railroad overpass to Beekman Street; then
- (3) Northeast on Beekman Street to North Avenue; then
- (4) South on North Avenue to Main Street; then

- (5) East on Main Street to ~~Schenck Fishkill~~ Avenue; then
- (6) North on ~~Schenck Fishkill~~ Avenue to ~~Herbert Street Verplanck Avenue~~; then
- ~~(7)~~ West on ~~Herbert Street Verplanck Avenue~~ to Matteawan Road; then
- ~~(8)~~ South on Fishkill Avenue to Kent Street; then
- ~~(7)(9)~~ West on Kent Street to Matteawan Road; then
- ~~(8)(10)~~ North on Matteawan Road to Camp Beacon Road; then
- ~~(9)(11)~~ North on Camp Beacon Road and continuing in the same direction to the northern City boundary; then
- ~~(10)(12)~~ Along the northern and western City boundaries back to the starting point.

B. Ward Two.

- (1) From the point on the western City boundary where it touches Red Flynn Drive; then
- (2) South on Red Flynn Drive, across the railroad overpass to Beekman Street; then
- (3) Northeast on Beekman Street to North Avenue; then
- (4) South on North Avenue to Main Street; then
- (5) East on Main Street to Teller Avenue; then
- (6) South on Teller Avenue to Wolcott Avenue; then
- (7) West on Wolcott Avenue to Sargent Avenue; then
- (8) South on Sargent Avenue to South Avenue; then
- (9) South on South Avenue to the midpoint of Fishkill Creek; then
- (10) South along the midpoint of Fishkill Creek to the southern City boundary; then
- (11) Along the southern and western City boundaries back to the starting point.

C. Ward Three.

- (1) From the point on the eastern City boundary where Mount Beacon Monument Road crosses; then
- (2) West on Mount Beacon Monument Road to East Main Street; then
- (3) West on East Main Street to ~~Depuyster Washington~~ Avenue; then
- (4) North on ~~Depuyster Washington~~ Avenue to Grove Street; then
- (5) West on Grove Street to Liberty Street; then
- (6) South on Liberty Street to East Main Street; then

April 8, 2022

- (7) West on East Main Street to Main Street; then
- (8) North on Main Street to Verplanck Avenue; then
- ~~(9)~~ West on Verplanck Avenue to ~~Matteawan Road~~ Schenck Avenue; then
- ~~(10)~~ North on Schenck to Kent Street; then
- ~~(9)~~~~(11)~~ West of Kent Street to Matteawan Road; then
- ~~(10)~~~~(12)~~ North on Matteawan Road to Camp Beacon Road; then
- ~~(11)~~~~(13)~~ North on Camp Beacon Road and continuing in the same direction to the northern City boundary; then
- ~~(12)~~~~(14)~~ Along the northern and eastern City boundaries back to the starting point.

D. Ward Four.

- (1) From the point on the eastern City boundary where Mount Beacon Monument Road crosses; then
- (2) West on Mount Beacon Monument Road to East Main Street; then
- (3) West on East Main Street to ~~Depuyster~~ ~~Washington~~ Avenue; then
- (4) North on ~~Washington~~ Depuyster Avenue to Grove Street; then
- (5) West on Grove Street to Liberty Street; then
- (6) South on Liberty Street to East Main Street; then
- (7) West on East Main Street to Main Street; then
- (8) North on Main Street to Verplanck Avenue; then
- (9) West on Verplanck Avenue to ~~Fishkill~~ Schenck Avenue; then
- ~~(10)~~ South on Schenck ~~Fishkill~~ Avenue ~~to Main Street until it turns into Teller Avenue~~; then
- ~~(10)~~~~(11)~~ West on Main Street to Teller Avenue; then
- ~~(11)~~~~(12)~~ South on Teller Avenue to Wolcott Avenue; then
- ~~(12)~~~~(13)~~ West on Wolcott Avenue to Sargent Avenue; then
- ~~(13)~~~~(14)~~ South on Sargent Avenue to South Avenue; then
- ~~(14)~~~~(15)~~ South on South Avenue to the midpoint of Fishkill Creek; then
- ~~(15)~~~~(16)~~ South along the midpoint of Fishkill Creek to the southern City boundary; then
- ~~(16)~~~~(17)~~ Along the southern and eastern City boundaries back to the starting point.

April 8, 2022

Section 3. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein the Code of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 4. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 5. Severability.

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 6. Permissive Referendum/Referendum on Petition

This Local Law is subject to a referendum on petition in accordance with Municipal Home Rule Law §§ 10(1)(a)(13)(e) and 24 and the procedures outlined in New York Municipal Home Rule Law § 24, and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this Local Law.

Section 7. Effective Date

This Local Law shall be subject to permissive referendum and shall not become operative or effective unless and until (a) 45 days has elapsed after its adoption and no petition protesting against this Local Law has been filed with the City Clerk, or (b) if such a petition is filed, a proposition for the approval of this Local Law has been submitted and received the affirmative vote of a majority of the voters voting thereon. If no petition is timely filed or if a petition is filed and this Local Law is approved, it shall take effect upon filing by the office of the New York Secretary of State.

City of Beacon City Council Agenda
04/11/2022

Title:

Discussion of the New York State Build Public Renewables Act

ATTACHMENTS

[Working Assembly Bill](#)

[Working Senate Bill](#)

[Conservation Advisory Committee - Draft Resolution in Support of the Build Public Renewables Act](#)

STATE OF NEW YORK

1466--A

2021-2022 Regular Sessions

IN ASSEMBLY

January 11, 2021

Introduced by M. of A. CARROLL, RICHARDSON, COLTON, DINOWITZ, GOTTFRIED, KIM, COOK, DICKENS, SIMON, STIRPE, BARNWELL, CRUZ, L. ROSENTHAL, WEPRIN, ROZIC, MAMDANI -- Multi-Sponsored by -- M. of A. HEVESI, HYNDMAN -- read once and referred to the Committee on Corporations, Authorities and Commissions -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the public authorities law and the public service law, in relation to implementing the "New York State Build Public Renewables Act"; and to repeal certain provisions of the general business law relating thereto

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Short title. This act shall be known and may be cited as
2 the "New York State Build Public Renewables Act".

3 § 2. Section 1005 of the public authorities law is amended by adding
4 nine new subdivisions 28, 29, 30, 31, 32, 33, 34, 35 and 36 to read as
5 follows:

6 28. (a) The authority is authorized and directed to purchase, acquire,
7 plan, design, engineer, finance, construct, operate, manage, improve
8 and/or maintain any renewable energy project. The authority is also
9 authorized and directed to provide energy efficiency, retrofits, high
10 performance/sustainable building, and energy management services.

11 (b) For the purposes of this subdivision and subdivisions twenty-nine,
12 thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five
13 and thirty-six of this section, the following terms shall have the
14 following meanings:

15 (i) "renewable energy" shall be defined as renewable electricity or
16 thermal energy that does not emit greenhouse gases or other pollutants
17 including, but not limited to, photovoltaics (solar), land-based and
18 offshore wind, run-of-the-river and existing New York state hydroelec-
19 tric, geothermal electric, tidal energy, wave energy, battery energy

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD05455-09-1

1 storage systems, pumped hydroelectric energy storage systems, and renew-
2 able thermal energy technology such as solar thermal, air-source and
3 ground-source heat pumps, renewable co-generation, district heating
4 systems, systems designed to capture waste heat, or other heating or
5 cooling technologies using renewable sources of energy that do not emit
6 greenhouse gases or other pollutants, provided, however, that such term
7 shall not include any form of fossil fuels or combustion-based energy
8 which relies upon building new fossil fuel infrastructure or extending
9 the use of fossil fuel infrastructure including, but not limited to,
10 natural gas, green hydrogen fuel, biofuel, biogas, biomass, nuclear,
11 carbon sequestration and renewable natural gas.

12 (ii) "renewable energy project" shall be defined as all infrastructure
13 which generates, stores, distributes or transmits renewable energy or
14 thermal energy as defined in paragraph (i) of this subdivision, and
15 includes the construction, installation and/or operation of ancillary
16 facilities or equipment done in connection with any such renewable ener-
17 gy generating projects, including, but not limited to, electric vehicle
18 charging infrastructure and renewable offshore wind vessels.

19 29. (a) The authority shall have the right of first offer and first
20 refusal to and shall coordinate with the department of state's office of
21 renewable energy siting (ORES) to purchase, acquire, plan, design, engi-
22 neer, finance, construct, operate, manage, improve and/or maintain
23 renewable energy projects over twenty-five megawatts and to own and sell
24 any power or energy created by such renewable energy project. The
25 authority shall have sixty days to commit to a project. The authority
26 shall also have the right of first offer and first refusal to purchase
27 planned, future, and existing renewable energy projects.

28 (b) Where a renewable energy site appropriate for New York state falls
29 into federal jurisdiction, the authority shall participate in lease
30 auctions in an attempt to obtain ownership of that area.

31 30. Notwithstanding any other provision of law, to, on or after Janu-
32 ary first, two thousand twenty-five, only generate and transmit renewa-
33 ble energy and the authority shall only purchase, acquire, plan, design,
34 engineer, finance, construct, operate, manage, improve and/or maintain
35 generation and transmission facilities for the purpose of generating,
36 storing, distributing and transmitting renewable energy. The authority
37 shall phase out its use of existing non-renewable generation as quickly
38 as possible but no later than December thirtieth, two thousand twenty-
39 five, as it scales up renewable energy generation to meet one hundred
40 percent of all state and municipal energy needs and the energy needs of
41 all public and private buildings and properties powered by the authority
42 with renewable energy by two thousand twenty-six, and it shall not
43 purchase, plan, finance, or construct any new generation project or
44 energy infrastructure which is not a renewable energy project or part of
45 a renewable energy project. Renewable energy sources which prioritize
46 projects that actively benefit environmental justice communities and
47 ecosystems, and which have the lowest financial costs, will be prior-
48 itized through a process to be determined by local community groups and
49 environmental experts. The authority will also convert all state and
50 municipal properties and authority powered privately owned buildings to
51 receive heating and cooling from renewable energy sources by two thou-
52 sand thirty.

53 31. (a) Within two years of the effective date of this subdivision,
54 the authority shall make public a ten-year climate and resiliency plan.
55 Such climate and resiliency plan shall be designed to minimize the costs
56 to ratepayers while balancing the interests of employees, grid reliabil-

ity and resiliency, environmental justice communities and the environment. Such plan shall be developed in consultation with the New York state independent system operator, the New York state energy research and development authority, and experts, environmental justice communities, ratepayers and community organizations via the New York state energy research and development authority's community energy hubs. Such resiliency plan shall outline the renewable projects the authority plans to build, how the authority plans to phase out non-renewable assets and how the authority plans to comply with the climate leadership and community protection act and the renewable energy targets outlined in this subdivision and subdivisions twenty-nine, thirty and thirty-two of this section. The authority shall also outline a plan to improve energy resiliency and if necessary to meet the authority's renewable energy targets, shall coordinate with the New York state independent system operator to re-adjust the locational capacity requirements for each region in the state. Additionally, within two years of the effective date of this subdivision, the authority shall make public a democratization plan. Such plan shall be fully funded, created in partnership and codesigned with the NY Energy Democracy Alliance and shall ensure the scale up of renewable build out across the state occurs in line with the principles of energy democracy and transparency.

(b) (i) The authority shall hold at least one annual public hearing related to such climate and resiliency plan and may update such plan annually as needed. The hearing shall be publicized in various forms of media, including but not limited to the authority's website, local newspapers and social media platforms, and shall also be accessible via livestream. In advance of such hearing, the authority shall conspicuously post written notice of such hearing in all authority facilities and New York state energy research and development authority community energy hubs on a sign posted at each facility entrance and exit used by employees, and shall provide at least two weeks advance notice of such hearing to authority customers by directly communicating such notice to customer phone, email and mailing lists. Public input shall be permitted between the hours of 6:00 PM and 9:00 PM. Each speaker shall have at least three minutes to speak, and a remote option shall be provided for submitting comments via video conference, phone, including short message services (SMS) text messages and/or written comment, which shall be read aloud. Provisions for childcare, translation services, American sign language interpretation, closed captioning, and access to accommodations provided by the Americans with Disabilities Act shall be provided upon request.

(ii) The authority shall maintain an online suggestion board where the public may submit recommendations to be voted on by other members of the public. The top five suggestions shall be discussed publicly and shall be voted on by the authority's board at the annual public hearing. Other suggestions may be taken into consideration at the board's discretion. All data, meeting minutes, recordings and documents that do not include personal customer information, including but not limited to depreciation schedules, annual financial statements of itemized spending, environmental impact statements, cost-benefit analyses, climate and resiliency plans, renewable energy project plans, and annual reports on operations, customer service, reliability, resiliency and sustainability, shall be made available on the authority's website, or otherwise made accessible by the authority upon request. All such records shall be maintained as business records for a minimum of ten years. The state comptroller shall audit the authority at least once every two years until two thou-

1 sand thirty to ascertain whether the authority is in compliance with the
2 renewable energy targets outlined in this subdivision and subdivisions
3 twenty-nine, thirty, thirty-two and thirty-three of this section and
4 whether the authority's spending and operations are efficient. The most
5 recent comptroller audits shall also be made available on the authori-
6 ty's website, or otherwise made accessible by the authority upon
7 request.

8 (c) (i) The authority shall conduct an energy efficiency and energy
9 audit program to identify public and private buildings most in need of
10 retrofits and efficiency measures. The authority shall hire authority
11 employees to perform energy audits, retrofits and other efficiency
12 programs, such as incentives for energy efficient appliances and
13 induction stoves, as needed, to meet the climate goals outlined in the
14 climate leadership and community protection act, the New York state
15 energy research and development authority, environmental and energy
16 experts, and communities via the New York state energy research and
17 development authority's community energy hubs. The authority shall
18 prioritize public buildings and low-income customers and tenants to
19 receive the benefits of these efficiency programs and retrofits.

20 (ii) The authority or the New York state energy research and develop-
21 ment authority shall annually post and maintain for at least one year on
22 their website, a report evaluating the energy efficiency program,
23 including, but not limited to, the number of customers served by the
24 efficiency program, the customer demographics, the number of retrofits
25 and energy audits performed, the number of jobs created and employee
26 demographics, and the amount of energy and dollars saved as a result of
27 the program.

28 The authority shall also submit an annual report to the governor and
29 to the legislature which shall be made available to the public and shall
30 be subject to open hearings in the legislature. Such report shall
31 include the:

32 (A) Ten year climate and resiliency plan described in paragraph (a) of
33 this subdivision;

34 (B) Amount of energy produced by each facility;

35 (C) Energy transferred between facilities within the authority;

36 (D) Energy transferred outside of the authority for sale;

37 (E) Kilowatt-hour sales by project and by customer;

38 (F) Revenues and costs for each project facility;

39 (G) Accumulated provision for depreciation of each project facility;

40 (H) Financial and operating information of the energy efficiency
41 program; and

42 (I) Enrollment in and effectiveness of renewable energy auto-enroll-
43 ment, retrofit, and energy efficient appliance programs.

44 32. Notwithstanding any other provision of law, to be the sole provid-
45 er of electricity and power to all state and municipal owned, leased,
46 controlled, or operated properties that use electricity, including but
47 not limited to all buildings and transportation-related properties such
48 as trains, subways and subway stations, vessels, electrified buses and
49 vehicles, and public or private electric vehicle charging stations.

50 33. (a) To sell or provide renewable energy to end-use customers and
51 CCA communities using the transmission or distribution system of any
52 utility with consolidated billing.

53 (b) Any excess renewable energy produced by the authority and not used
54 or stored by state or municipal owned or leased properties shall be sold
55 directly to end-use customers or CCA's, wholesale, using the trans-
56 mission or distribution system of utilities. This excess energy shall be

1 sold on an opt-out basis, with automatic enrollment prioritizing low-in-
2 come customers and environmental justice communities.

3 (i) There shall be no electricity rate increase for the first three
4 years following the effective date of this subdivision. After the first
5 three years following the effective date of this subdivision, a progres-
6 sive rate structure based on income and level of energy shall be devel-
7 oped in consultation with the authority and communities via the New York
8 state energy research and development authority's community energy hubs.

9 (ii) The authority shall discourage the shut off of any residential
10 customer's energy for non-payment and shall discourage the charge of
11 punitive late fees by collaborating with distribution companies. The
12 authority shall work with the low income home energy assistance program
13 to assist low-income customers with payment plans and to develop an
14 emergency fund to cover instances of non-payment. Notwithstanding any
15 other provision to the contrary, the authority may impose penalties for
16 large energy users and may incentivize energy conservation with rebates
17 and discounts on energy efficient products, to be determined by the
18 authority's board in consultation with the New York state energy
19 research and development authority.

20 34. (a) There shall be ten "New York state energy research and devel-
21 opment authority community energy hubs", hereinafter community energy
22 hubs, developed and distributed evenly throughout the state. The
23 location and staffing level of the community energy hubs shall be deter-
24 mined by the New York state energy research and development authority in
25 consultation with local communities and environmental and energy
26 experts. The efforts of such community energy hubs shall be centrally
27 coordinated by the authority and the New York state energy research and
28 development authority.

29 (b) The purpose of the community energy hubs shall include, but not be
30 limited to, the following:

31 (i) Assisting residents and businesses to adopt renewable energy and
32 energy efficiency measures through outreach, education, enrollment,
33 intake, referral and project management. Administering and enrolling
34 customers into financial assistance, energy efficiency, and renewable
35 energy programs of the authority and the New York state energy research
36 and development authority.

37 (ii) Planning and using microgrids, battery storage, and decarboniza-
38 tion projects at the level of an individual customer meter or group of
39 meters, where distributed energy resources might be shared locally
40 across multiple customer meters in the same community. The community
41 energy hubs shall also enable the authority to design, finance, procure,
42 install, and own demand-side, behind the meter assets, sited at the
43 customers' property or in the public right of way.

44 (iii) Coordinating the research needs of the New York state energy
45 research and development authority and the authority in partnership with
46 advocacy organizations, environmental justice organizations and univer-
47 sities to assist with scaling up renewable energy and efficiency tech-
48 nologies.

49 (iv) Ensuring that advocacy organizations and environmental justice
50 organizations co-design energy programs, providing their knowledge of
51 local communities and their insight into how energy programs have
52 performed in their community, and receive the necessary financial and
53 technical assistance to meaningfully participate in the co-design proc-
54 ess.

55 (v) Identifying, soliciting, receiving feedback on and addressing
56 concerns about proposals for locations for renewable energy projects in

1 coordination with the department of state's office of renewable energy
2 siting and local organizations that are accountable to the community,
3 utilizing the same co-design process outlined in subparagraph (iv) of
4 paragraph (b) of this subdivision to assess the energy needs of each
5 community and how such needs interact with the energy needs of the state
6 as a whole.

7 (vi) Performing community outreach and education on energy and
8 climate-related initiatives, and/or supporting local community organiza-
9 tions to perform this outreach and education, including utility
10 proceedings and the power authority of the state of New York's renewable
11 energy enrollment program.

12 (vii) Addressing customer service issues and billing issues for
13 services provided by the New York state energy research and development
14 authority and the authority, including connecting low-income customers
15 with assistance programs such as the low income home energy assistance
16 program, and providing access to language translation services.

17 (c)(i) All community energy hubs shall hold at least one public meet-
18 ing on the new rate design before the new rate design is implemented.
19 Such hubs shall also hold quarterly public meetings where all stakehold-
20 ers, including employees and ratepayers, may provide suggestions for
21 improvements to the programs, investments, technologies, and renewable
22 energy projects of the New York state energy research and development
23 authority and the authority. New York state energy research and develop-
24 ment staff and at least one representative of the authority shall attend
25 such meetings and shall report key findings and recommendations to the
26 authority's board for consideration. All records of public meetings
27 shall be maintained as business records for a minimum of ten years.

28 (ii) Additional issue-based hearings may also be held at the request
29 of any stakeholder, when such stakeholder submits a request with at
30 least one hundred petition signatures. Every public meeting shall be
31 accessible via livestream and shall be held between the hours of 6:00 PM
32 and 9:00 PM. Each speaker shall have at least three minutes to speak,
33 and a remote option shall be provided for submitting comments via video
34 conference, phone, and/or written comment, which shall be read aloud.
35 Provisions for childcare, translation services, American sign language
36 interpretation, closed captioning, and access to accommodations provided
37 by the Americans with Disabilities Act shall be provided upon request.
38 All records of issue-based hearings shall be maintained as business
39 records for a minimum of ten years.

40 (d) The community energy hubs shall be funded through a combination of
41 bonds and revenue from the authority, a portion of rates from the top
42 five-percent earning commercial and industrial customers or any other
43 source of state revenue that is demonstrated to have no impact on low-
44 to-moderate-income New Yorkers. All new renewable projects shall be
45 financed via the following methods: state and municipal bond issuances,
46 available funds from the New York state energy research and development
47 authority and the authority, public banks and participatory budgeting
48 efforts, and/or progressive electric rates.

49 (e) The authority and the New York state energy research and develop-
50 ment authority shall have the power to administer and finance programs
51 for the development, design, installation and provision of financial
52 assistance, with respect to the replacement of refrigerators, dishwash-
53 ers and other appliances with more energy efficient appliances, or the
54 replacement of gas stoves and water heaters with electric or induction
55 appliances, provided that no costs associated with such financial
56 assistance shall be charged to the authority's customers. Financial

1 assistance shall be repaid to the authority, over a period not to exceed
2 ten years, based on projected savings in energy costs and related costs
3 which accrue to the owner as a result of installing such measures.

4 35. (a) All employees who become unemployed as a result of this subdivi-
5 vision, subdivisions twenty-eight, twenty-nine, thirty, thirty-one,
6 thirty-two, thirty-three, or thirty-four of this section, or as a result
7 of the transition to renewables and implementation of the climate lead-
8 ership and community protection act, including but not limited to nucle-
9 ar, fossil fuel, and ESCO employees, shall be provided with free
10 retraining options to transition to another role, the opportunity to
11 retire early where deemed appropriate by the community energy hubs in
12 consultation with labor unions and employees, or the option for disad-
13 vantaged employees to participate in a paid direct access and training
14 program.

15 (b) There shall be a hiring hall developed within the community energy
16 hubs for the express purpose of hiring and retraining employees for
17 green jobs. Retraining programs may prepare employees to transition to
18 fields including, but not limited to, jobs installing and/or maintaining
19 renewable energy infrastructure, green roofs and green walls, renewable
20 heat pumps, bioswales, restoring wetlands, regenerative agriculture,
21 remediating lead and mold, performing retrofits, providing customer
22 service for the community energy hubs and the authority, and other green
23 jobs which would allow New York to comply with climate laws including
24 the climate mobilization act and the climate leadership and community
25 protection act.

26 (c) Such hiring halls shall also create a community jobs pipeline
27 strategy of engaging low-income communities of color and disconnected
28 employees in the struggle to create an equitable community-controlled
29 green economy. Such hiring halls shall: (i) act as employer of record
30 and recruit, screen and hire employees; (ii) mediate disputes between
31 employees and employers as needed; (iii) administer timesheets, payroll,
32 general liability and worker's compensation insurance as needed; (iv)
33 coordinate free training in both general and specialized credentials;
34 and (v) provide wraparound support for employees, including transporta-
35 tion costs and financial literacy.

36 (d) All new renewable projects owned and operated by the authority and
37 energy efficiency programs owned and operated by the authority shall pay
38 a prevailing wage and shall be subject to project labor agreements.
39 There shall be no emergency strike funds, nor shall there be ratepayer
40 funded management contract negotiation funds; the authority shall at a
41 minimum remain neutral to unionization efforts.

42 36. (a) A labor advisory board shall be established to determine safe-
43 ty and training standards, disaster response measures, guaranteed hours,
44 staffing levels, retraining programs and other labor issues in consulta-
45 tion with the authority's board.

46 (b) The advisory board shall consist of seven members to be elected by
47 all current rank-and-file authority employees and rank-and-file employ-
48 ees of community energy hubs and resulting green job programs, not
49 including any outside private contractors. Members shall serve for a
50 term of two years and may serve until their successors are elected. The
51 members of the board shall receive no compensation for their services
52 but shall be allowed their actual and necessary expenses incurred in the
53 performance of their duties as board members.

54 (c) Any labor required to build, design, operate and maintain the
55 authority's renewable energy projects will be performed by authority

employees. All employees, regardless of their union, will be cross-trained and perform both new construction and maintenance work.

§ 3. Section 349-d of the general business law is REPEALED.

§ 4. Paragraph (a) of subdivision 27 of section 1005 of the public authorities law, as added by section 2 of part LL of chapter 58 of the laws of 2019, is amended and a new subparagraph 3 is added to read as follows:

(a) Notwithstanding any other provision of this title, as deemed feasible and advisable by the trustees, the authority is authorized to undertake the following actions when it deems it necessary or desirable to address the energy-related needs of any (i) authority customer, (ii) public entity, or (iii) CCA community:

(1) (A) supply power and energy procured from competitive market sources to any (i) authority customer, (ii) public entity, or (iii) CCA community through the supply of such products through an [energy services company or other] entity that is authorized by the public service commission to procure and sell energy products to participants of a CCA program~~[, provided, however, that the authority shall not supply at any point more than a total of four hundred megawatts of power and energy to authority customers and public entities pursuant to the authority of this clause];~~

(B) supply renewable power~~[, or energy[, or related credits or attributes procured through a competitive process, from competitive market sources, or through negotiation when a competitive procurement is not reasonably feasible and such products can be procured on reasonably competitive terms]~~ to (i) any authority customer, (ii) any public entity, or (iii) any CCA community ~~[through the supply of such products through an energy services company or other entity that is authorized by the public service commission to procure and sell energy products to participants of a CCA program; and];~~

(2) (A) alone or jointly with one or more other entities, finance the development of renewable energy generating projects that are located in the state, including its territorial waters, and/or on property or in waters under the jurisdiction or regulatory authority of the United States, (B) purchase power, energy or related credits or attributes produced from such renewable energy generating projects, and (C) allocate and sell any such products to (i) any authority customer, (ii) any public entity, and (iii) any CCA community through [an] a not-for-profit energy services company or other entity that is authorized by the public service commission to procure and sell energy products to participants of a CCA program~~[, provided that the authority shall not, pursuant to the authority in this subparagraph, finance more than six renewable energy generation projects and have a per-project electric generating capacity in excess of twenty-five megawatts.]; and~~

(3) (A) provide proof that the applicant is a tax exempt non-profit organization described in section 501(c) of the internal revenue code, (B) a corporation established by the state of New York that is wholly owned by a state, county or municipal entity within the state of New York, (C) a public authority established by the state of New York, or (D) an ESCO registered as a tax exempt non-profit organization described in section 501(c) of the internal revenue code, a corporation wholly owned by a federal, state or municipal government, or a public authority established and controlled by a federal, state or municipal government.

§ 5. Subdivision 5 of section 44 of the public service law, as added by chapter 359 of the laws of 2009, is amended to read as follows:

1 5. At least once a year, every utility corporation, not-for-profit
2 energy services company or municipality shall provide its customers with
3 a notice that billing statements are available in large print format.
4 Upon written request by a customer, a utility corporation, not-for-pro-
5 fit energy services company or municipality shall provide the customer's
6 billing statements in the large print format commencing no later than
7 sixty days after the date upon which the request is received by the
8 utility corporation, not-for-profit energy services company or munici-
9 pality. The provisions of this subdivision shall apply only to printed
10 statements. For the purposes of this section, "large print" shall mean a
11 printed font size of sixteen or greater to illuminate billing informa-
12 tion. For the purposes of this section, "not-for-profit energy services
13 company" or "non-for-profit ESCO" shall mean ~~an~~ a not-for-profit enti-
14 ty eligible to sell energy services to end-use customers using the tran-
15 smission or distribution system of a utility corporation.

16 § 6. Nothing in this act is intended to limit, impair, or affect the
17 legal authority of the power authority of the state of New York under
18 any other provision of title 1 of article 5 of the public authorities
19 law.

20 § 7. This act shall take effect immediately; provided that the amend-
21 ments to subdivision 27 of section 1005 of the public authorities law
22 made by section four of this act shall not affect the repeal of such
23 subdivision and shall be deemed repealed therewith.

STATE OF NEW YORK

6453

2021-2022 Regular Sessions

IN SENATE

April 29, 2021

Introduced by Sens. PARKER, SALAZAR -- read twice and ordered printed,
and when printed to be committed to the Committee on Energy and Tele-
communications

AN ACT to amend the public authorities law and the public service law,
in relation to implementing the "New York State Build Public Renewa-
bles Act"; and to repeal certain provisions of the general business
law relating thereto

The People of the State of New York, represented in Senate and Assem-
bly, do enact as follows:

1 Section 1. Short title. This act shall be known and may be cited as
2 the "New York State Build Public Renewables Act".

3 § 2. Section 1005 of the public authorities law is amended by adding
4 nine new subdivisions 28, 29, 30, 31, 32, 33, 34, 35 and 36 to read as
5 follows:

6 28. (a) The authority is authorized and directed to purchase, acquire,
7 plan, design, engineer, finance, construct, operate, manage, improve
8 and/or maintain any renewable energy project. The authority is also
9 authorized and directed to provide energy efficiency, retrofits, high
10 performance/sustainable building, and energy management services.

11 (b) For the purposes of this subdivision and subdivisions twenty-nine,
12 thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five
13 and thirty-six of this section, the following terms shall have the
14 following meanings:

15 (i) "renewable energy" shall be defined as renewable electricity or
16 thermal energy that does not emit greenhouse gases or other pollutants
17 including, but not limited to, photovoltaics (solar), land-based and
18 offshore wind, run-of-the-river and existing New York state hydroelec-
19 tric, geothermal electric, tidal energy, wave energy, battery energy
20 storage systems, pumped hydroelectric energy storage systems, and renew-
21 able thermal energy technology such as solar thermal, air-source and
22 ground-source heat pumps, renewable co-generation, district heating

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD05455-10-1

1 systems, systems designed to capture waste heat, or other heating or
2 cooling technologies using renewable sources of energy that do not emit
3 greenhouse gases or other pollutants, provided, however, that such term
4 shall not include any form of fossil fuels or combustion-based energy
5 which relies upon building new fossil fuel infrastructure or extending
6 the use of fossil fuel infrastructure including, but not limited to,
7 natural gas, green hydrogen fuel, biofuel, biogas, biomass, nuclear,
8 carbon sequestration and renewable natural gas.

9 (ii) "renewable energy project" shall be defined as all infrastructure
10 which generates, stores, distributes or transmits renewable energy or
11 thermal energy as defined in paragraph (i) of this subdivision, and
12 includes the construction, installation and/or operation of ancillary
13 facilities or equipment done in connection with any such renewable ener-
14 gy generating projects, including, but not limited to, electric vehicle
15 charging infrastructure and renewable offshore wind vessels.

16 29. (a) The authority shall have the right of first offer and first
17 refusal to and shall coordinate with the department of state's office of
18 renewable energy siting (ORES) to purchase, acquire, plan, design, engi-
19 neer, finance, construct, operate, manage, improve and/or maintain
20 renewable energy projects over twenty-five megawatts and to own and sell
21 any power or energy created by such renewable energy project. The
22 authority shall have sixty days to commit to a project. The authority
23 shall also have the right of first offer and first refusal to purchase
24 planned, future, and existing renewable energy projects.

25 (b) Where a renewable energy site appropriate for New York state falls
26 into federal jurisdiction, the authority shall participate in lease
27 auctions in an attempt to obtain ownership of that area.

28 30. Notwithstanding any other provision of law, to, on or after Janu-
29 ary first, two thousand twenty-five, only generate and transmit renewa-
30 ble energy and the authority shall only purchase, acquire, plan, design,
31 engineer, finance, construct, operate, manage, improve and/or maintain
32 generation and transmission facilities for the purpose of generating,
33 storing, distributing and transmitting renewable energy. The authority
34 shall phase out its use of existing non-renewable generation as quickly
35 as possible but no later than December thirtieth, two thousand twenty-
36 five, as it scales up renewable energy generation to meet one hundred
37 percent of all state and municipal energy needs and the energy needs of
38 all public and private buildings and properties powered by the authority
39 with renewable energy by two thousand twenty-six, and it shall not
40 purchase, plan, finance, or construct any new generation project or
41 energy infrastructure which is not a renewable energy project or part of
42 a renewable energy project. Renewable energy sources which prioritize
43 projects that actively benefit environmental justice communities and
44 ecosystems, and which have the lowest financial costs, will be prior-
45 itized through a process to be determined by local community groups and
46 environmental experts. The authority will also convert all state and
47 municipal properties and authority powered privately owned buildings to
48 receive heating and cooling from renewable energy sources by two thou-
49 sand thirty.

50 31. (a) Within two years of the effective date of this subdivision,
51 the authority shall make public a ten-year climate and resiliency plan.
52 Such climate and resiliency plan shall be designed to minimize the costs
53 to ratepayers while balancing the interests of employees, grid reliabil-
54 ity and resiliency, environmental justice communities and the environ-
55 ment. Such plan shall be developed in consultation with the New York
56 state independent system operator, the New York state energy

1 research and development authority, and experts, environmental justice
2 communities, ratepayers and community organizations via the New York
3 state energy research and development authority's community energy
4 hubs. Such resiliency plan shall outline the renewable projects the
5 authority plans to build, how the authority plans to phase out non-re-
6 newable assets and how the authority plans to comply with the climate
7 leadership and community protection act and the renewable energy targets
8 outlined in this subdivision and subdivisions twenty-nine, thirty and
9 thirty-two of this section. The authority shall also outline a plan to
10 improve energy resiliency and if necessary to meet the authority's
11 renewable energy targets, shall coordinate with the New York state inde-
12 pendent system operator to re-adjust the locational capacity require-
13 ments for each region in the state. Additionally, within two years of
14 the effective date of this subdivision, the authority shall make public
15 a democratization plan. Such plan shall be fully funded, created in
16 partnership and codesigned with the NY Energy Democracy Alliance and
17 shall ensure the scale up of renewable build out across the state occurs
18 in line with the principles of energy democracy and transparency.

19 (b) (i) The authority shall hold at least one annual public hearing
20 related to such climate and resiliency plan and may update such plan
21 annually as needed. The hearing shall be publicized in various forms of
22 media, including but not limited to the authority's website, local news-
23 papers and social media platforms, and shall also be accessible via
24 livestream. In advance of such hearing, the authority shall conspicu-
25 ously post written notice of such hearing in all authority facilities
26 and New York state energy research and development authority community
27 energy hubs on a sign posted at each facility entrance and exit used by
28 employees, and shall provide at least two weeks advance notice of such
29 hearing to authority customers by directly communicating such notice to
30 customer phone, email and mailing lists. Public input shall be permit-
31 ted between the hours of 6:00 PM and 9:00 PM. Each speaker shall have at
32 least three minutes to speak, and a remote option shall be provided for
33 submitting comments via video conference, phone, including short message
34 services (SMS) text messages and/or written comment, which shall be read
35 aloud. Provisions for childcare, translation services, American sign
36 language interpretation, closed captioning, and access to accommodations
37 provided by the Americans with Disabilities Act shall be provided upon
38 request.

39 (ii) The authority shall maintain an online suggestion board where the
40 public may submit recommendations to be voted on by other members of the
41 public. The top five suggestions shall be discussed publicly and shall
42 be voted on by the authority's board at the annual public hearing. Other
43 suggestions may be taken into consideration at the board's discretion.
44 All data, meeting minutes, recordings and documents that do not include
45 personal customer information, including but not limited to depreciation
46 schedules, annual financial statements of itemized spending, environ-
47 mental impact statements, cost-benefit analyses, climate and resiliency
48 plans, renewable energy project plans, and annual reports on operations,
49 customer service, reliability, resiliency and sustainability, shall be
50 made available on the authority's website, or otherwise made accessible
51 by the authority upon request. All such records shall be maintained as
52 business records for a minimum of ten years. The state comptroller
53 shall audit the authority at least once every two years until two thou-
54 sand thirty to ascertain whether the authority is in compliance with the
55 renewable energy targets outlined in this subdivision and subdivisions
56 twenty-nine, thirty, thirty-two and thirty-three of this section and

1 whether the authority's spending and operations are efficient. The most
2 recent comptroller audits shall also be made available on the authori-
3 ty's website, or otherwise made accessible by the authority upon
4 request.

5 (c) (i) The authority shall conduct an energy efficiency and energy
6 audit program to identify public and private buildings most in need of
7 retrofits and efficiency measures. The authority shall hire authority
8 employees to perform energy audits, retrofits and other efficiency
9 programs, such as incentives for energy efficient appliances and
10 induction stoves, as needed, to meet the climate goals outlined in the
11 climate leadership and community protection act, the New York state
12 energy research and development authority, environmental and energy
13 experts, and communities via the New York state energy research and
14 development authority's community energy hubs. The authority shall
15 prioritize public buildings and low-income customers and tenants to
16 receive the benefits of these efficiency programs and retrofits.

17 (ii) The authority or the New York state energy research and develop-
18 ment authority shall annually post and maintain for at least one year on
19 their website, a report evaluating the energy efficiency program,
20 including, but not limited to, the number of customers served by the
21 efficiency program, the customer demographics, the number of retrofits
22 and energy audits performed, the number of jobs created and employee
23 demographics, and the amount of energy and dollars saved as a result of
24 the program.

25 The authority shall also submit an annual report to the governor and
26 to the legislature which shall be made available to the public and shall
27 be subject to open hearings in the legislature. Such report shall
28 include the:

29 (A) Ten year climate and resiliency plan described in paragraph (a) of
30 this subdivision;

31 (B) Amount of energy produced by each facility;

32 (C) Energy transferred between facilities within the authority;

33 (D) Energy transferred outside of the authority for sale;

34 (E) Kilowatt-hour sales by project and by customer;

35 (F) Revenues and costs for each project facility;

36 (G) Accumulated provision for depreciation of each project facility;

37 (H) Financial and operating information of the energy efficiency
38 program; and

39 (I) Enrollment in and effectiveness of renewable energy auto-enroll-
40 ment, retrofit, and energy efficient appliance programs.

41 32. Notwithstanding any other provision of law, to be the sole provid-
42 er of electricity and power to all state and municipal owned, leased,
43 controlled, or operated properties that use electricity, including but
44 not limited to all buildings and transportation-related properties such
45 as trains, subways and subway stations, vessels, electrified buses and
46 vehicles, and public or private electric vehicle charging stations.

47 33. (a) To sell or provide renewable energy to end-use customers and
48 CCA communities using the transmission or distribution system of any
49 utility with consolidated billing.

50 (b) Any excess renewable energy produced by the authority and not used
51 or stored by state or municipal owned or leased properties shall be sold
52 directly to end-use customers or CCA's, wholesale, using the trans-
53 mission or distribution system of utilities. This excess energy shall be
54 sold on an opt-out basis, with automatic enrollment prioritizing low-in-
55 come customers and environmental justice communities.

(i) There shall be no electricity rate increase for the first three years following the effective date of this subdivision. After the first three years following the effective date of this subdivision, a progressive rate structure based on income and level of energy shall be developed in consultation with the authority and communities via the New York state energy research and development authority's community energy hubs.

(ii) The authority shall discourage the shut off of any residential customer's energy for non-payment and shall discourage the charge of punitive late fees by collaborating with distribution companies. The authority shall work with the low income home energy assistance program to assist low-income customers with payment plans and to develop an emergency fund to cover instances of non-payment. Notwithstanding any other provision to the contrary, the authority may impose penalties for large energy users and may incentivize energy conservation with rebates and discounts on energy efficient products, to be determined by the authority's board in consultation with the New York state energy research and development authority.

34. (a) There shall be ten "New York state energy research and development authority community energy hubs", hereinafter community energy hubs, developed and distributed evenly throughout the state. The location and staffing level of the community energy hubs shall be determined by the New York state energy research and development authority in consultation with local communities and environmental and energy experts. The efforts of such community energy hubs shall be centrally coordinated by the authority and the New York state energy research and development authority.

(b) The purpose of the community energy hubs shall include, but not be limited to, the following:

(i) Assisting residents and businesses to adopt renewable energy and energy efficiency measures through outreach, education, enrollment, intake, referral and project management. Administering and enrolling customers into financial assistance, energy efficiency, and renewable energy programs of the authority and the New York state energy research and development authority.

(ii) Planning and using microgrids, battery storage, and decarbonization projects at the level of an individual customer meter or group of meters, where distributed energy resources might be shared locally across multiple customer meters in the same community. The community energy hubs shall also enable the authority to design, finance, procure, install, and own demand-side, behind the meter assets, sited at the customers' property or in the public right of way.

(iii) Coordinating the research needs of the New York state energy research and development authority and the authority in partnership with advocacy organizations, environmental justice organizations and universities to assist with scaling up renewable energy and efficiency technologies.

(iv) Ensuring that advocacy organizations and environmental justice organizations co-design energy programs, providing their knowledge of local communities and their insight into how energy programs have performed in their community, and receive the necessary financial and technical assistance to meaningfully participate in the co-design process.

(v) Identifying, soliciting, receiving feedback on and addressing concerns about proposals for locations for renewable energy projects in coordination with the department of state's office of renewable energy siting and local organizations that are accountable to the community,

1 utilizing the same co-design process outlined in subparagraph (iv) of
2 this paragraph to assess the energy needs of each community and how such
3 needs interact with the energy needs of the state as a whole.

4 (vi) Performing community outreach and education on energy and
5 climate-related initiatives, and/or supporting local community organiza-
6 tions to perform this outreach and education, including utility
7 proceedings and the power authority of the state of New York's renewable
8 energy enrollment program.

9 (vii) Addressing customer service issues and billing issues for
10 services provided by the New York state energy research and development
11 authority and the authority, including connecting low-income customers
12 with assistance programs such as the low income home energy assistance
13 program, and providing access to language translation services.

14 (c)(i) All community energy hubs shall hold at least one public meet-
15 ing on the new rate design before the new rate design is implemented.
16 Such hubs shall also hold quarterly public meetings where all stakehold-
17 ers, including employees and ratepayers, may provide suggestions for
18 improvements to the programs, investments, technologies, and renewable
19 energy projects of the New York state energy research and development
20 authority and the authority. New York state energy research and develop-
21 ment staff and at least one representative of the authority shall attend
22 such meetings and shall report key findings and recommendations to the
23 authority's board for consideration. All records of public meetings
24 shall be maintained as business records for a minimum of ten years.

25 (ii) Additional issue-based hearings may also be held at the request
26 of any stakeholder, when such stakeholder submits a request with at
27 least one hundred petition signatures. Every public meeting shall be
28 accessible via livestream and shall be held between the hours of 6:00 PM
29 and 9:00 PM. Each speaker shall have at least three minutes to speak,
30 and a remote option shall be provided for submitting comments via video
31 conference, phone, and/or written comment, which shall be read aloud.
32 Provisions for childcare, translation services, American sign language
33 interpretation, closed captioning, and access to accommodations provided
34 by the Americans with Disabilities Act shall be provided upon request.
35 All records of issue-based hearings shall be maintained as business
36 records for a minimum of ten years.

37 (d) The community energy hubs shall be funded through a combination of
38 bonds and revenue from the authority, a portion of rates from the top
39 five-percent earning commercial and industrial customers or any other
40 source of state revenue that is demonstrated to have no impact on low-
41 to-moderate-income New Yorkers. All new renewable projects shall be
42 financed via the following methods: state and municipal bond issuances,
43 available funds from the New York state energy research and development
44 authority and the authority, public banks and participatory budgeting
45 efforts, and/or progressive electric rates.

46 (e) The authority and the New York state energy research and develop-
47 ment authority shall have the power to administer and finance programs
48 for the development, design, installation and provision of financial
49 assistance, with respect to the replacement of refrigerators, dishwash-
50 ers and other appliances with more energy efficient appliances, or the
51 replacement of gas stoves and water heaters with electric or induction
52 appliances, provided that no costs associated with such financial
53 assistance shall be charged to the authority's customers. Financial
54 assistance shall be repaid to the authority, over a period not to exceed
55 ten years, based on projected savings in energy costs and related costs
56 which accrue to the owner as a result of installing such measures.

1 35. (a) All employees who become unemployed as a result of this subdivi-
2 vision, subdivisions twenty-eight, twenty-nine, thirty, thirty-one,
3 thirty-two, thirty-three, or thirty-four of this section, or as a result
4 of the transition to renewables and implementation of the climate lead-
5 ership and community protection act, including but not limited to nucle-
6 ar, fossil fuel, and ESCO employees, shall be provided with free
7 retraining options to transition to another role, the opportunity to
8 retire early where deemed appropriate by the community energy hubs in
9 consultation with labor unions and employees, or the option for disad-
10 vantaged employees to participate in a paid direct access and training
11 program.

12 (b) There shall be a hiring hall developed within the community energy
13 hubs for the express purpose of hiring and retraining employees for
14 green jobs. Retraining programs may prepare employees to transition to
15 fields including, but not limited to, jobs installing and/or maintaining
16 renewable energy infrastructure, green roofs and green walls, renewable
17 heat pumps, bioswales, restoring wetlands, regenerative agriculture,
18 remediating lead and mold, performing retrofits, providing customer
19 service for the community energy hubs and the authority, and other green
20 jobs which would allow New York to comply with climate laws including
21 the climate mobilization act and the climate leadership and community
22 protection act.

23 (c) Such hiring halls shall also create a community jobs pipeline
24 strategy of engaging low-income communities of color and disconnected
25 employees in the struggle to create an equitable community-controlled
26 green economy. Such hiring halls shall: (i) act as employer of record
27 and recruit, screen and hire employees; (ii) mediate disputes between
28 employees and employers as needed; (iii) administer timesheets, payroll,
29 general liability and worker's compensation insurance as needed; (iv)
30 coordinate free training in both general and specialized credentials;
31 and (v) provide wraparound support for employees, including transporta-
32 tion costs and financial literacy.

33 (d) All new renewable projects owned and operated by the authority and
34 energy efficiency programs owned and operated by the authority shall pay
35 a prevailing wage and shall be subject to project labor agreements.
36 There shall be no emergency strike funds, nor shall there be ratepayer
37 funded management contract negotiation funds; the authority shall at a
38 minimum remain neutral to unionization efforts.

39 36. (a) A labor advisory board shall be established to determine safe-
40 ty and training standards, disaster response measures, guaranteed hours,
41 staffing levels, retraining programs and other labor issues in consulta-
42 tion with the authority's board.

43 (b) The advisory board shall consist of seven members to be elected by
44 all current rank-and-file authority employees and rank-and-file employ-
45 ees of community energy hubs and resulting green job programs, not
46 including any outside private contractors. Members shall serve for a
47 term of two years and may serve until their successors are elected. The
48 members of the board shall receive no compensation for their services
49 but shall be allowed their actual and necessary expenses incurred in the
50 performance of their duties as board members.

51 (c) Any labor required to build, design, operate and maintain the
52 authority's renewable energy projects will be performed by authority
53 employees. All employees, regardless of their union, will be cross-
54 trained and perform both new construction and maintenance work.

55 § 3. Section 349-d of the general business law is REPEALED.

§ 4. Paragraph (a) of subdivision 27 of section 1005 of the public authorities law, as added by section 2 of part LL of chapter 58 of the laws of 2019, is amended to read as follows:

(a) Notwithstanding any other provision of this title, as deemed feasible and advisable by the trustees, the authority is authorized to undertake the following actions when it deems it necessary or desirable to address the energy-related needs of any (i) authority customer, (ii) public entity, or (iii) CCA community:

(1) (A) supply power and energy procured from competitive market sources to any (i) authority customer, (ii) public entity, or (iii) CCA community through the supply of such products through an ~~[energy services company or other]~~ entity that is authorized by the public service commission to procure and sell energy products to participants of a CCA program~~[, provided, however, that the authority shall not supply at any point more than a total of four hundred megawatts of power and energy to authority customers and public entities pursuant to the authority of this clause];~~

(B) supply renewable power~~[, or energy[, or related credits or attributes procured through a competitive process, from competitive market sources, or through negotiation when a competitive procurement is not reasonably feasible and such products can be procured on reasonably competitive terms]~~ to (i) any authority customer, (ii) any public entity, or (iii) any CCA community ~~[through the supply of such products through an energy services company or other entity that is authorized by the public service commission to procure and sell energy products to participants of a CCA program; and];~~

(2) (A) alone or jointly with one or more other entities, finance the development of renewable energy generating projects that are located in the state, including its territorial waters, and/or on property or in waters under the jurisdiction or regulatory authority of the United States, (B) purchase power, energy or related credits or attributes produced from such renewable energy generating projects, and (C) allocate and sell any such products to (i) any authority customer, (ii) any public entity, and (iii) any CCA community through ~~[an]~~ a not-for-profit energy services company or other entity that is authorized by the public service commission to procure and sell energy products to participants of a CCA program~~[, provided that the authority shall not, pursuant to the authority in this subparagraph, finance more than six renewable energy generation projects and have a per-project electric generating capacity in excess of twenty five megawatts.]; and~~

(3) (A) provide proof that the applicant is a tax exempt non-profit organization described in section 501(c) of the internal revenue code, (B) a corporation established by the state of New York that is wholly owned by a state, county or municipal entity within the state of New York, (C) a public authority established by the state of New York, or (D) an ESCO registered as a tax exempt non-profit organization described in section 501(c) of the internal revenue code, a corporation wholly owned by a federal, state or municipal government, or a public authority established and controlled by a federal, state or municipal government.

§ 5. Subdivision 5 of section 44 of the public service law, as added by chapter 359 of the laws of 2009, is amended to read as follows:

5. At least once a year, every utility corporation, not-for-profit energy services company or municipality shall provide its customers with a notice that billing statements are available in large print format. Upon written request by a customer, a utility corporation, not-for-profit energy services company or municipality shall provide the customer's

1 billing statements in the large print format commencing no later than
2 sixty days after the date upon which the request is received by the
3 utility corporation, not-for-profit energy services company or munici-
4 pality. The provisions of this subdivision shall apply only to printed
5 statements. For the purposes of this section, "large print" shall mean a
6 printed font size of sixteen or greater to illuminate billing informa-
7 tion. For the purposes of this section, "not-for-profit energy services
8 company" or "non-for-profit ESCO" shall mean ~~an~~ a not-for-profit enti-
9 ty eligible to sell energy services to end-use customers using the tran-
10 smission or distribution system of a utility corporation.

11 § 6. Nothing in this act is intended to limit, impair, or affect the
12 legal authority of the power authority of the state of New York under
13 any other provision of title 1 of article 5 of the public authorities
14 law.

15 § 7. This act shall take effect immediately; provided that the amend-
16 ments to subdivision 27 of section 1005 of the public authorities law
17 made by section four of this act shall not affect the repeal of such
18 subdivision and shall be deemed repealed therewith.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2022

RESOLUTION REGARDING THE PROPOSED BUILD PUBLIC RENEWABLES ACT

WHEREAS, the New York State Senate and Assembly are now considering adopting into law the Build Public Renewables Act (A1466A/S6453), requiring the New York power authority to provide only renewable energy and power to customers and requiring such authority to be the sole provider of energy to all state owned and municipal properties; and

WHEREAS, New York State passed in 2019 the Climate Leadership and Community Protection Act (CLCPA), committing our state to a rapid decarbonization of our economy and ensuring that we invest in frontline communities most impacted by pollution and climate change — specifically that the State generate 70% of electricity from renewable sources by 2030, 100% carbon-free electricity by 2040, and net zero carbon emissions economy-wide by 2050; and

WHEREAS, only about 5% of electricity in New York State is currently generated by wind and solar; and

WHEREAS, the Build Public Renewables Act requires all NYPA projects to include: prevailing wage, project labor agreements, neutrality to unionization, and priority to existing hiring halls and apprenticeship programs; and

WHEREAS, tens of thousands of green union jobs are anticipated to come to the state, including the Hudson Valley, through the passing of the Act; and

WHEREAS, the Act will add as much as \$93 billion to the state's economy without raising taxes, as NYPA is funded by issuing its own bonds, which are highly-rated by all three major rating agencies; and

WHEREAS, State Senator James Skoufis, the immediate future representative of the City of Beacon in the New York State Senate, has already signed onto the bill as co-sponsor; and

WHEREAS, State Assemblymember Jonathan Jacobson, representing the City of Beacon, has already signed onto the bill as co-sponsor; and

WHEREAS, the City of Beacon, as one of only eight Silver Certified Climate Smart Communities in the State, is a leader in the adoption and support of Climate Smart policies and sets an example for other municipalities across the state; and

WHEREAS, the City of Beacon has itself already implemented aligned efforts towards the State's CLCPA goals, such as constructing a municipal solar array and adopting a Community Choice Aggregate program to deliver renewable energy to utility customers in the City of Beacon; and

WHEREAS, the City of Beacon recognizes that Climate Change is a man-made phenomenon and represents an existential threat to our community and our world; and

WHEREAS, the 52nd annual celebration of Earth Day lands on April the 22nd, wherein the year's theme is "Invest in our Planet," and therefore represents a timely opportunity to recommit the City of Beacon to its Climate priorities and to our responsibilities as global citizens;

NOW THEREFORE, BE IT RESOLVED, that the City Council/Town Board of the Municipality, supports the passage of the Build Public Renewables Act (A1466A/S6453) by the State Legislature and signage into law by Governor Hochul; and

BE IT FURTHER RESOLVED, that the City Council/Town board of the Municipality urges Governor Hochul and the Siting Board convened under Article 10 of the State Public Service Law to consider the concerns and position stated herein when considering the proposed legislation; and

BE IT FURTHER RESOLVED, that the City Council/Town Board of the Municipality urges Governor Hochul and New York State to focus additional economic development resources into the Hudson Valley to provide prevailing wage jobs for the construction and operation of clean power generation, brownfield clean-up, or other appropriate economic development projects in the Hudson Valley; and

BE IT FURTHER RESOLVED, that the City/Town Clerk of the Municipality is directed to submit this statement to the Siting Board and to send a copy of this resolution to Governor Kathy Hochul.

Resolution No. ____ of 2022			Date: _____				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/11/2022

Title:

Appointing Richard Figueroa to the Position of Heavy Motor Equipment Operator

ATTACHMENTS

[Superintendent of Streets Memorandum for the Promotion of Richard Figueroa](#)

Memorandum
Highway Department



To: Christopher White
City of Beacon City Council

From: Michael Manzi

Re: HMEO Promotion

Date: April 5, 2022

At this time, I would like to promote Richard Figueroa to title of Heavy Motor Equipment Operator.

Richard has been employed by the City since December 2020, at which time he already had previous machine operation, blacktop, drainage, and supervisory experience. I have personally observed and can attest to Richard's machine operating skills. He has proven that he is qualified and more than capable of handling all tasks associated with the title of Heavy Motor Equipment Operator.

This position is budgeted and had been posted in all City Departments. Thank you for your consideration.

Sincerely,

Michael Manzi
City of Beacon
Superintendent of Streets

City of Beacon City Council Agenda
04/11/2022

Title:

Appointing Kate Stryker to the Tree Advisory Committee

ATTACHMENTS

[Kate Stryker Resume](#)

[Kate Stryker Tree Advisory Committee Application](#)

Kate Stryker

Urban Planner

Contact



Competencies & Skills

Written & Verbal Communication
ArcGIS
Microsoft Excel
Microsoft Word
Adobe Suite
Sketch Up
Photography and Video

Professional Summary

Focused on environmental sustainability and equitable community development. Proficiencies include research, data management and analysis, geographic analysis, writing, graphic communications, presentations, community engagement, and project management.

Planning Experience

2019 to Present

Senior Research Planner • Hudson Valley Pattern for Progress

Major Projects

- City of Poughkeepsie Housing Needs Assessment 2021
- Ulster County Housing Action Plan 2021
- Village of Ellenville Strategic Plan 2020
- Proposed New Housing Policy: Analysis and Recommendations for the City of New Rochelle 2020
- Garnerville Arts & Industrial Center Strategic Plan 2019
- Models of Farmworker Housing 2019
- Strategic Community & Economic Development Plan, City of Kingston

Responsibilities

Data research and analysis | Policy analysis and development | Community and economic strategic planning | GIS mapping and analytics | Conducting community engagement sessions | Writing | Project management | Facilitation of professional development

2019

Planning Intern • Scenic Hudson

Contributed to the development of a neighborhood open space assessment tool | GIS mapping and analysis of neighborhoods

2018-2019

NYC Community Planning Fellow • Manhattan Community Board 4

Survey & map of health services | Developed policy recommendations based on findings | Presentations to Community Board 4

2017 to 2018

Planning Intern • City of Newburgh

Historic building inventory | Developed Newburgh “economic snapshot” | Analysis of vacant property data | Code enforcement data analysis | Managed AARP Complete Streets grant

2019

Scholarship Recipient • Regional Plan Towards a Circular Economy

Collaborated with other researchers on an interdisciplinary study in Hungary | On-site studies and assessment of socio-cultural systems and economy | Formulated interventions toward bio-regional revitalization and resiliency

Education

2016 to 2019

Masters of Urban Planning • Hunter College • College of Urban Planning and Policy

Coursework Highlights: Planning Studio | Sustainable Waterfront Planning | GIS | Structure of the Urban Region | Data Analysis | Site Planning

2008 to 2010

MA Science Education • New York University • Steinhardt School of Education

Scholarship New York City Partnership for Excellence | New York State Science Education Certification

2006 to 2008

Post Baccalaureate Studies in Biology • University of Texas, Austin • College of Natural Sciences

2004

BA/BFA • University of New Mexico • Albuquerque

Contact

[REDACTED]
[REDACTED]
[REDACTED]

References

Available upon request

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name	Kate Stryker
Address	
Phone Number	
Alternate Phone	
Email Address	
Committee You are Interested In	☐ Board of Assessment Review ☐ Board of Ethics ☐ Conservation Advisory Committee ☐ Emergency Management Committee ☐ Human Relations Commission ☐ Planning Board ☐ Recreation Committee ☐ Traffic Safety Committee ☐ Zoning Board of Appeals ☐ Any of the above ☒ Other Tree Advisory Committee
Available number of Hours per week (for Committee work)	1-2
Occupation	Urban and Regional Planner
Employer	Hudson Valley Pattern for Progress
Work Address	
Work Phone	

Education

- ☐ Some High School
- ☐ High School Diploma
- ☐ Some College
- ☐ Associates Degree
- ☐ Bachelor's Degree
- ☒ Master's Degree
- ☐ Doctorate Degree

Interest & Skills

research, data management and analysis, geographic analysis, writing, graphic communications, presentations, community engagement, ;

**Areas of Expertise
(business & civic)**

urban planning, housing, strategic planning

Reference

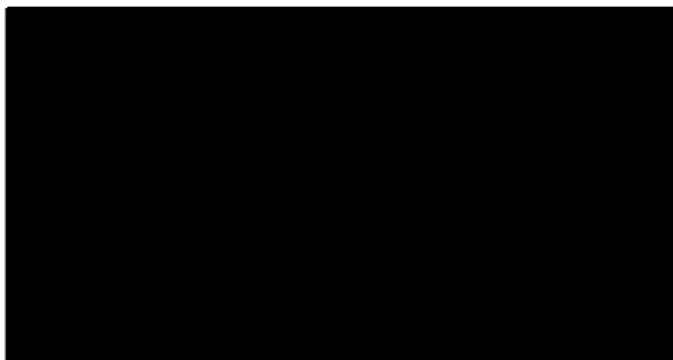
Reference Name

Address

Phone

Email Address

Relationship



Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: _____

Date: _____

City of Beacon City Council Agenda
04/11/2022

Title:

Authorizing the City Administrator to Execute an Agreement with Architecture, Engineering, and Land Surveying Northeast, PLLC for Development of a Lake Management Plan for the City of Beacon Drinking Water Reservoirs

ATTACHMENTS

[Cedarwood Engineering Services, PLLC Contract Cancellation Letter](#)

[Contract and Scope of Work for Development of a Lake Management Plan for the City of Beacon Drinking Water Reservoirs](#)



March 17, 2022

Ed Balicki
Superintendent, Department of Water and Wastewater
City of Beacon
470 Liberty Street
Beacon, NY 12508
via email: info@townofsantaclara.com

**Re: City of Beacon Reservoirs Lake Management Plans
Cancellation of Contract**

Dear Ed:

Cedarwood Engineering Services, PLLC hereby withdraws and cancels the contract agreement with the City of Beacon for the Development of Lake Management Plan for the Beacon Drinking Water Reservoirs. No time has been expended on this project and therefore there will be no charges associated with this contract.

Sincerely,
CEDARWOOD ENGINEERING SERVICES, PLLC

A handwritten signature in dark ink, appearing to read 'J. Soukup', is written over a light blue horizontal line.

Jonathan Soukup, P.E., Principal

ec: Christopher White, City Administrator



**AGREEMENT
BETWEEN
THE CITY OF BEACON
AND
ARCHITECTURE, ENGINEERING AND LAND SURVEYING NORTHEAST, PLLC
DEVELOPMENT OF A LAKE MANAGEMENT PLAN FOR THE BEACON
DRINKING WATER RESERVOIRS: CARGILL RESERVOIR, MELZINGAH
RESERVOIR, AND MOUNT BEACON RESERVOIR
CITY OF BEACON, DUTCHESS COUNTY, NY
AES Project Number 5072**

THIS IS AN AGREEMENT made effective _____, between the CITY OF BEACON, located at 1 Municipal Plaza, Beacon, NY 12508 (CITY), and **ARCHITECTURE, ENGINEERING AND LAND SURVEYING NORTHEAST, PLLC**, located at 12 City Hall Place, Plattsburgh NY 12901 (AES Northeast).

CITY intends to enlist the professional services of AES Northeast to provide engineering services for the Development of a Lake Management Plan for the Beacon Drinking Water Reservoirs: Cargill Reservoir, Melzingah Reservoir, and Mount Beacon Reservoir as specified in the Scope of Professional Services and Deliverables below.

CITY and AES Northeast, in consideration of their mutual covenants, herein agree in respect of the performance or furnishing of professional engineering services by AES Northeast with respect to the Project and the payment for those services by CITY as set forth below. Execution of this Agreement by AES Northeast and CITY constitutes CITY's written authorization to AES Northeast to proceed on the date first above written with the services detailed in the Scope of Professional Services and Deliverables.

GENERAL

With this Engineering agreement, CITY is retaining AES Northeast to provide the tasks described in the Scope of Professional Services for the Development of a Lake Management Plan (LMP) for the Beacon Drinking Water Reservoirs: Cargill Reservoir, Melzingah Reservoir, and Mount Beacon Reservoir.

www.aesnortheast.com
aes_info@aesnortheast.com

P. (518) 561-1598 / (802) 655-0145 / F. (518) 561-1990

New York Headquarters: 10-12 City Hall Place / Plattsburgh, NY 12901
New York Branch: 4549 Route 9 / Plattsburgh, NY 12901
Vermont Branch: 147 Allen Brook Lane, Suite 103 / Williston, VT 05495

SCOPE OF PROFESSIONAL SERVICES AND DELIVERABLES

The following Scope of Work details the tasks that will be accomplished by AES Northeast in the development of a LMP for the City of Beacon Reservoirs. The project's objectives are to:

1. Assess the Current Conditions in the Reservoirs (Tasks 1-4)
2. Identify Water Quality Issues/Establish Management Goals (Task 5)
3. Evaluate Management Alternatives (Task 6)
4. Create the Lake Management Plan (Tasks 7-8)

The project's goal is to protect the water supply by minimizing algae blooms within the reservoirs.

Kick-off Meeting with City

AES Northeast will meet with representatives of the City of Beacon and Department of Water and Wastewater (Department) at the start of the project, prior to initiating any field work or analyses, to obtain existing information and ensure that we fully understand the goals and objectives of this project. AES Northeast will communicate at least monthly with the project contact(s) to provide updates on project status throughout the life of this project. Depending upon the amount of information to be conveyed and/or discussed, these communications will take the form of emails, conference calls or face-to-face meetings in Beacon, NY.

Task 1: Background Information and Watershed Analyses

AES Northeast will examine all available historical water quality data that exists for the reservoirs provided by the City, Department, NYS DEC and other sources. This process will include a review of any past management activities that have taken place in the reservoirs as well as any available history on past algal blooms. Historical weather data will be obtained and used to examine any impact that climatic conditions have on water quality within the reservoirs. AES Northeast will identify any data gaps and make recommendations for additional monitoring and assessments to fill in those data gaps. These data will be summarized in graphical and tabular form.

AES Northeast will use GIS to prepare an analysis of watershed conditions, including land use and land cover, soils, topography, hydrology and other conditions that are relevant to the development of the management plan. This information will be summarized using maps and tables as appropriate.

AES Northeast will familiarize itself with the water supply system currently in use by the City of Beacon, including sources, transmission and treatment. This information will be useful when evaluating management objectives and assessing the feasibility of management alternatives.

Task 2: Water Quality Monitoring

AES Northeast understands that there is little direct water quality data available for the City's reservoirs. This information is critical for assessing reservoir health and developing the management plan. Therefore, AES Northeast will sample the reservoirs near their deepest point once per month from May through October during 2022 (see Figure 1 for sample locations). On each sample date and for each of the three reservoirs, AES Northeast will measure Secchi transparency, dissolved oxygen and temperature profiles, and collect samples in the upper and lower waters for the analysis of total phosphorus, soluble reactive phosphorus, total nitrogen, nitrate/nitrite nitrogen, ammonia, pH, alkalinity, chlorophyll-*a* (upper waters only) and specific conductivity. AES Northeast will collect samples on each sample date from each reservoir for the enumeration of phytoplankton (algae), which will be identified and counted.

On each sample date, AES Northeast will also collect samples from the tributaries to the reservoirs (Figure 1). Two streams come together to form one inlet at the northeast end of Mezingah Reservoir. AES Northeast will sample this stream. A smaller intermittent stream enters on the south side that will not be sampled since its drainage area is so small and flow is unlikely to be significant throughout the monitoring season. In Cargill Reservoir, two small tributaries to the northwest drains undeveloped land, one of which is intermittent. The tributary to the southeast drains lands containing low density development. The two main inlets will be sampled. The intermittent stream will not be sampled since its drainage area is so small and flow is unlikely to be significant throughout the monitoring season. The tributary samples will be analyzed for the same parameters as the reservoirs, except chlorophyll-*a*. The Beacon Reservoir watershed does not have any tributaries therefore no samples will be collected.

These data will be used to assess the current trophic status of each reservoir, examine watershed inputs, to evaluate conditions that may inhibit or promote the growth of algae and cyanobacteria, and to determine the ecological "health" of the reservoirs as it relates to drinking water quality. These data will be summarized in graphical and tabular form.

If the City is unable to provide boats for the purpose of sampling the reservoirs, AES Northeast will use canoes or kayaks that have been carefully cleaned to ensure that no invasive species are transported into the reservoirs.

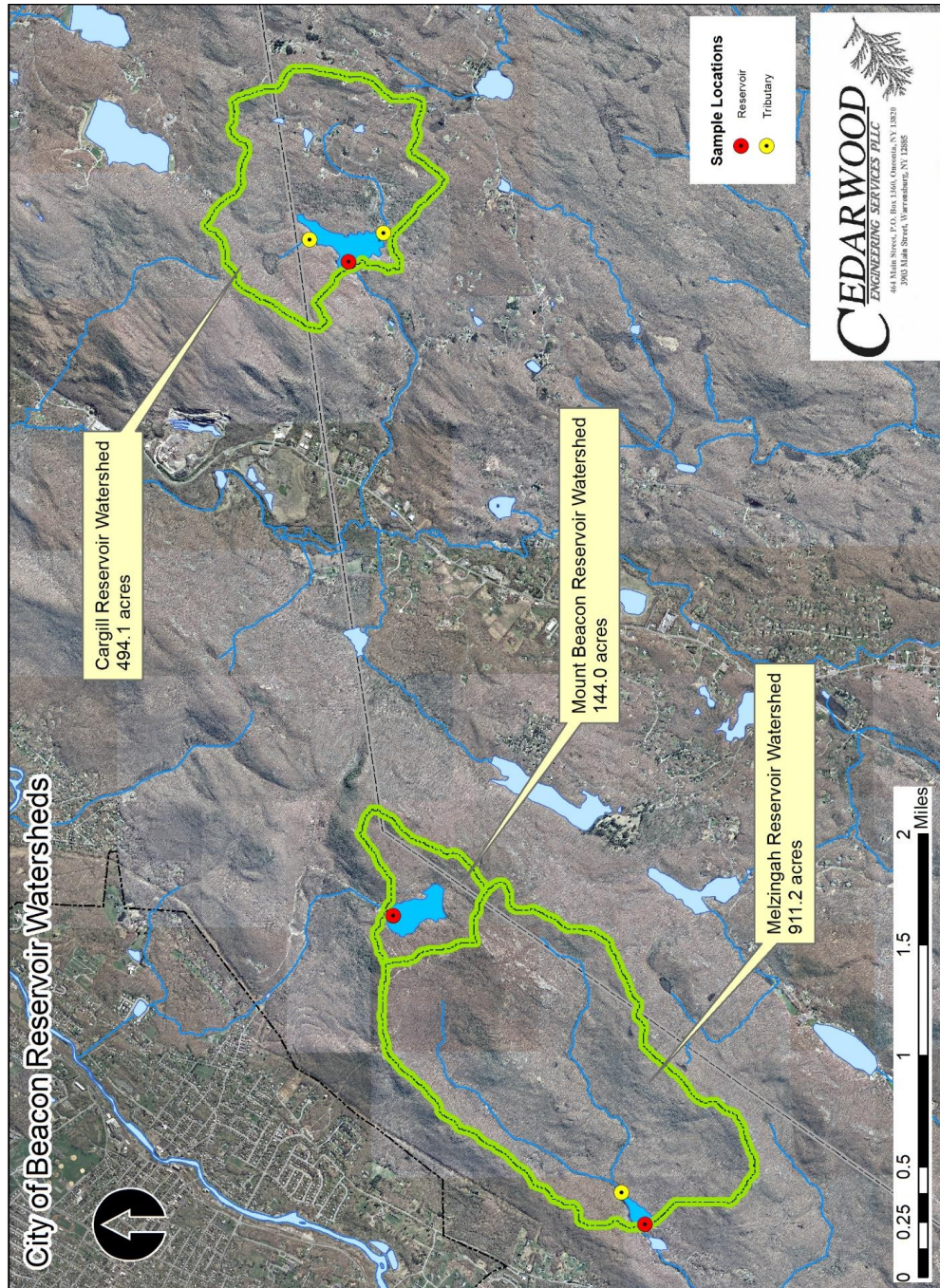


Figure 1 City of Beacon Reservoir Watersheds and Proposed Sampling Locations

Task 3: Bathymetric Analysis

The morphometric characteristics of a lake are important in assessing water quality health and developing a lake management plan. AES Northeast will use the existing bathymetric data provided by the City or Department. The bathymetric data will be imported into our GIS and used to calculate important morphometric characteristics of each reservoir including maximum depth, mean depth and lake volume. We will also create hypsographic curves to determine the volume of water at each depth of each reservoir. The morphometric characteristics will also be used to calculate flushing rates, turnover rates and phosphorus retention coefficients.

Task 4: Macrophyte Mapping

AES Northeast will conduct macrophyte (aquatic plant) mapping to determine aquatic plant abundance and distribution in each of the reservoirs. Macrophyte mapping will be conducted using a combination of visual observation and rake-toss method to quantify both the distribution and abundance of aquatic plant species within the lake. AES Northeast will use these data to create maps of plant distribution and abundance, both for all plant species and individual key species. AES Northeast will also create tables of aquatic plant species overall and relative abundances.

If the City is unable to provide boats for the purpose of mapping the reservoirs, AES Northeast will use canoes or kayaks that have been carefully cleaned to ensure that no invasive species are transported into the reservoirs.

Task 5: Identify Water Quality Issues & Establish Management Goals

AES Northeast will work closely with the City of Beacon and Department of Water and Wastewater and use the products of Task 1 through Task 4 to identify the key water quality issues that affect the City's reservoirs limnologically and ecologically. We will work with the City and Department, providing supporting analyses, to develop a prioritized list of issues that impact the reservoirs and the City's drinking water supply.

Task 6: Evaluate Management Alternatives

AES Northeast will conduct a feasibility analysis of available and appropriate management strategies for management of the City's reservoirs. The feasibility analysis will examine the cost and suitability for achieving the management goals of the City and Department. AES Northeast will present a cost-benefit analysis to the City, propose recommended management strategies and work closely with the City to establish suitable management goals for the reservoirs.

A review of management alternatives will include recommendations for future and ongoing



monitoring, addressing any water quality issues identified in Task 2 such as anoxic conditions in deeper areas of the reservoirs, and evaluate long-term and short-term techniques for managing nutrients and cyanobacteria blooms.

Task 7: Create the Lake Management Plan

Draft LMP

AES Northeast will prepare a Draft LMP for review and comment by the City. The LMP will detail the methodologies and present the results of all of the work conducted under this project. The LMP will define the current conditions of the reservoirs and provide recommendations for managing the reservoirs. Findings and recommendations will be presented separately for each reservoir within the LMP. AES Northeast will meet with the City/Department (Task 8) to present and discuss the report, its findings and recommendations.

Final LMP

AES Northeast will take into consideration the comments of City and Department and any additional feedback from the meeting with the City to prepare the Final LMP. AES Northeast will deliver four (4) printed copies of the final LMP along with an electronic version on an USB flash drive to the City.

Task 8: Meetings & Reservoir Management

Meetings

AES Northeast will participate in up to three meetings (not including the kick-off meeting) with representatives of the City of Beacon and the Department of Water and Wastewater in order to present preliminary findings and involve the stakeholders in the decision-making process. These meetings will tentatively be held to establish management goals, discuss the feasibility of management options and present the draft Lake Management Plan. The first two meetings will take place to coincide with field work. The third meeting, to present the draft report, will be a separately scheduled since all field work will have been complete by that time.

Cyanobacteria Bloom Rapid Response Plan

AES Northeast will work with the Department to create a rapid response plan that can be used should cyanobacteria blooms occur in the lake and threaten the drinking water supply for the City. AES Northeast will also be available on-call should blooms occur to identify the bloom-causing organism and help with the decision to treat or not treat the reservoir(s).

www.aesnortheast.com
aes_info@aesnortheast.com

P. (518) 561-1598 / (802) 655-0145 / F. (518) 561-1990

New York Headquarters: 10-12 City Hall Place / Plattsburgh, NY 12901
New York Branch: 4549 Route 9 / Plattsburgh, NY 12901
Vermont Branch: 147 Allen Brook Lane, Suite 103 / Williston, VT 05495

PROJECT SCHEDULE

AES Northeast will commence the project upon completion of an executed contract. The kickoff meeting will take place between January and March of 2022. Background information and watershed analysis will commence immediately and continue through October 2022. The field work is planned to take place between May and October 2022, with a draft report in January 2023. The final report will be completed by March 2023.

SUMMARY OF COSTS

AES Northeast will perform the described services for the FIXED FEES provided below. These fees include all sample collection, laboratory analysis and report preparation.

Beacon Reservoir LMP Budget	
Task Description	Cost
Task 1 - Background Information & watershed analysis	\$2,990
Task 2 - Water Quality Monitoring	\$19,718
Task 3 - Bathymetric Analysis	\$690
Task 4 - Aquatic Plant Mapping	\$3,145
Task 5 - Establish Management Goals	\$1,840
Task 6 - Evaluate Management Alternatives	\$1,840
Task 7 - Prepare Management Plan	\$4,600
Task 8 – Meetings & Reservoir Management	\$2,530
Total	\$37,353

ADDITIONAL SERVICES

Additional services can be provided by AES Northeast if deemed necessary and approved by the CITY. Compensation for additional services can be negotiated as needed.

Services not indicated or included in the above-listed scope of services, or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at



the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

COMPENSATION

The CITY will pay AES Northeast fees in accordance with the project budget presented in the Scope of Work.

AES Northeast invoices will be submitted to the CITY on a monthly basis based on percent complete for each task. Payment shall be made to the AES Northeast within forty-five (45) calendar days of the date of the invoice. Checks shall be forwarded to AES Northeast at 12 City Hall Place, Plattsburgh NY 12901.

STANDARD CONTRACT TERMS AND CONDITIONS

The terms and conditions contained on the attached sheet apply to this contract.

LOCAL IN-KIND SERVICES

CITY agrees to provide or make available to AES Northeast the following local resources and services to assist in development of the LMP:

1. Access to reservoirs
2. All reservoir data that may be used in developing the management plan, including but not limited to, bathymetric data, past treatments and water quality data.
3. Drinking Water process information (system flow diagrams, flows, withdrawals, treatments)
4. Other information as may become known to exist that would assist in preparing the LMP

ATTACHMENTS

- AES Northeast 2022 Rate Schedule
- Standard Terms and Conditions
- AES Northeast W-9



ENDORSEMENTS

The following signatures establish the foregoing:

(CITY)
CITY OF BEACON
DUTCHESS COUNTY, NY

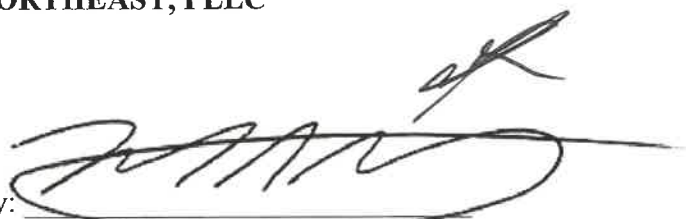
**ARCHITECTURE, ENGINEERING
AND LAND SURVEYING
NORTHEAST, PLLC**

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

By: 
(signature)

Print Name: Michael R. Martin

Title: Environmental Scientist/Project
Manager

Date: March 30, 2022

2022 Hourly Rates Fee Schedule*

Principal – Registered Architect	\$156.00	Land Surveyor – Office	\$107.00
Principal – Professional Engineer	\$156.00	Surveying Technician – Field/Travel	\$92.00
Principal - Land Surveyor	\$156.00	Surveying Technician – Office	\$87.00
Project Architect II	\$136.00	Survey Party Chief - PWR**	\$177.00
Project Architect I	\$124.00	Survey Instrument Person - PWR**	\$167.00
Program Manager	\$124.00	CADD Manager	\$68.00
Project Manager	\$104.00	GIS Specialist	\$93.00
Assistant Project Manager	\$81.00	Senior Construction Manager	\$126.00
Building Designer	\$102.00	Construction Manager II	\$102.00
Architectural Technician	\$70.00	Construction Manager I	\$87.00
Professional Engineer III	\$151.00	Resident Project Representative III	\$92.00
Professional Engineer II	\$135.00	Resident Project Representative II	\$87.00
Professional Engineer I	\$119.00	Resident Project Representative I	\$81.00
Intern Engineer II	\$102.00	Project Administrator III	\$78.00
Intern Engineer I	\$97.00	Project Administrator II	\$70.00
Engineering Technician II	\$95.00	Project Administrator I	\$65.00
Engineering Technician I	\$87.00	Information Technology Administrator	\$94.00
Grant Administrator	\$119.00	Administrative Assistant II	\$62.00
Land Surveyor – Field/Travel	\$112.00	Administrative Assistant I	\$55.00
Environmental Scientist	\$140.00		

2022 Reimbursable Expenses Fee Schedule*

Copies – black & white single sided 8.5" x 11"	\$0.22
Copies – black & white double sided 8.5"x11"	\$0.29
Copies – black & white single sided 11"x17"	\$0.29
Copies – color 8.5"x11"	\$2.20
Copies – color 11"x17"	\$5.50
Large document paper prints – black & white 12"x18"	\$2.20
Large document paper prints – black & white over 24"x36"	\$5.50
Large document paper prints– black & white 24"x36"	\$3.30
Large document paper prints – color 12"x18"	\$16.50
Large Document paper prints – color 24"x36"	\$22.00
Large Document paper prints – color over 24"x36"	\$28.60
Large Document mylar (film) prints	\$38.50
Scanning construction drawings – 1 to 10 sheets	\$16.50
Scanning construction drawings – 11 to 20 sheets	\$8.25
Scanning construction drawings – over 20 sheets	\$2.20
Provide construction drawings on digital media (USB/CDs)	\$27.50
Printing Supplies/Binders/envelopes etc. – cost plus	10%
Postage – cost plus	10%
Sub-consultants – cost plus	15%
Mileage	Per IRS 2022 rate

All rates are subject to change after 12/31/2022

** NYS Dept. of Labor requires the payment of "Prevailing Wage Rates" (union scale) to Survey personnel on Public Works Projects



ARCHITECTURE, ENGINEERING AND LAND SURVEYING NORTHEAST, PLLC STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.
3. **SAFETY.** ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.
4. **DELAYS.** If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.
5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.
6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.
7. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.
8. **CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction related services by persons other than ENGINEER.
9. **INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage. Client shall be listed as an additional insured on insurance certificates.
10. **HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.
11. **INDEMNITIES.** To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

- 12. LIMITATIONS OF LIABILITY.** ~~No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or [alternative, in effect if strike through not in place shall be limited in the aggregate to the amount of ENGINEER'S insurance or If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.~~
- 13. ACCESS.** CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.
- 14. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.
- 15. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 16. ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 17. STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 18. DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.
- 19. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 20. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.
- 21. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 22. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 23. COMPENSATION.** ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice.
- 24. ADDITIONAL SERVICES.** Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT prior to the execution of the additional tasks. Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Architecture, Engineering, and Land Surveying Northeast, PLLC

2 Business name/disregarded entity name, if different from above
AES Northeast

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12 City Hall Place

6 City, state, and ZIP code
Plattsburgh, NY 12901

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

1	4	-	1	8	1	1	7	1	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Scott B. Allen* Date ► Jan. 10, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

City of Beacon City Council Agenda
04/11/2022

Title:

Preliminary Discussion Regarding Civic Participation Goals/Participatory Budgeting Process

ATTACHMENTS

City of Beacon City Council Agenda
04/11/2022

Title:

Executive Session

ATTACHMENTS