



CITY OF BEACON, NEW YORK
VIRTUAL MEETING

Mayor Lee Kyriacou
Councilmember Amber J. Grant, At Large
Councilmember George Mansfield, At Large
Councilmember Terry Nelson, Ward 1
Councilmember Air Rhodes, Ward 2
Councilmember Jodi M. McCredo, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**April 19, 2021
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

[Notice of Change in Meeting Location April 19, 2021](#)

Public Hearings:

1. [Public Hearing to Receive Comment on a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Vehicles and Traffic](#)

Reports: Mayor and City Council

1. [Mayoral Proclamation Regarding Arbor Day 2021](#)
2. [Main Street Access Advisory Committee Mayoral Appointments](#)

Local Laws and Resolutions:

1. [Resolution Approving the Appointment of Cristopher Benjamin Peguero as a City of Beacon Police Officer](#)
2. [Resolution Approving the Appointment of Jennifer Loucks to the Position of Account Clerk Typist](#)
3. [Resolution Authorizing the Appointment of Stephen Bechtold to the Position of Head Automotive Mechanic](#)
4. [Resolution Approving the Appointment of Carolyn Bennet Glauda to the Parking and Traffic Safety Committee](#)
5. [Resolution Approving the Appointment of Ceasar Gonzalez to the Board of Ethics](#)
6. [Resolution Setting a Public Hearing for May 3, 2021 to Receive Comment on a Proposal to Change the Name of the Commission on Human Relations to the Commission on Human](#)

Rights

7. Resolution Establishing Renewable Electricity Policy
8. Resolution Authorizing the City Administrator to Sign a Community Distribution Generation Agreement with ELP Myer Solar, LLC
9. Resolution Authorizing Acceptance of Sewer Pump Station Easement Agreement with the Metropolitan Transportation Authority
10. Resolution Authorizing Bid Award to New England Waste Services of ME, dba Casella Organics for Removal of Sludge Cake from Wastewater Treatment Facility

New Business

Discussion of Proposed Outdoor Event

Approval of Minutes

City Council Meeting Minutes April 5, 2021

2nd Opportunity for Public Comments:

Adjournment:

City of Beacon City Council Agenda
04/19/2021

Title:

Notice of Change in Meeting Location April 19, 2021

ATTACHMENTS

[Notice of Change in Meeting Location April 19, 2021](#)



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the City Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the videoconference meeting and comment during regular City Council meetings (i.e for public hearings and during designated public comment periods) at

<https://us02web.zoom.us/j/82813722304?pwd=Ykp2TEVTcVJGV21qd2JVdGhpeWo5dz09>

Webinar ID: 828 1372 2304 Passcode: 363284. To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 828 1372 2304 Passcode: 363284. The City Council's agenda is available online in advance of meetings at <https://www.beaconny.gov/index.php/agendas-minutes/>. The public can email written comments or questions for regular City Council Meetings by 5pm on the day of the meeting addressed to cityofbeacon@beaconny.gov. Any member of the public who has questions should contact the City Administrator in advance of the meeting at 845 838 5010 or cwhite@beaconny.gov.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the Council will be initiated with the Council first convening on the public videoconferencing site, and then adopting a motion to go into Executive Session.

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of April 19, 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
04/19/2021

Title:

Public Hearing to Receive Comment on a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Vehicles and Traffic

ATTACHMENTS

Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Vehicles and Traffic

Memorandum from the Parking and Traffic Safety Committee to the City Council

Visual Presentation of Proposed Traffic Safety Local Law

CITY COUNCIL
CITY OF BEACON

LOCAL LAW TO AMEND CHAPTER 211 OF THE CODE OF THE CITY
OF BEACON

A LOCAL LAW to amend Chapter 211 of the Code of the City of Beacon concerning one-way streets, prohibited turns, stops signs, parking and one-way streets.

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

Section 1. Chapter 211, Article II, Section 7, Subsection B of the Code of the City of Beacon is hereby amended designate a portion of Spring Street as a one-way street as follows:

§ 211-7 One-Way Streets.

...

B. Schedule IV: One-Way Streets. In accordance with the provisions of Subsection A, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

Name of Street	Direction of Travel	Limits
<u>Spring Street</u>	<u>Northwest</u>	<u>From East Street to Washington Avenue</u>

Section 2. Chapter 211, Article II, Section 9.1, Subsection B of the Code of the City of Beacon is hereby amended to prohibit drivers from turning left from Goodrich Street onto Howland Avenue as follows:

§ 211-9.1. Parking, stopping and standing prohibited at all times.

...

B. Schedule VIA: Prohibited Turns. In accordance with the provisions of Subsection A, no person shall make a turn in the direction indicated at any of the following locations:

Name of Street	Direction of Travel	Prohibited Turn	Prohibited Turn Onto
<u>Goodrich Street</u>	<u>Southwest</u>	<u>Left</u>	<u>Howland Avenue</u>

Section 3. Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon is hereby amended to install stop signs on Howland Avenue and Robinson Street as follows:

§ 211-10. Stop intersections.

...

B. Schedule VII: Stop intersections. In accordance with the provisions of Subsection A, described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At intersection of
<u>Howland Avenue</u>	<u>Both</u>	<u>Robinson Street</u>
<u>Robinson Street</u>	<u>Southeast</u>	<u>Howland Avenue</u>

Section 4. Chapter 211, Article III, Section 14.1, Subsection B of the Code of the City of Beacon is hereby amended to limit parking on Beacon Street, Goodrich Street, Robinson Street and Russel Avenue as follows:

§ 211-14.1. Parking, stopping or standing at intersections.

...

B. There shall be no parking here to corner in the following locations:

Name of Street	Side	Location
<u>Beacon Street</u>	<u>North</u>	<u>To a point 70 feet from the Wolcott Avenue intersection</u>
<u>Goodrich Street</u>	<u>Both</u>	<u>30 Feet from the intersection of Howland Avenue</u>
<u>Robinson Street</u>	<u>Both</u>	<u>30 Feet from the intersection of Howland Avenue</u>
Russel Avenue	~~Both~~ <u>West</u>	To a point 30 feet west of the East Main Street intersection

Russel Avenue

East

To a point 105 feet west of the East Main
Street intersection

Section 5. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to limit parking on Conklin Street as follows:

§ 211-15. Parking, stopping and standing prohibited at all times.

...

B. Schedule X: Parking, Stopping and Standing Prohibited at All Times. In accordance with the provisions of Subsection A, no person shall park, stop or stand at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
~~Conklin Street~~	~~North~~	~~Between Fishkill Avenue and Mead Avenue~~
<u>Conklin Street</u>	<u>South</u>	<u>Between Fishkill Avenue and Mead Avenue</u>

Section 6. Chapter 211, Article III, Section 17, Subsection B of the Code of the City of Beacon is hereby amended to limit parking on Conklin Street as follows:

§ 211-17. Time Limit Parking.

...

B. Schedule XII: Time Limit Parking. In accordance with the provisions of Subsection A, no person shall park a vehicle for longer than the time limit shown upon any of the following described streets or parts of streets:

Name of Street	Side	Time Limit; Hours / Days	Location
Conklin Street	~~South~~ <u>North</u>	2 hours	Between Fishkill Avenue and Mead Avenue

Section 7. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211 of the Code of the City of Beacon is otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

Section 8. 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 9. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 10. Effective date.

This chapter shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York.



CITY OF BEACON New York

TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

TO: Mayor Kyriacou and City Council

FROM: Matthew Dubetsky, Parking and Traffic Safety Committee Chair

RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic

DATE: April 1, 2021

The Parking and Traffic and Safety Committee (the “Committee”) reviewed a number of Traffic and Safety related issues and make the following recommendations to the City Council.

1. Washington Avenue: Install a Side Road Intersection sign, (MUTCD W2-2R, pictured below), with flashing lights above and below the sign, on Washington Avenue at 470 Washington Avenue approaching the intersection with Helen Court in order to warn motorists of the upcoming side road intersection.



2. Howland Avenue and Robinson Street: Install three stop signs at the intersection of Howland Avenue and Robinson Street along with “New” signs beneath the stop signs. Install Stop Sign Ahead signs (MUTCD W3-1, pictured below) on both the north and south side of the intersection on Howland Avenue.



CITY OF BEACON New York

TRAFFIC SAFETY COMMITTEE

845-838-5010



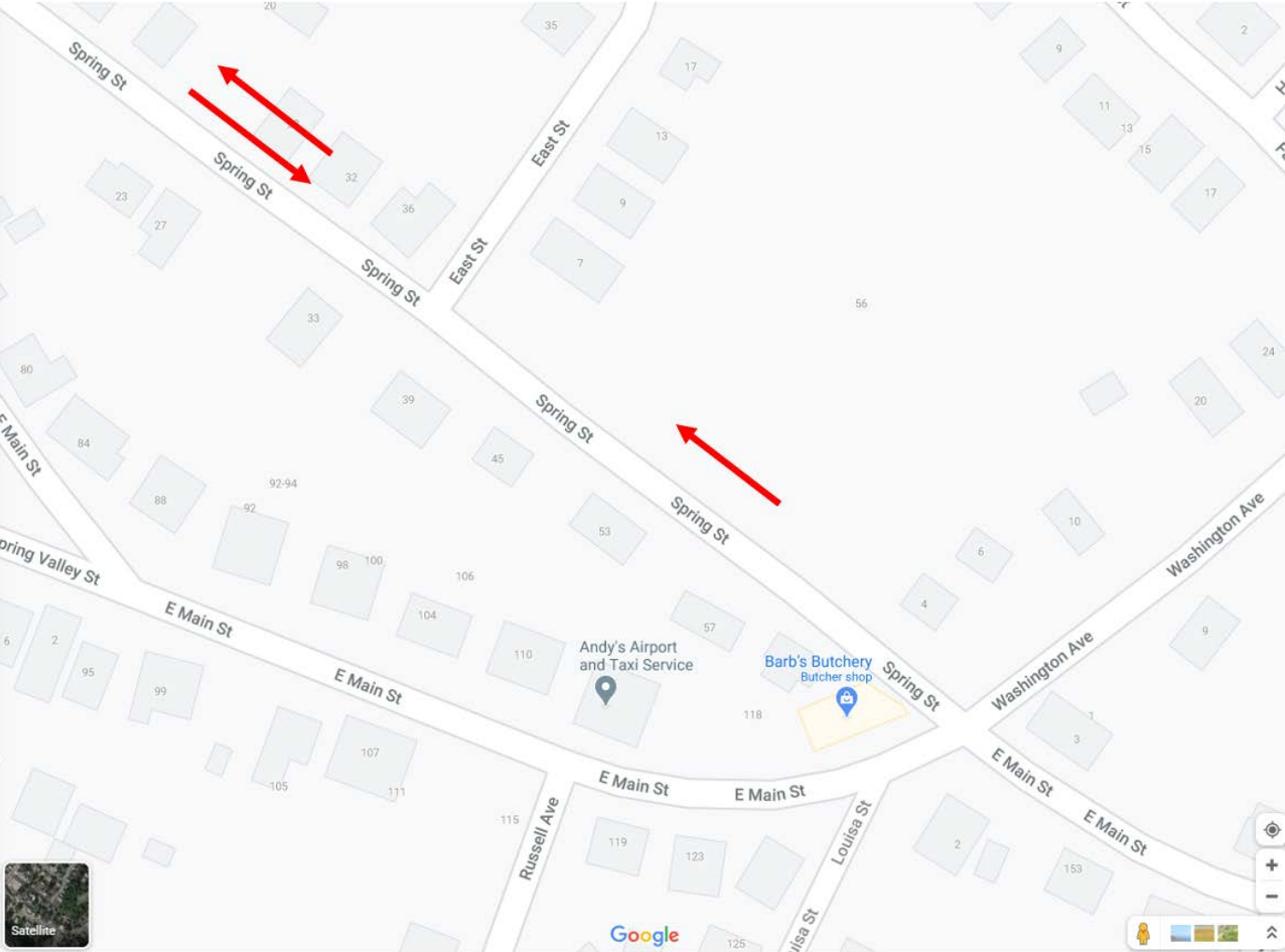
3. East Main Street: Move the “No Parking Here to Corner” from the north side of the driveway of 119 East Main Street (the driveway actually sits on Russell Avenue) to the south side of the driveway. This will result in a net loss of zero parking spaces as parking is already prohibited from the south side of the driveway to the corner of East Main Street and Russell Avenue.
4. Conklin Street: Parking is currently prohibited on the north side of Conklin Street from Fishkill Avenue to Meade Avenue. Two-hour parking is allowed on the south side of the Conklin Street in the same location. The Committee is recommending switching the two.
5. Goodrich Street and Howland Avenue: Install a “No Left Turn” sign from Goodrich Street onto Howland Avenue in order to prohibit drivers from turning left into a roadway from a location where there is poor sight distance.
6. Goodrich Street: Install “No Parking Here to Corner” signs on Goodrich Street 30 feet from at the intersection with Howland Avenue.
7. Spring Street: Disallow southeast bound traffic on Spring Street from East Street to Washington Avenue. In other words, turn Spring Street from East Street to Washington Avenue into a one-way street with traffic flowing northwest towards Liberty Street. Doing so would prevent motorists from turning left from Spring Street onto Washington Avenue where there is poor sight distance.
8. Beacon Street: Add a “No Parking Here to Corner” sign on the north side of Beacon Street 70 feet from the intersection with Wolcott Avenue.
9. Robinson Street: Add “No Parking Here to Corner” signs on the north and south side of Robinson Street 30 feet from the intersection with Howland Avenue

Visual Presentation

Proposed Local Law to Amend
Chapter 211 of the Code of the City of Beacon
Regrading Parking and Traffic Safety



Make Spring St. a one-way street from E. Main St. to East St.

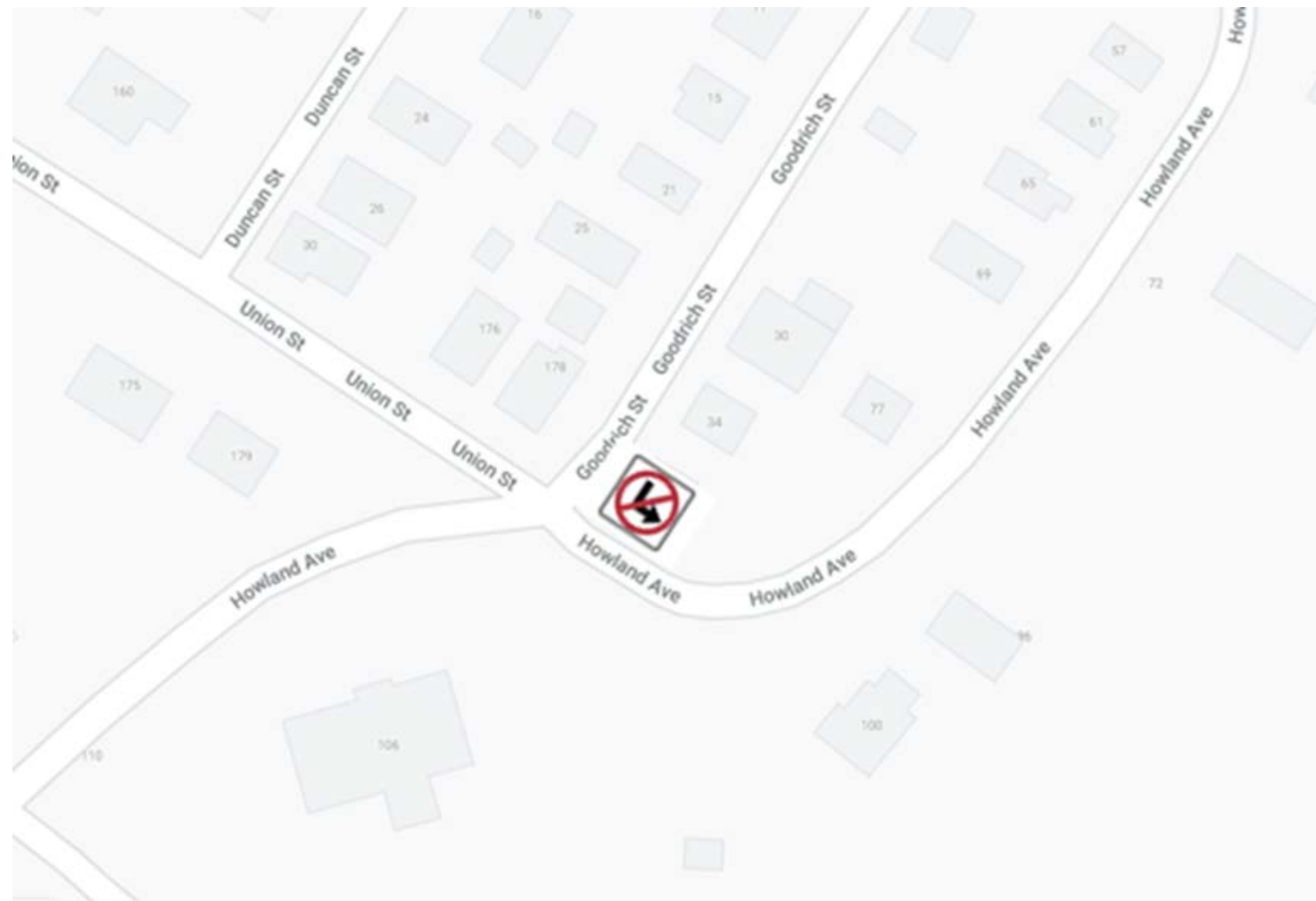


Name of Street
Spring Street

Direction of Travel
Northwest

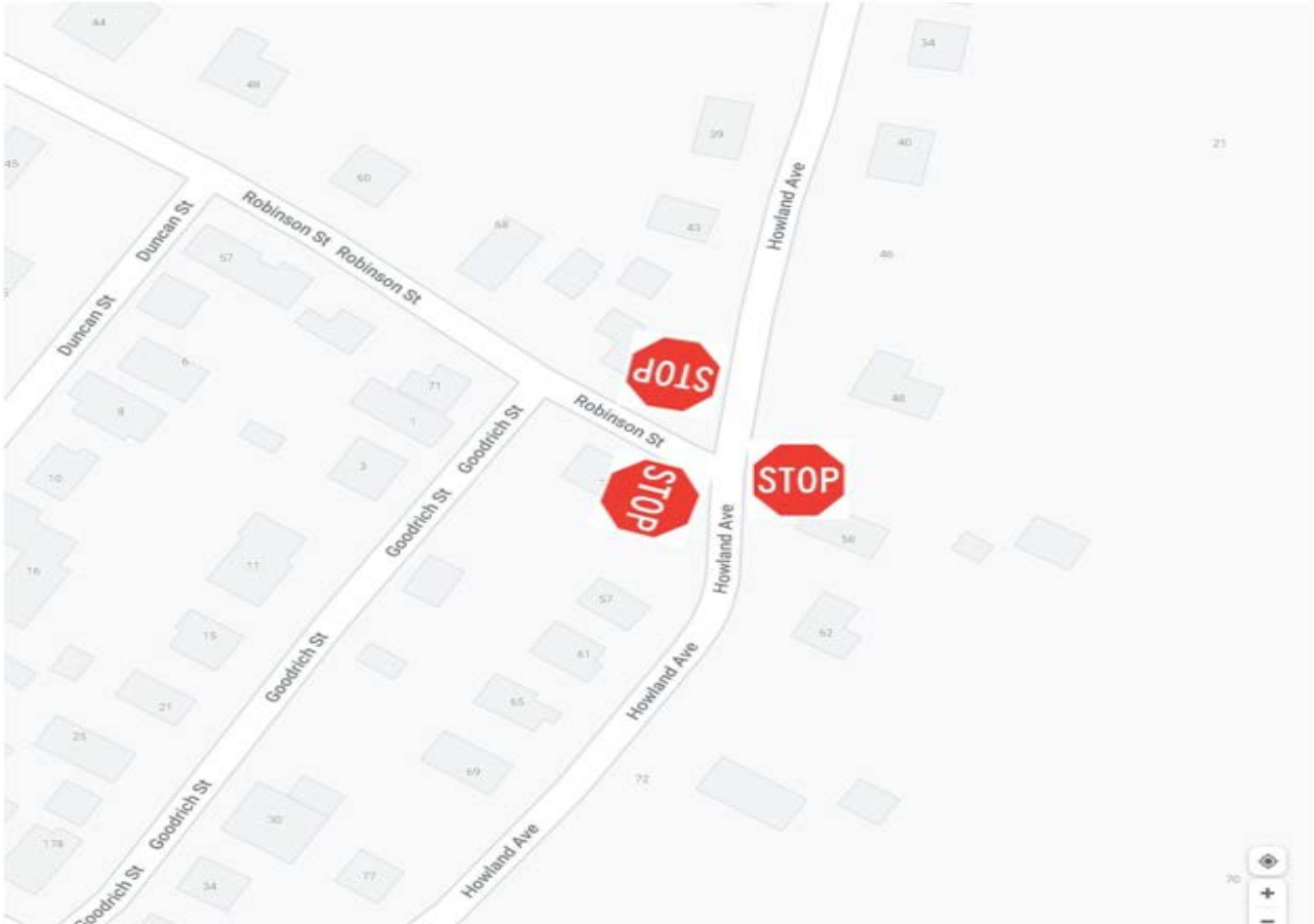
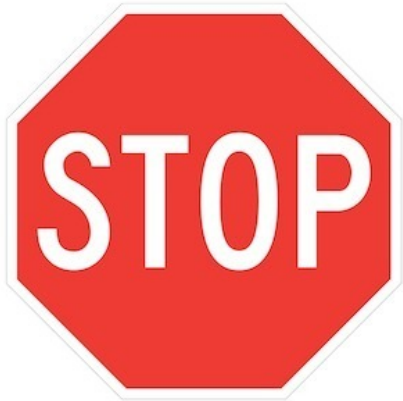
Limits
From East Street to
Washington Avenue

Add No Left Turn from
Goodrich St. onto Howland
Ave.



Name of Street	Direction of Travel	Prohibited Turn	Prohibited Turn Onto
<u>Goodrich Street</u>	<u>Southwest</u>	<u>Left</u>	<u>Howland Avenue</u>

Create a three-way stop at the intersection of Howland Ave. and Robinson St.

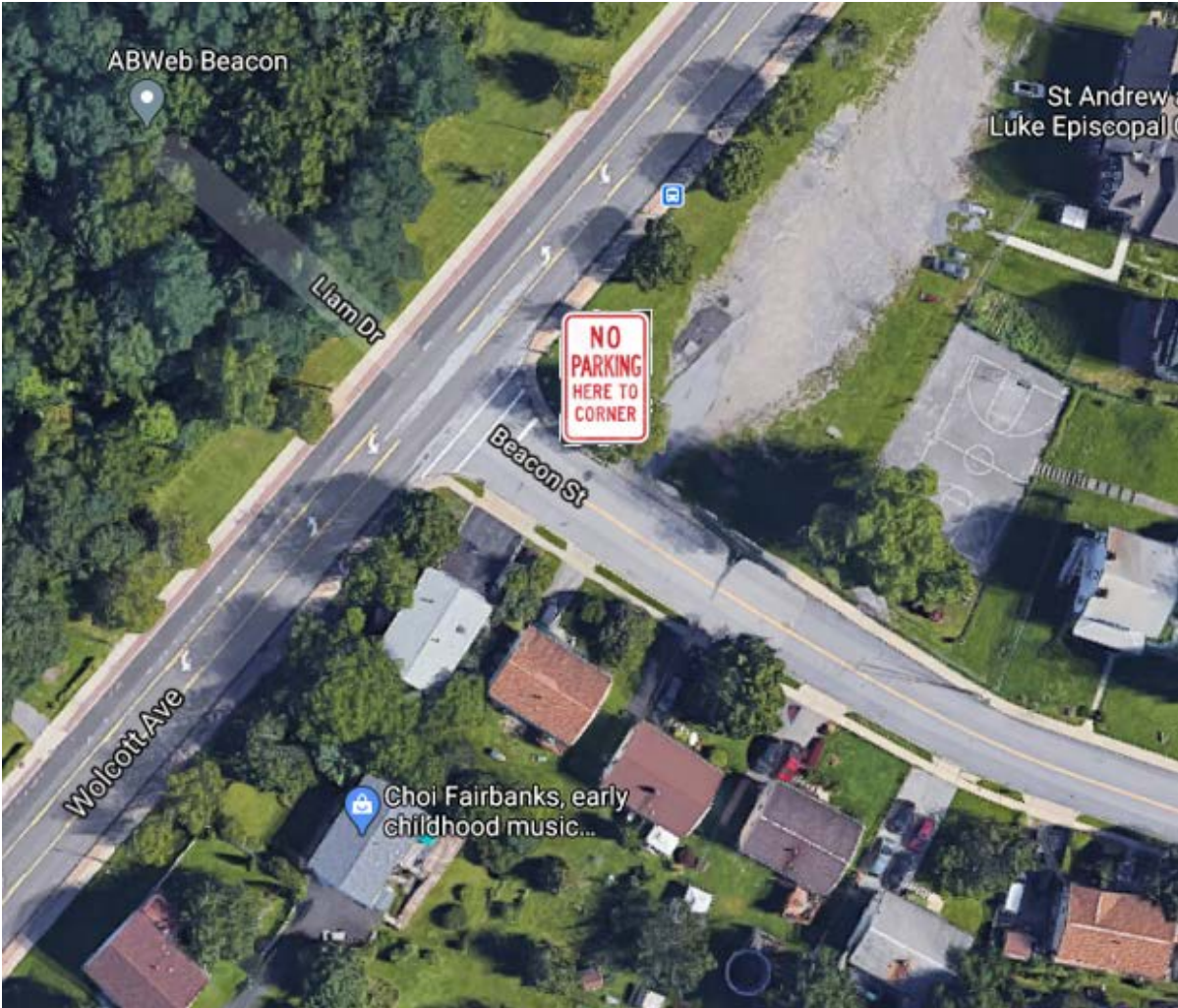


Stop Sign on
Howland Avenue
Robinson Street

Direction of Travel
Both
Southeast

At intersection of
Robinson Street
Howland Avenue

Add No Parking Here To
Corner on Beacon St. at the
intersection of Wolcott Ave.



Name of Street

Beacon Street

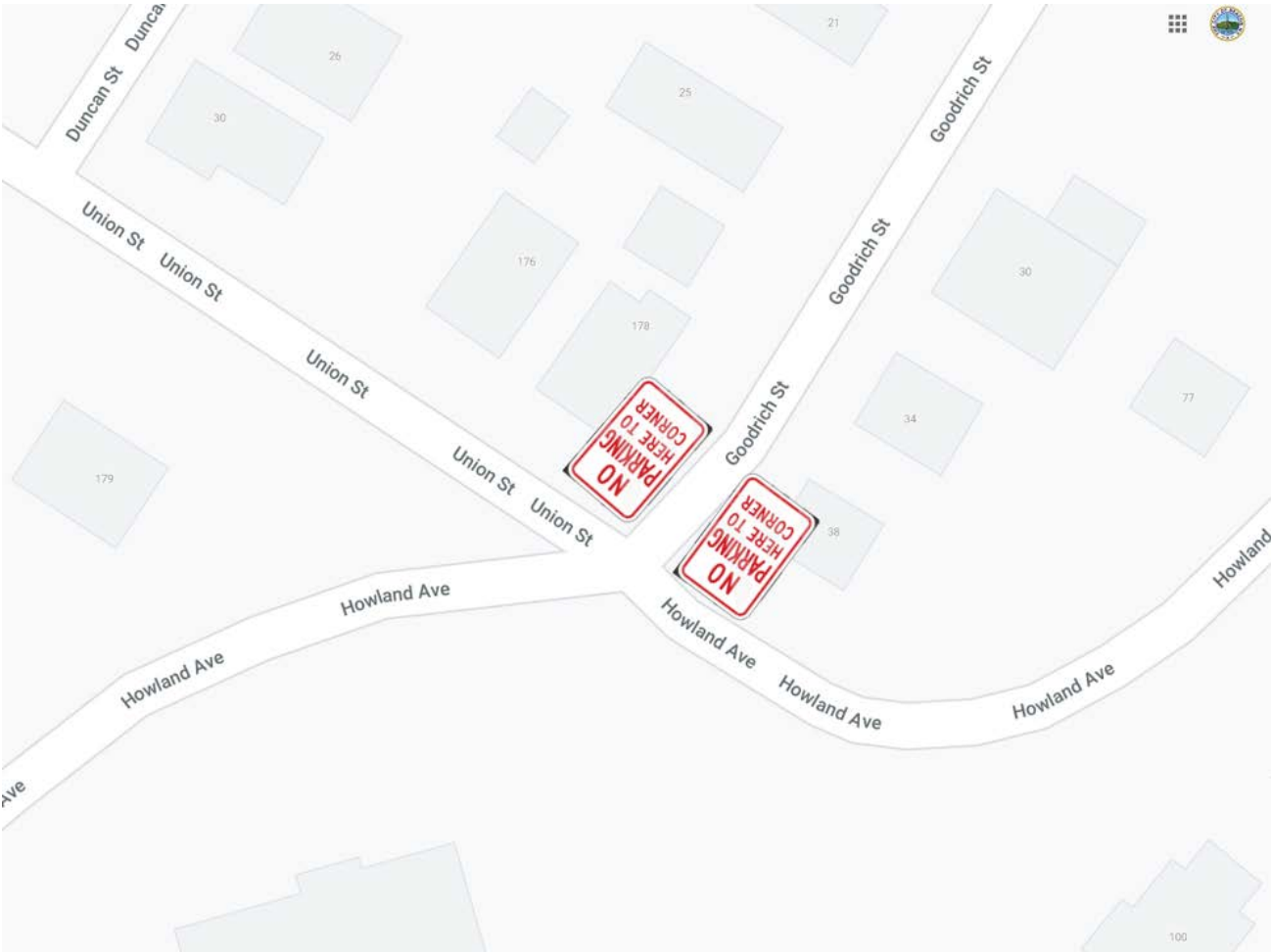
Side

North

Location

To a point 70 feet from the Wolcott
Avenue intersection

Add No Parking Here To Corner
on both sides of Goodrich St. at
the intersection with Howland
Avenue



Name of Street
Goodrich Street

Side
Both

Location
30 Feet from the intersection of Howland Avenue

Add No Parking Here To Corner
on both sides of Robinson Street
at the intersection with Howland
Ave.



Name of Street

Robinson Street

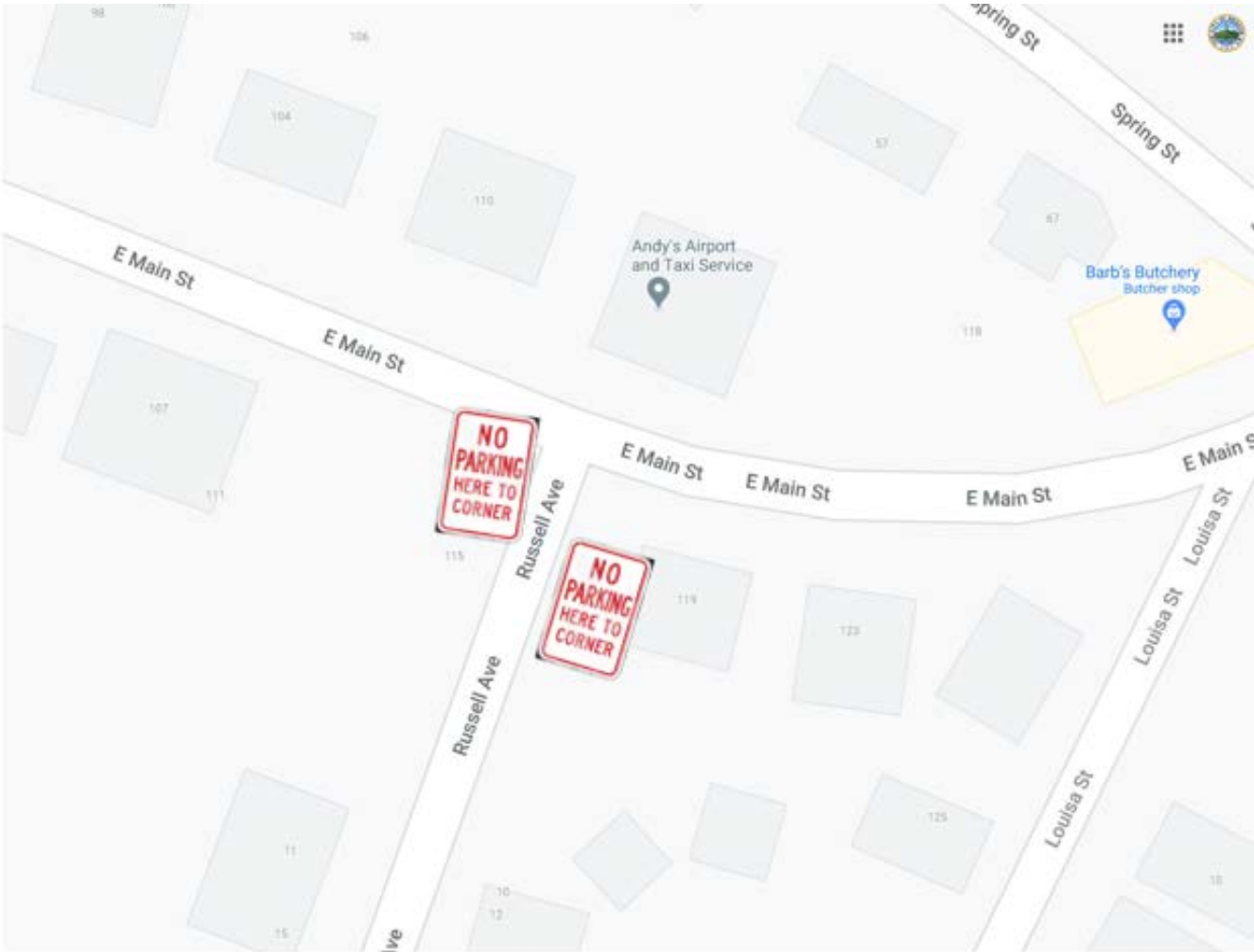
Side

Both

Location

30 Feet from the intersection of Howland
Avenue

Extend the No Parking Here to Corner area on the east side of Russell Ave. from 30 ft. to 105 ft. from the intersection with E. Main St. Leave the west side unchanged.



Name of Street

Russel Avenue

Side

~~Both~~ West

Location

To a point 30 feet west of the East Main Street intersection

Russel Avenue

East

To a point 105 feet west of the East Main Street intersection

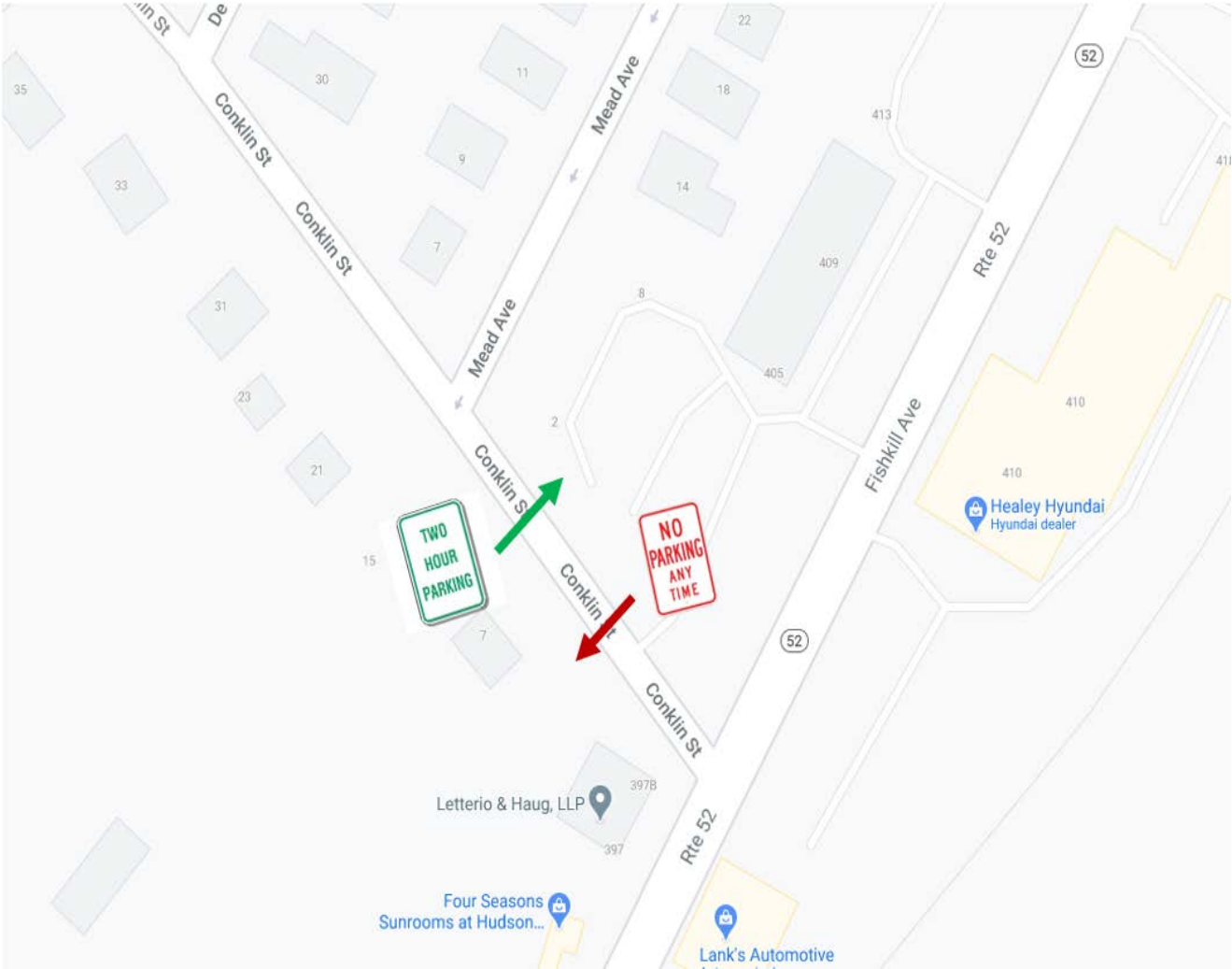
Switch the Two Hour Parking and the No Parking Zones on Conklin Street



Name of Street	Side	Time Limit; Hours/Days	Location
Conklin Street	~~South~~ <u>North</u>	2 hours	Between Fishkill Avenue and Mead Avenue



Name of Street	Side	Location
~~Conklin Street~~	~~North~~	~~Between Fishkill Avenue and Mead Avenue~~
<u>Conklin Street</u>	<u>South</u>	<u>Between Fishkill Avenue and Mead Avenue</u>



City of Beacon City Council Agenda
04/19/2021

Title:

Mayoral Proclamation Regarding Arbor Day 2021

ATTACHMENTS

[Mayoral Proclamation Regarding Arbor Day 2021](#)



Whereas, the first Arbor Day was celebrated in Nebraska in 1872, when J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and now has grown into thousands of celebrations in communities across our nation each year; and

Whereas, community partners, families and friends will be joined together at local Arbor Day ceremonies to recognize the benefits of trees and urban forests; and

Whereas, thousands of trees will be planted across our nation creating a lasting legacy for future generations; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

Whereas, trees promote outdoor recreation which improves human health and well-being of adults and children, by encouraging more activity and a connection to the outdoors; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Lee Kyriacou, Mayor of the City of Beacon, New York, do hereby proclaim April 30, 2021 as Arbor Day in the City of Beacon, and I urge all citizens to celebrate Arbor Day and to support local efforts to protect our trees and woodlands.

Dated this day of 19th day of April, 2021

The creation of a thousand forests is in one acorn — [Ralph Waldo Emerson](#)

“A nation that destroys its soils destroys itself. Forests are the lungs of our land, purifying the air and giving fresh strength to our people.” — [Franklin D. Roosevelt](#)

Lee Kyriacou, Mayor

City of Beacon City Council Agenda
04/19/2021

Title:

Main Street Access Advisory Committee Mayoral Appointments

ATTACHMENTS

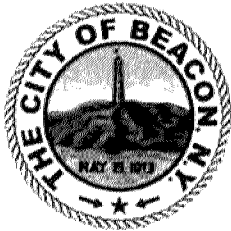
[Pam Weatherbee Main Street Access Advisory Committee Application](#)

[Nancy Rosaler Main Street Access Advisory Committee Application](#)

[Thomas Devilliers Main Street Access Advisory Committee Application](#)

[Ron Donofio Main Street Access Advisory Committee Application](#)

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	Pam Wetherbee
Address	66 Mead Ave
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 <input <="" td="" type="text" value="Main St Access Committee - it's not too late!"/>
Available number of Hours per week (for Committee work)	2
Occupation	Financial Services Operations Manager
Employer	Hudson Peak Wealth Advisors
Work Address	427 Bedford Rd Ste 110 Pleasantville NY 10576
Work Phone	914-769-2800

Education

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

Interest & Skills

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

Reference

Reference Name

Address

Phone

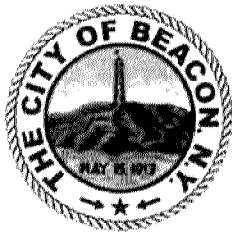
Email Address

Relationship

Applicant Signature: _____

Date: _____

Committee Application



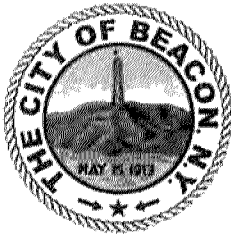
Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

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

Name	Nancy Rosaler
Address	72 Dutchess Terrace Beacon
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 Accessibility Committee
Available number of Hours per week (for Committee work)	2-3
Occupation	Real Estate Agent - Property Manager
Employer	Berkshire Hathaway - Self Employed
Work Address	179 Main St. Beacon
Work Phone	

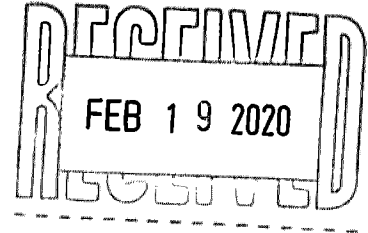
I am on the board of Taconic Resources for Independence. We met with the prior mayor to discuss challenges pertaining to accessibility. We would love to continue the work to make Beacon a model city easily navigated by people of all abilities.

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	THOMAS DE VILLIERS
Address	28 SAUIS STREET BEACON
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 MAIN STREET ACCESS COMMITTEE
Available number of Hours per week (for Committee work)	AS NEEDED
Occupation	VICE PRESIDENT
Employer	HOWLAND CULTURAL CENTER
Work Address	477 MAIN STREET - BEACON
Work Phone	845. 831- 4988

Education

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

Interest & Skills

climate change, development
history of BEACON

Director
Producer

Areas of Expertise
(business & civic)

Budgets, organization, dealing with people

Reference

Reference Name

CRALG WOLF

Address

477 MAIN ST, BEACON

Phone

[REDACTED]

Email Address

INFORMATION @ HOWLAND CULTURAL CENTER

Relationship

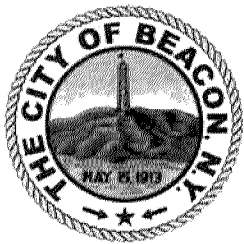
PRESIDENT, HCC

Applicant Signature: _____

Chantal de Villiers

Date: _____

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	RON DONOFRIO
Address	105 N ELM ST BEACON NY 12508
Phone Number	
Alternate Phone	
Email Address	ronhvny@gmail.com
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 *CITIZENS COMMITTEE (NEWLY FORMED - REQUESTED IN NEWSPAPER FOR MAIN STREET INITIATIVES)
Available number of Hours per week (for Committee work)	20
* REAL ESTATE BROKER OWNER / MOBILE APP STRATEGIST FOR LARGE MOBILE APP COMPANY / LEED DESIGNATED GREEN BUILDING ASSOCIATE	
Occupation	*Current employment: SEE ABOVE
Employer	SELF EMPLOYED
Work Address	105 N ELM ST, BEACON NY 12508
Work Phone	954-650-2096

Education

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

Interest & Skills

INCLUSIVE SOCIAL CONSCIOUS COMMUNITY DEVELOPMENT AND SKILLS TO DO SO

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

LEED CERTIFICATION - COMMUNITY ZONEING - GREEN BUILDING - MARKETING -
ALTERNATIVE ENERGY - BUSINESS DEVELOPMENT - CONSULTING - WALKABLE
INFRASTRUCTURE - CREATIVE FUNDING FOR COMMUNITY PROJECTS

Reference

local neighbors as refereance, upon request.

Reference Name

BRAD BLUMBERG

Address

176 HADDON AVE COLLINGSWOOD NJ

Phone**Email Address****Relationship**

CEO of Smarter Agent Mobile

Applicant Signature: _____

Ron Donofrio

Date: 2-2-2020 _____

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Approving the Appointment of Cristopher Benjamin Peguero as a City of Beacon Police Officer

ATTACHMENTS

[Resolution Approving the Appointment of Cristopher Benjamin Peguero as a City of Beacon Police Officer](#)



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ OF 2021**

**RESOLUTION APPOINTING CRISTOPHER BENJAMIN PEGUERO AS A
CITY OF BEACON POLICE OFFICER**

WHEREAS, Cristopher Benjamin Peguero is currently employed as a Police Officer with the City of Mount Vernon Police Department; and

WHEREAS, Cristopher Benjamin Peguero meets the qualifications for the position of Police Officer with the City of Beacon Police Department; and

WHEREAS, the Mayor seeks to appoint Cristopher Benjamin Peguero to the position of Police Officer with the City of Beacon Police Department and to have the City Council approve the appointment.

NOW, THEREFORE BE IT RESOLVED, that the Mayor hereby appoints, with the consent of the City Council, Cristopher Benjamin Peguero to the position of Police Officer of the City of Beacon Police Department effective April 26, 2021.

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Approving the Appointment of Jennifer Loucks to the Position of Account Clerk Typist

ATTACHMENTS

Resolution Approving the Appointment of Jennifer Loucks to the Position of Account Clerk
Typist



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ OF 2021**

**RESOLUTION APPROVING THE APPOINTMENT OF JENNIFER LOUCKS TO THE
POSITION OF ACCOUNT CLERK TYPIST WITH THE CITY OF BEACON**

WHEREAS, Jennifer Loucks meets the qualifications for the position of Account Clerk Typist with the City of Beacon; and

WHEREAS, the Mayor seeks to appoint Jennifer Loucks to the position of Account Clerk Typist with the City of Beacon and to have the City Council approve the appointment.

NOW, THEREFORE BE IT RESOLVED, that the Mayor hereby appoints, with the consent of the City Council, Jennifer Loucks to the position of Account Clerk Typist with the City of Beacon Finance Department effective April 28, 2021.

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Authorizing the Appointment of Stephen Bechtold to the Position of Head Automotive Mechanic

ATTACHMENTS

[Resolution Approving the Appointment of Stephen Bechtold to the Position of Head Automotive Mechanic](#)



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ 2021

**RESOLUTION APPROVING THE APPOINTMENT STEPHEN BECHTOLD
TO THE POSITION OF HEAD AUTOMOTIVE MECHANIC**

WHEREAS, the City of Beacon Highway Department currently has a vacant position for Head Automotive Mechanic; and

WHEREAS, the Superintendent of Streets has recommended appointing Stephen Bechtold, a qualified candidate who has worked for the City of Beacon for 26 years and is currently employed in the Highway Department as an Automotive Mechanic II, to fill the vacant Head Automotive Mechanic position.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the appointment of Stephen Bechtold to the position of Head Automotive Mechanic.

BE IT FURTHER RESOLVED, that Stephen Bechtold's contract as Head Automotive Mechanic shall begin on April 20, 2021.

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Approving the Appointment of Carolyn Bennet Glauda to the Parking and Traffic Safety Committee

ATTACHMENTS

[Resolution Approving the Appointment of Carolyn Bennet Glauda to the Parking and Traffic Safety Committee](#)



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ OF 2021**

**RESOLUTION APPROVING THE APPOINTMENT OF CAROLYN BENNET GLAUDA TO
THE PARKING AND TRAFFIC SAFETY COMMITTEE**

BE IT RESOLVED, that the City of Beacon City Council hereby appoints Carolyn Bennett Glauda to the City of Beacon Parking and Traffic Safety Committee.

Resolution No. ____ of 2021		Date: <u>April 19, 2021</u>					
☐ Amendments		☐ 2/3 Required					
☐ Not on roll call.		☐ On roll call					
☐ 3/4 Required							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Approving the Appointment of Ceasar Gonzalez to the Board of Ethics

ATTACHMENTS

[Resolution Approving the Appointment of Ceasar Gonzalez to the Board of Ethics](#)



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ OF 2021**

**RESOLUTION APPROVING THE APPOINTMENT OF CEASAR GONZALEZ TO THE
BOARD OF ETHICS**

BE IT RESOLVED, that the City of Beacon City Council hereby appoints Ceasar Gonzalez to the City of Beacon Board of Ethics to fulfill the remainder of a term to conclude on December 31, 2022.

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Setting a Public Hearing for May 3, 2021 to Receive Comment on a Proposal to Change the Name of the Commission on Human Relations to the Commission on Human Rights

ATTACHMENTS

Resolution Setting a Public Hearing for May 3, 2021 to Receive Comment on a Proposal to Change the Name of the Commission on Human Relations to the Commission on Human Rights



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ OF 2021**

**RESOLUTION SETTING A PUBLIC HEARING FOR MAY 3, 2021 TO RECEIVE COMMENTS
ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 5, SECTION 8 AND CHAPTER 159,
SECTION 3 OF THE CODE OF THE CITY OF BEACON TO RENAME THE COMMISSION ON
HUMAN RELATIONS TO THE COMMISSION ON HUMAN RIGHTS**

BE IT RESOLVED, that the City of Beacon City Council hereby sets a Public Hearing for May 3, 2021 to receive comments on a proposed Local Law to Amend Chapter 5, Section 8 and Chapter 159, Section 3 of the Code of the City of Beacon to rename the Commission on Human Relations to the Commission on Human Rights.

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Establishing Renewable Electricity Policy

ATTACHMENTS

[Resolution Establishing Renewable Electricity Policy](#)



CITY COUNCIL
CITY OF BEACON

Resolution No.____of 2021

RESOLUTION ESTABLISHING RENEWABLE ELECTRICITY POLICY

WHEREAS, consensus exists among the world's leading climate scientists that emissions of greenhouse gases from human activities are changing and destabilizing the global climate representing one of the most critical issues facing the world today; and

WHEREAS, the City of Beacon resolved (Pursuant to Resolution 22 of 2020) to join other US Cities in the Climate Mayors Network in adopting and supporting the goals of The Paris Agreement in an effort to reduce greenhouse gas emissions and limit the impacts of global climate change; and

WHEREAS, the City of Beacon resolved (Pursuant to Res. 118 of 2020) that the City of Beacon's Climate Action Plan should plan to reach the New York State goal of zero greenhouse gas emissions for the electricity for the entire community of Beacon sooner than the State goal of 2040; and

WHEREAS, the City has earned the Silver Certification Level under the State's Climate Smart Communities initiatives by taking tangible steps to reduce climate change, including building a solar field on the Denning's Point landfill, converting streetlights to energy-efficient LED fixtures, adopting and implementing the NYStretch Energy Code, deploying electric charging stations, increasing use of electric vehicles in the City's fleet, and authorizing a Community Choice Aggregation ("CCA") program to bring 100% renewable energy to City residents through an opt-out program;

NOW THEREFORE BE IT RESOLVED, that the City of Beacon hereby establishes an additional policy requiring that 100% of the City's electricity usage will utilize locally-generated renewable energy or will be made carbon neutral through acquisition of sufficient Renewable Energy Credits (RECs) for non-renewable electricity usage; and

BE IT FURTHER RESOLVED, the City of Beacon shall strive to increase its on-site production of renewable energy and shall also participate in Community Generation Distribution until such local generation is installed, which will support the development and production of renewable electricity going into the region's electricity grid; and

BE IT FURTHER RESOLVED, the City of Beacon will endeavor to further decrease greenhouse gas emissions associated with its operations through increased energy and vehicle efficiency.

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>			2/3 Required	
Amendments			On roll call			3/4 Required	
Not on roll call.							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Authorizing the City Administrator to Sign a Community Distribution Generation Agreement with ELP Myer Solar, LLC

ATTACHMENTS

Resolution Authorizing the City Administrator to Sign a Community Distribution Generation Agreement with ELP Myer Solar, LLC

Community Distribution Generation Agreement



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A COMMUNITY
DISTRIBUTION GENERATION AGREEMENT WITH ELP MYER SOLAR, LLC**

BE IT RESOLVED, that the City Council authorizes the City Administrator to sign the attached Community Distribution Generation Agreement with ELP Myer Solar, LLC.

Resolution No. ____ of 2021		Date: <u>April 19, 2021</u>				2/3 Required	
Amendments		On roll call				3/4 Required	
Not on roll call.							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

Community Distributed Generation Disclosure Form	
Customer Information	Name:
Distribution Utility	Service Address:
	Mailing Address:
	Utility:
Overview	This document describes your Community Solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
Price, Fees, and Charges	The subscription rate is a 10% discount to the VDER Credit applied to your utility bill.
Project Location and Customer Allocation	The community solar generation project will be located in Saugerties, New York and has a capacity of 1.9 MWac. Your allocation of the project's generation will be based on 75-90% of your electricity usage over the previous twelve months. Provider will notify you via email when your account has been successfully connected to the project.
Length of Agreement and Renewal	Term: 5 years Autorenewal
Early Termination	This Agreement may be terminated by you at no cost if you identify a replacement customer acceptable to Provider, or upon payment of a \$200 fee.
Estimated Benefits	On average, the community solar project is expected to generate approximately 840,000 kWh annually, of which you will receive approximately 20% in the form of VDER Credits. The monetary value of the VDER Credits generated in connection with each kWh generated by the project will be variable.
Guarantees	This contract does not guarantee savings. This contract does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	You authorize Provider to obtain your electric utility account number, historical electricity consumption data, current and historical electric rate data, and other energy-related data from your electric utility.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at []
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Preparer Name and Contact Information	[]

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

Community Solar Subscription Agreement

This **COMMUNITY SOLAR SUBSCRIPTION AGREEMENT** (together with all schedules and attachments referenced in its text as if set forth herein in full, this “**Agreement**”) is made and entered into on _____, 2021 (the “**Effective Date**”) by and between the parties listed below:

Provider: ELP Myer Solar LLC

Address: c/o Vitol Inc.

2925 Richmond Ave, Suite 1100

Houston, Texas 77098

Phone: [1-844-899-9763]

Email: [support@commonenergy.us]

Customer: _____

Address: _____

Phone: _____

Email: _____

Definitions. Throughout this Agreement, the words “**Provider**” “**we**”, “**us**” and “**our**” mean ELP Myer Solar LLC, or any permitted transferee or assignee of this Agreement. The words “**you**” and “**your**” refer to the person(s) or entities identified above and whose signature appears on this Agreement under the word “**Customer**”.

You and we are sometimes referred to in this Agreement, individually, as a “**Party**” and, together, as the “**Parties**”. Other capitalized words used in this Agreement have the meanings given to them in bold font contained in quotation marks, including in the “**General Terms and Conditions**” attached as Schedule B, which is a part of this Agreement.

Description of Agreement. This Agreement is a legally binding contract. It governs the terms and conditions under which:

(a) we will arrange for the right to transfer and assign to you a portion of the monetary credit (“**VDER Credit**”) calculated by the Utility in connection with the electricity generated and delivered to the Utility by the Community Distributed Generation Project identified on Schedule A (the “**Community Solar Project**”); and

(b) you will receive and purchase from us and we will arrange for the allocation to your Utility Account of your portion of such VDER Credit.

Purchase and Sale of VDER Credit. You agree to purchase the VDER Credit at the rates described in Part 3 of Schedule A (the “**Applicable Rate**”), which shows the percentage discount which will be applied to the Utility’s prevailing VDER Tariff Rate as described further below and in Schedule A. The VDER Credit will be calculated and allocated to your Utility Account in U.S. dollars. Ownership, title and risk of loss of any VDER Credit will transfer to you upon the Utility’s application of the VDER Credit to your Utility Account in accordance with applicable law and the tariffs of the Utility.

Monthly Charges and Billing. Each month, you will pay to us using Automated Clearing House (“**ACH**”), in accordance with the terms set forth in Attachment 2 or by check, the Applicable Rate for each VDER Credit allocated to your Utility Account regardless of your usage of electricity and the amount due to your Utility. Any unused VDER Credits in a given billing period will be treated by the Utility in accordance with your electric utility’s VDER Tariff document. As of the date of this Agreement, for [Central Hudson Gas & Electric] this Tariff document is [PSC No:15]. You will not be permitted to receive any payments in cash for any portion of the VDER Credit allocated to your Utility Account, including any portion that may remain unused or which has not been applied to actual amounts due by you to the Utility under your Utility Account bills at any time.

Monthly Statement and Payment. We will provide to you a monthly statement showing a summary of the charges that you incurred from us including (a) the amount and value of the VDER Credit allocated to your Utility Account during the prior Billing Month, (b) the Applicable Rate, (c) sales taxes or other charges imposed by any governmental authority on our sale to you of the VDER Credit and the other services provided to you under this Agreement, and (d) the total amount due from you to us (the “**Monthly Statement**”). You agree to pay us the total amount due shown on each Monthly Statement by check mailed to the address shown on the Monthly Statement or by Automated Clearing House (“**ACH**”) payment, in accordance with the terms set forth in Attachment 2; within the time period shown on such Monthly Statement, which will be no later than 20 days after the date of such Monthly Statement. You will continue to receive monthly bills from your Utility and your competitive electricity supplier, if any. The amount of Utility Credit applied to your Utility Account will be shown on your bills from the Utility. You may still need to make payments to the Utility for its provision of electricity and delivery services to you and for amounts you owe to your competitive electricity supplier, if any, not covered by the Utility Credit allocated to your account.

[Project Not Yet Constructed. You understand that, as of the date of this Agreement, the Community Solar Project may or may not have been built or yet begun to operate or generate electricity from which the VDER Credit can be calculated by the Utility. We will not be able to allocate and sell to you and you will not be able to receive any VDER Credit from the Community Solar Project until the date it has been fully constructed, has received permission from the Utility to begin to operate, and the Utility has begun to measure, calculate, and allocate the VDER Credit according to law and the Utility’s procedures. This date is the “**Credit Start Date**.” You understand that our obligations under this Agreement are contingent upon achievement of the Credit Start Date, and that if the Credit Start Date does not happen before the date that is nine months after the date of this Agreement, we may elect to terminate and this Agreement and, upon such termination, we will have no further obligations or liabilities to you under this Agreement or under common law or equity.]

Term. The initial term (“**Initial Term**”) of this Agreement will begin on the date on the first page of this Agreement and will end five (5) years after the date on which the Utility issues to you its first invoice on which it allocates VDER Credit from the Community Solar Project to your Utility Account, unless earlier terminated as specifically provided for in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for successive periods of one year (each, an “**Extension Term**,” and the Initial Term together with all Extension Terms, the “**Term**”) unless written notice of termination is provided by either Party not less than thirty (30) days before the end of the Initial Term or any Extension Term. You may cancel or terminate this Agreement without penalty at the end of any Extension Term by providing written notice at least 30 days before the end of the Extension Term.

Your Obligations to the Utility, any Competitive Supplier and to Us. You must continue to maintain the Utility Account during the Term of this Agreement. You must take electric service under your Utility Account in your own name. You will continue to be obligated to pay all amounts due to the Utility under your Utility Account as well as any amounts due to your competitive supplier, whether under a combined bill or separate bills.

Electronic Statements. If you give us permission to send you Monthly Statements and other communications from us in electronic format instead of paper format, please complete the Consent to Receive Electronic Communications attached to this Agreement as [Attachment 1](#). If you do not want to receive electronic communications from us, we will deliver to you Monthly Statements and other communications through the United States Postal Service.

Automatic Payments. If you would like to give us permission to set up automatic scheduled payments by debiting from your checking account the amount due under each Monthly Statement, please complete the Consent to Make Automatic Payments attached to this Agreement as [Attachment 2](#).

Late Payments. Any late payment will incur a late fee (“**Late Fee**”) equal to the lower of (a) 1.5% of the amount due under each Monthly Statement more than 30 days past due and (b) the maximum rate permitted by applicable law. The Late Fee is an administrative charge to compensate us for costs we incur as a result of late payments by you. It is not an interest or finance charge. If you dispute any Monthly Statement, you must pay the full amount due and notify us in writing of the factual basis, including documentation, for the dispute. If the dispute is resolved in your favor, we will refund the relevant amount to you within 30 days after resolution of the dispute.

Returned Payments. Any payment (whether by check or Automatic Payment) that is dishonored or returned for any reason, including without limitation insufficient funds in your checking account, will incur a fee (“**Returned Payment Fee**”) equal to the lower of (a) \$20 and (b) the maximum amount permitted by applicable law. The Returned Payment Fee is an administrative charge to compensate us for costs we incur as a result of returned payments. It is not an interest or finance charge.

No Ownership of Community Solar Project. You understand that you will not own any part of or any interest in the Community Solar Project, whether directly or indirectly.

Estimated Electricity For Utility Credit. Part 3 of [Schedule A](#) also shows the amount of electricity, measured in kilowatt hours, we estimate will be generated by the Community Solar Project in each year during the Term for which the Utility will calculate VDER Credits for allocation to your Utility Account. Due to a number of reasons, including but not limited to day-to-day, seasonal and other changes and variations in weather, the actual production of electricity will vary, and we cannot and do not guarantee the Community Solar Project will in fact produce electricity in such amounts. This amount is an estimate only, and we also cannot and do not predict the value of the VDER Credit that the Utility will calculate and allocate to your Utility Account.

Value of VDER Credit. The value of the VDER Credit allocated and applied to your Utility Account will be calculated based on the VDER Tariff identified on Schedule A in effect during the term of this Agreement. The Utility will update and change the VDER Tariff as required or permitted by law during the term of this Agreement, and the values the Utility will use to calculate the VDER Credit under the VDER Tariff may change every month during the Term. The dollar value of the VDER Credit calculated under the VDER Tariff may be higher or lower than the total cost per kilowatt hour of the electricity and electric services you receive from the Utility.

Energy Requirements. You understand that this Agreement is not for delivery of any electricity. You acknowledge that you will need to maintain an account with your local electric distribution company, Utility or other electricity provider and remain connected to the local distribution network or electricity grid for the provision or delivery of electricity you need at your place of business. You will be solely responsible for obtaining and paying for electricity and distribution services from your Utility or any other source or supplier.

Information; Authorizations; Power of Attorney. You hereby authorize us to deliver to the Utility and keep on record with the Utility such documentation and information as may be required by the Utility for us to perform our obligations under this Agreement. You authorize us to provide to the Utility such information about your Utility Account and such other information from [Schedule A](#) as may be necessary for us to cause the Utility to allocate, transfer and assign to you and apply to amounts due by you under your Utility Account your portion of the VDER Credit from the Community Solar Project. We will use such information to administer and maintain a list of and instructions to the Utility for allocating all participants who will receive a percentage share of the VDER Credit calculated by the Utility for the Community Solar Project. You hereby confirm that all of the information provided on [Schedule A](#) is true, correct and complete.

Access to Your Utility Account and Utility Data. You agree to provide us with copies of and/or access to the invoices you receive from the Utility and other information associated with your Utility Account, including such data as may be made available by you or the Utility from the meter or meters installed by the Utility at your place of business, for the purpose of executing this Agreement and verifying the delivery of VDER Credits to your Utility Account as expected by your electric Utility.

Credit Checks and Credit Reporting. You give us permission to check your credit rating, credit score and other credit files and records maintained by credit reporting bureaus and agencies for the purpose of checking your eligibility to participate in this Agreement according to our credit qualification requirements. In addition, you understand that if you do not make payments when due, we may report such delinquencies to credit reporting agencies.

Taxes. If any are imposed, you will be responsible for and will pay all sales taxes and other taxes and charges imposed upon the sale of VDER Credits from us to you under this Agreement, but not for any income, gross receipts, ad valorem, personal property or real property or other taxes and franchise fees assessed against the Community Solar Project.

CONFIDENTIAL

Your Options if You Move. If you decide to sell and/or move your place of business and moving will change your Utility Account, you may have the opportunity to have VDER Credit allocated to the utility account at your new place of business where possible, or to identify a replacement customer for you such as a tenant, subject to the terms in the paragraph below titled “Potential Replacement Customer.” If you want to transfer this Agreement to your new place of business, it must be located within the same Utility’s service territory and within the utility load zone as the one in which the Community Solar Project is located. In that situation, you may change the Utility Account to which your VDER Credit will be allocated. You must provide written notice to us of your new utility account information and such new utility account will then become the Utility Account to which we will direct the allocation of the VDER Credit. You understand that the date on which VDER Credit stops being allocated to your old Utility Account and begins being allocated to your new Utility Account may be subject to some delays as described under the paragraph entitled “Allocation Delays” below. If you own and decide to sell your place of business, we request that you provide written notice to us of your intention to do so within five (5) business days after you engage a real estate agent, broker or other representative or otherwise make efforts to market or list or market your property. You will have the option to identify any person with whom you enter into a purchase and sale agreement for the purchase of your place of business as a Potential Replacement Customer. The process of our reviewing and approving such person as a Potential Replacement Customer will be subject to the terms in the paragraph below titled “Potential Replacement Customer.” If you do not allocate your Utility Credit to your new place of business or identify a qualifying replacement customer, you will be subject to the terms of the Early Termination Fee, as described in the paragraph below titled “Early Termination Fee; Time Period Before Cancellation Becomes Effective”.

Early Termination of this Agreement. You may cancel and terminate this Agreement before the end of the Term in the following circumstances according to the options described in the following two paragraphs titled “Potential Replacement Customer” and “Early Termination Fee; Time Period Before Cancellation Becomes Effective”. We may cancel and terminate this Agreement before the end of the Term in the event that the Credit Start Date does not occur within nine months of the date of this Agreement, or as provided in the section “Unforeseen Problems; Our Optional Termination”.

Potential Replacement Customer. If you wish to cancel and terminate this Agreement without any additional cost to you, all of the following are required: (1) you must provide written notice to us indicating a desired cancellation date which must be not less than (6) six months after the date you provide us your written notice; (2) you must identify the name, telephone number and email address of another person who you know is willing to enter into an agreement with us similar to this Agreement (a “**Replacement Agreement**”) for the purchase of VDER Credit from the Community Solar Project (the “**Potential Replacement Customer**”); (3) such Potential Replacement Customer must provide us with or authorize us to obtain such information as we may request, including name, address, Social Security number, credit rating information and Utility account information including, without limitation, acceptable proof that (a) such Potential Replacement Customer is a customer of your Utility under a utility account for service to a meter which is located in the same utility load zone as the Community Solar Project and (b) such Potential Replacement Customer has a credit rating and other characteristics that meet our requirements. We may reject any Potential Replacement Customer who does not meet our requirements, in our sole discretion. If the Potential Replacement Customer meets our requirements and we enter into a Replacement Agreement with the Potential Replacement Customer, we will inform you in writing and this Agreement will be cancelled and terminated on a date we choose in the same calendar month as your desired cancellation date. As described below in the paragraph entitled “Allocation Delays,” you will continue to receive and be obligated to pay us for VDER Credits allocated to your Utility Account until the effective date of the cancellation and termination of this agreement. If you do not timely identify a Potential Replacement Customer or if the Potential Replacement Customer does not meet our requirements and we do not enter into a Replacement Agreement with the Potential Replacement Customer, you may cancel and terminate this Agreement before the end of the Term only according to the following paragraph titled “Early Termination Fee.”

Early Termination Fee; Time Period Before Cancellation Becomes Effective. If you do not wish to identify a Potential Replacement Customer or, if you do, but such Potential Replacement Customer does not meet our requirements and we do not enter into a Replacement Agreement with the Potential Replacement Customer, you may cancel and terminate this Agreement before the end of the Term by providing written notice to us together with your payment of a fee of Two Hundred Dollars (\$200.00) (the “**Early Termination Fee**”). In this situation, we may not be able to terminate allocation of VDER Credits prior to cancellation of this Agreement. As described in the Section below, entitled “Allocation Delays” due to restrictions under applicable law, it may take us as long as three (3) months after cancellation of this Agreement before we can make effective the termination of allocation of VDER Credits. After cancellation of this Agreement, you may continue to receive and you will be obligated to pay us for VDER Credits allocated to your Utility Account for up to three (3) months after the date you select for cancellation of this Agreement. This obligation will cease to accrue as soon as the utility allocates VDER Credits to a Replacement Customer, but not later than three (3) months after the date you select for cancellation of this Agreement. If you are responsible for VDER Credits allocated after cancellation, we will bill you for VDER Credits allocated to your account, after we have determined the final amount applicable under this Agreement. You acknowledge and understand that unless and until we identify a suitable person to enter into a Replacement Agreement with us, we will incur losses, costs and other damages caused by your cancellation of this Agreement before the end of the Term of this Agreement. Such costs may include our lost revenues and costs in identifying a suitable person to enter into a Replacement Agreement. You also acknowledge that the actual amount of our losses, costs and damages may be difficult or impossible for us to calculate and that the amount of the Early Termination Fee, plus payment for the allocation of VDER Credits provided above, is a reasonable approximation of our losses, costs and other damages due to your cancellation of this Agreement in a circumstance where you do not identify to us and we do not enter into a Replacement Agreement with a Potential Replacement Customer who meets our requirements.

Allocation Delays. Under applicable law, we will only be permitted to make changes in The CDG Allocation Request Form once per billing cycle at least 30 days before the billing date. For this reason, there may be a delay of as long as three (3) months from the date you wish to begin receiving allocations of VDER Credit to your Utility Account or the date VDER Credit ceases to be allocated to your Utility Account after termination of utility service under the Utility Account identified in this Agreement. You will be charged for and are liable to pay for any VDER Credit actually allocated to your account until the Utility actually ceases allocating VDER Credit according to our instructions, for up to three (3) months after the date you have selected for cancellation of this Agreement or transfer of this Agreement to a new Utility Account. You can minimize any obligation under this paragraph by following the procedures described above.

Unforeseen Problems; Our Optional Termination. If there are unforeseen problems with performing our obligations under this Agreement due to actions taken by or on behalf of you or other persons, a Force Majeure Event or a Change in Law (as defined in Schedule B – General Terms and Conditions), or due to the inaccuracy of any information that you provided and on which we relied, we reserve the right to terminate this Agreement by giving you ten (10) days prior written notice.

Events of Default; Remedies. Your Event of Default under this Agreement, including a Payment Default, will allow us to choose certain remedies including terminating this Agreement, removing your Utility Account from the CDG Allocation Request Form we will keep on file with the Utility for

the Community Solar Project, and requiring you to pay the Early Termination Fee.

Your Representations and Warranties to us. You hereby represent and warrant to us that: (a) you have read and you understand the terms of this Agreement including the Terms and Conditions attached as Schedule B and have had the opportunity to ask us questions and to seek advice of an attorney if so desired; (b) you are duly authorized to execute, deliver and perform this Agreement and that such execution, performance and delivery will not violate any law; (c) this Agreement is your valid obligation and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally); (d) your name is associated with the Utility Account and you have the full right, power and authority to enter into this Agreement; (e) your execution, delivery and performance of this Agreement will not conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which you are a party or by which you or your Property may be bound; and (f) all information that you have provided to us, and other facts, estimates and assumptions are accurate, true and complete in all respects. **Initials:** _____

Our Representations and Warranties to you. We hereby represent and warrant to you that (a) Provider is a corporation duly organized, validly existing and in good standing under the laws of the state of its formation, (b) our execution, delivery and performance of this Agreement have been duly authorized by all necessary company action; and (c) this Agreement is our valid obligation and it is enforceable against us in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

HEFPA Rights. You are entitled to protections pursuant to the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about your HEFPA protections are available online at <http://www.dps.ny.gov>. If subsequent changes in applicable law require us to provide additional information about your rights, we will provide you with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

UPB-DERS Rights. You are entitled to protections pursuant to the Uniform Business Practices – Distributed Energy Resource Suppliers ("UPB-DERS"), which covers but is not limited to customer consent to sales agreements; general marketing standards; release and protection of customer information; conformance of third-party activities to applicable rules and regulations; customer inquiries and complaints; consequences for violations; and oversight requirements. More information about your UPB-DERS protections are available online at <http://www.dps.ny.gov>.

Dispute Resolution. In the event of a billing dispute or disagreement involving our service under this Agreement, the parties will use their best efforts to resolve the dispute informally and expeditiously. You may also submit your dispute at any time to the New York State Department of Public Service (DPS) pursuant to its Complaint Handling Procedures or by calling the DPS at 1-800-342-3377, visiting their website at www.dps.state.ny.us, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

Cancellation Rights. In addition to your other rights to cancel this Agreement, **You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.** To exercise your right of cancellation, you may deliver a completed notice of cancellation using the form attached in duplicate to this Agreement as Attachment 3.

Signatures

Provider: ELP Myer Solar LLC

Name:

Title:

Customer:

Name:

Title:

Schedule A

1. Community Solar Project

Name of Project: ELP Myer Solar

Project Owner: ELP Myer Solar LLC

Project Address: Warren Myer Rd

Saugerties, NY 12477

Projected Utility Start Date: April 2021

2. Customer Utility Account Information

Electric Utility Name: Central Hudson Gas &

Electric

Load Zone: G

Utility Account Number(s): See Table 1

Name(s) Appearing
on Utility Account: City of Beacon

Address Appearing

On Utility Account:

Table 1: Utility Account Numbers

Account #	Average Annual Usage (kWh)
7305116000	3,100
7305297500	304
7404223000	10,647
7405156000	3,459
7407329001	266
7407330000	482
7407331000	4,853
7407333000	40
7407334000	178
7407335001	14
7407336100	6,861
7408338000	139
7409334300	189
7410045100	9,440
7414111000	405
7414332900	2,963
7416159000	15,206
7417005000	456
7417070001	118
7635026700	17,391
7641056000	17,820
7641131100	41,417
7641168600	34,781
7642169500	10,905

3. Applicable Rate: 10% discount to the VDER Credit value allocated to Customer's Utility Account,

Schedule B

General Terms and Conditions

Definitions and Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement have the meanings specified in this Agreement; (b) the singular includes the plural and vice versa; and (c) the words “include,” “includes” and “including” mean include, includes and including “for example and without limitation.” The captions or headings in this Agreement are strictly for convenience and are not to be considered in interpreting this Agreement.

Change in Law. If any applicable law or regulation (other than a tax law) is enacted, modified or repealed after the date of the Agreement that establishes requirements affecting the performance of our obligations under this Agreement (a “**Change in Law**”) and such Change in Law has a material adverse effect on our cost of performing such obligations, we will have the right to terminate this Agreement.

Events of Default. The occurrence of any one or more of the following events with respect to one of the Parties (the “**Defaulting Party**”) will be an event of default (“**Event of Default**”) under this Agreement: (a) failure to pay any amount due and payable under this Agreement (“**Payment Default**”); (b) failure to substantially perform any other material obligation under this Agreement; (c) a representation or warranty of such Defaulting Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby; or (d) such Party (i) generally fails to pay, or admits in writing its inability to pay, its debts as they come due, (ii) voluntarily ceases to conduct its business in the ordinary course, (iii) commences any voluntary proceeding under any bankruptcy or similar law, (iv) takes any action to effectuate or authorize any of the foregoing; (v) has an involuntary proceeding commenced against it under any bankruptcy or similar law, which involuntary proceeding has not been dismissed within 30 days of such commencement, (vi) becomes subject to a judgment or similar action against a substantial portion of its properties, which action has not been released within 30 days after being issued or levied (vii) acquiesces in the appointment of a receiver or similar person for itself or a significant portion of its property.

Remedies. On the occurrence of a Payment Default, the Party that is not the Defaulting Party (the “**Non-Defaulting Party**”) may suspend performance of its obligations under this Agreement if such Payment Default is not cured by the Defaulting Party within 10 days following receipt of written notice of such Payment Default. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement immediately upon written notice to the Defaulting Party following expiration of the foregoing 10 day period. On the occurrence of an Event of Default other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, following the Defaulting Party’s failure to cure the Event of Default within 30 days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such 30 day cure period will be extended if and to the extent reasonably necessary to cure the Event of Default, if (a) the Defaulting Party initiates such cure with the 30 day period and continues such cure to completion and (b) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Event of Default. Nothing herein will limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become an Event of Default.

Force Majeure Event. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement (other

than a payment obligation) because of events which are beyond the affected Party’s reasonable control and do not result from such Party’s negligence (a “**Force Majeure Event**”), that Party will be excused from performing those obligations affected by the Force Majeure Event (but only to the extent so affected), provided that: (a) the affected Party gives the other Party prompt written notice fully describing the particulars of the occurrence; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event; and (c) the affected Party uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

No Warranty. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Further Assurances. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement, including arranging for the consent of the holders of any mortgages on your Property.

Assignment. You may not assign this Agreement without our prior written consent, which consent may not be unreasonably withheld or delayed. Provider may, without your consent, (a) assign, mortgage, pledge or collaterally assign its interests in this Agreement to any lender or similar person providing financing for its business or affiliate’s business, (b) assign this Agreement to its affiliate, or (c) assign this Agreement to any party succeeding all or substantially all of its assets or to any party that owns the Community Solar Project. This Agreement is binding on and inures to the benefit of the successors and permitted assignees and may continue in full force and effect as an obligation of your estate upon your death or disability.

Amendments and Waivers. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the Party against whom the waiver or Amendment is being enforced. Your or our failure to enforce any term of this Agreement will not be deemed to be a waiver. Your or our exercise of any right or remedy under this Agreement will not constitute a waiver of any other right or remedy provided in this Agreement or by applicable law. Any waiver of a default or other matter under this Agreement will not, unless otherwise expressly stated in writing, waive any subsequent default or other matter.

Severable Provisions. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions of this Agreement will remain in full force and effect.

Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties and supersedes all prior or

contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

Not a Utility, Electricity Supplier or Broker. You acknowledge that we are not, and that our services to you and sale of VDER Credits under this Agreement will not cause us to become, an electric utility, a generation company, an aggregator or supplier, an energy marketer or energy broker, as those terms are defined in under New York law. If we are reasonably likely to become subject to regulation, then you agree to cooperate and assist us and restructure our relationship under this Agreement to preserve the parties relative economic interests and ensuring that we do not become subject to any such regulation. If we are unable to agree upon the terms of such restructuring, we will have the right to terminate this Agreement without liability.

Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction, irrespective of the places of execution or of the order in which signatures of the Parties are affixed or of the place of performance.

Binding Arbitration. To the extent permitted by applicable law, the Parties hereby agree all disputes or claims between them, including any arising under this Agreement will be settled at the election of either party without the consent of the other Party by binding arbitration administered by the American Arbitration Association (the “AAA”) regardless of the legal or equitable basis for such claim or the type of relief being sought. Neither you nor we agree to any arbitration on a class or representative basis and no arbitrator will have the authority to proceed on such a basis for any claim arising under this Agreement. IN THE ABSENCE OF THE AGREEMENT TO ARBITRATE IN THIS SECTION, EXCEPT IN CONNECTION WITH ANY CLASS ACTION, YOU AND WE MAY HAVE HAD A RIGHT TO BRING A DISPUTE OR CLAIM UNDER THIS AGREEMENT IN COURT OR BEFORE A JUDGE OR JURY. CERTAIN RIGHTS THAT YOU MAY HAVE HAD IN COURT MAY BE MORE LIMITED. EXCEPT AS PROVIDED IN THIS SECTION AND IN THE AAA RULES AND REGULATIONS, THE PARTIES HEREBY WAIVE SUCH RIGHTS. You may obtain information about initiating a claim with the AAA and copies of the current rules by contacting the AAA at 335 Madison Avenue, New York NY 10017-4605, www.adr.org, or 800-778-7879.

Limitations of Liability. NEITHER WE NOR OUR EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF OUR OR THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE MOST RECENT MONTHLY PAYMENT MADE BY YOU UNDER THIS AGREEMENT AS OF THE DATE THAT THE EVENTS THAT FIRST GAVE RISE TO SUCH LIABILITY OCCURRED OR THE PREVIOUS MONTHS’ PAYMENTS PRECEDING THE DATE THAT THE EVENTS THAT FIRST GAVE RISE TO SUCH LIABILITY OCCURRED. THE PROVISIONS OF THIS SECTION WILL APPLY WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT LIMIT OUR INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS SET FORTH BELOW.

Indemnity. To the fullest extent permitted by law, ELP Myer Solar LLC shall indemnify, and hold harmless the Customer and its agents and employees from and against all claims, damages, losses or expenses arising out of or resulting from any violation of applicable law or

CONFIDENTIAL

regulation by ELP Myer Solar LLC or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of this Agreement, including any violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law, except to the extent such liability is caused by the negligence or willful misconduct of the Customer or its officers, officials, employees, agents or volunteers. If such damage results in part from the negligence of another party, ELP Myer Solar LLC shall be liable only to the extent of its proportional negligence.

Attachment 1

Consent to Receive Electronic Communications

This policy describes how Provider delivers communications to you electronically. We may amend this policy at any time by sending you a revised version of the policy. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with thirty (30) days prior notice by posting notice of the change on our website.

Electronic delivery of communications

You agree and consent to receive electronically all communications, agreements, documents, billing statements, notices and disclosures (collectively, "Communications") that we provide in connection with your Community Solar Subscription Agreement or your Community Solar Project.

We will provide these Communications to you by emailing them to you at the primary email address provided by you in your Community Solar Subscription Agreement.

You may withdraw your consent to receive Communications electronically by writing to us at [], or by contacting us via the e-mail address provided in your Community Solar Subscription Agreement.

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by U.S. mail to the address you provided in your Community Solar Subscription Agreement.

It is your responsibility to keep your primary email address up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

Agreed and Accepted:

Signature: _____

Name: _____

Date: _____

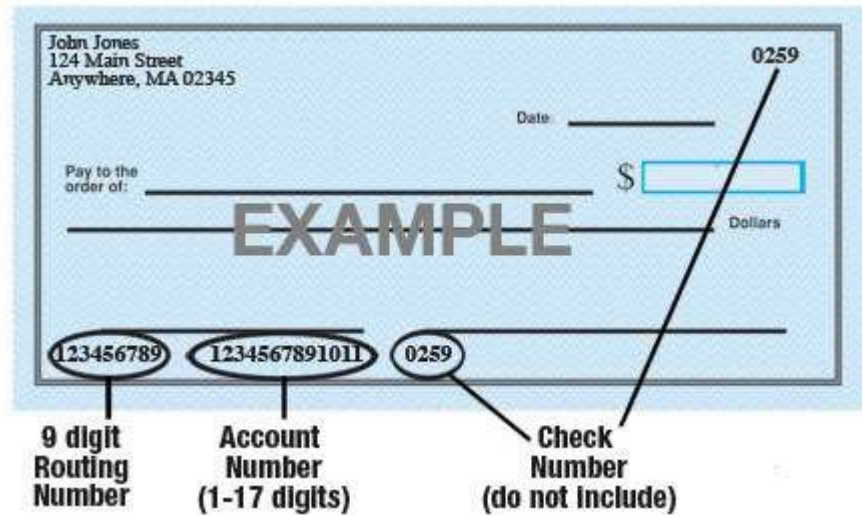
Attachment 2
Direct Deposit Authorization Form

Please print and complete the information below.

Name on Bank Account: _____

Address associated with bank account: _____

City, State, Zip code: _____



Name of Bank: _____

Account #: _____

9-Digit Routing #: _____

Type of Account: Checking Savings (Circle One)

Sender is hereby authorized to directly deposit my pay to the account listed above. This authorization will remain in effect until I modify it or cancel it in writing.

Signature: _____

Date: _____

Attachment 3

Community Solar Subscription Agreement

– Form of Notice of Cancellation –

Under New York Law, You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be its main office or branch thereof, provided you notify the seller in writing at its main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement. Two copies of a form of cancellation are provided below.

<u>NOTICE OF CANCELLATION (YOUR COPY)</u>	<u>NOTICE OF CANCELLATION (OUR COPY)</u>
DATE OF TRANSACTION: [_____] (DATE)	DATE OF TRANSACTION: [_____] (DATE)
YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.	YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.
IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.	IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.
IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR PLACE OF BUSINESS, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.	IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR PLACE OF BUSINESS, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.
IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.	IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.
TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM	TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM
TO []	TO []
AT []	AT []
NOT LATER THAN MIDNIGHT OF _____. (DATE)	NOT LATER THAN MIDNIGHT OF _____. (DATE)
I HEREBY CANCEL THIS TRANSACTION. _____ (DATE)	I HEREBY CANCEL THIS TRANSACTION. _____ (DATE)
_____ (BUYER'S SIGNATURE)	_____ (BUYER'S SIGNATURE)

Consent Regarding Telephone and Electronic Communications

Without limiting any of our other rights or the rights of Provider, or any person or entity acting on Provider's behalf (collectively, "Project Participants") may have, I consent to the Project Participants (and/or any person or entity acting on the Project Participants behalf or servicing the Agreement for the Project Participants) communicating with me, in connection with the Community Solar Project or this Agreement, using any telephone number, email address, or other contact information that I provided to you or any other Project Participant, or using any telephone number, email address, or other contact information that I provide in the future, or using any telephone number, email address, or other contact information that the persons listed any materials I have provided to you or any of the Project Participants now or in the future.

Any Project Participant may communicate with me using any current or future means of communication, including but not limited to: automated telephone dialing equipment, as defined by law, the FTC, or the FCC; artificial or pre-recorded voice messages; telephone or other electronic facsimile machine; SMS or text messages; and email directed to me at a mobile telephone service, or email otherwise directed to me. Any Project Participant may use such means of communication even if I will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

I agree to be contacted by Project Participants at the following phone numbers:

_____ including my wireless number if provided, to receive offers related to the Project Participants products or services. Contact methods may include phone calls generated from an automated telephone dialing system or text messaging. I understand that I am not required to provide consent for these communications as a condition of purchasing any products or services from Project Participants.

Agreed and Accepted:

Signature: _____

Name: _____

Date: _____

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Authorizing Acceptance of Sewer Pump Station Easement Agreement with the Metropolitan Transportation Authority

ATTACHMENTS

Resolution Authorizing Acceptance of Sewer Pump Station Easement Agreement with the Metropolitan Transportation Authority

Memorandum from the City Attorney's Office to City Council Regarding the West Main Pump Station Easement

Exhibit A to Memorandum to City Council

Grant of Sewer Pump Station Utility Easement



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2021

RESOLUTION AUTHORIZING ACCEPTANCE OF SEWER PUMP STATION
EASEMENT AGREEMENT WITH THE METROPOLITAN
TRANSPORTATION AUTHORITY

WHEREAS, the City of Beacon currently operates a sewer pump station at 2 West Main Street which is located on land owned by the City, known and designated as tax parcel 5954-25-56695; and

WHEREAS, the City of Beacon wishes to construct a new sanitary sewer pump station on property located immediately adjacent to the existing structure which is owned by the Metropolitan Transportation Authority (the "MTA") and designated as a portion of tax parcel 5954-25-566952 (the "Property"); and

WHEREAS, the MTA wishes to provide the City with a written easement to allow the City to construct, access, operate, repair and maintain sanitary sewer lines, including pump stations, on the Property; and

WHEREAS, the proposed action is an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA").

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby adopts the annexed Negative Declaration with respect to the acceptance of the Sewer Pump Station Utility Easement, and finds that, based upon the information contained in the attached short Environmental Assessment Form ("EAF"), the proposed action will not have any significant adverse impacts on the environment, and no further environmental review is required; and

BE IT FURTHER RESOLVED THAT, the City Council hereby authorizes the City Administrator to execute the attached Sewer Pump Station Utility Easement for the construction, operation, maintenance and repair of sanitary sewer lines, including pump stations, along with all documents as may be necessary for the recording of such Easement Agreement, subject to review and approval by the City Attorney and City Engineer.

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>				
Amendments							2/3 Required
Not on roll call.			On roll call				3/4 Required
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

- Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868
- Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120
- New York City Office
505 Park Avenue
New York, NY 10022
Phone 646.794.5747

MEMORANDUM

TO: Mayor Lee Kyriacou and Beacon City Council

FROM: Keane & Beane, P.C.

RE: Lower Main Street Pump Station Easement

DATE: April 8, 2021

PROPOSED ACTION BY CITY COUNCIL: Acceptance of Sewer Pump Station Utility Easement (the “Pump Station Easement”) from the Metropolitan Transportation Authority (the “MTA”).

Our office and the City’s consulting engineer, John Russo, have engaged in a number of conversations with the MTA team regarding the terms of the Pump Station Easement, and the document itself has been subjected to significant negotiation and revision. It is our recommendation that the Pump Station Easement be approved.

If the Pump Station Easement is acceptable to the City Council, a resolution will be prepared for the Council to accept the Pump Station Easement and authorize the City Administrator to execute same, together with any ancillary forms necessary to allow the Pump Station Easement to be recorded in the Dutchess County Clerk’s Office.

BACKGROUND

The City currently operates a sewer pump station at 2 West Main Street, which is located on land owned by the City (Tax Parcel 5954-25-566952). It’s been determined that this existing station needs to be rehabilitated. Renovations of the existing structure will only result in limited improvement in capacity. The City has therefore placed construction of a new pump station in the approved 2021 Capital Plan and authorized plans to construct this new pump station immediately adjacent to the existing structure. These lands are owned by the MTA. It is accordingly necessary to obtain an easement from the MTA allowing the City to construct, access, operate, repair, and maintain the new pump station.

THE EASEMENT TERMS

Purchase Price: The MTA is fortunately not requiring any fee be paid to them in consideration of the grant of the Pump Station Easement.

Location: As stated above, the new pump station will be located on an immediately adjoining parcel owned by the MTA (a portion of Tax Lot 5954-25-549980) – see the

survey annexed hereto as Exhibit “A”. The area on which the pump station will be constructed is approximately 0.065 acres, and there is additionally a non-exclusive access easement over the +/-0.053 acre tract between the bed of West Main Street and the aforesaid pump station area.

Entry Permit Requirement: Prior to commencing construction of the new pump station, the City is required to obtain an entry permit from the MTA. This is a rigorous process involving satisfying the MTA’s extensive insurance credentialing requirements and submitting various plans and specifications. Once obtained, the initial Entry Permit will last for the duration of the construction period, and will cover all of the City’s contractors. Should any significant construction activity occur at the pump station site in the future, a new Entry Permit will need to be obtained. However, the Pump Station Easement provides that routine inspections and maintenance, including pump replacement, so long as no lift, crane or similar equipment is utilized, may be conducted without an Entry Permit. Further, no Entry Permit is required in the event of emergency site work, although the City is obligated to notify the MTA of their activities immediately, and to obtain an Entry Permit as soon as practicable thereafter.

Rights Conferred: Subject to the Entry Permit requirements, the City has the right to construct, reconstruct, operate, maintain, repair, replace and inspect the sewer pump station and the underground pipes, conduits and related infrastructure for the transportation of sewage to and from the “Pump Station Area” shown on the survey, together with a right to access said Pump Station through the area on the survey labeled “Ingress/Egress Access Area.”

Obligations Assumed: The City has the duty to maintain the pump station and the easement area generally, and to restore any disturbance or damage to the MTA lands caused by the City’s activities. Further, the City indemnifies MTA and MTA-related parties against all losses, claims, etc. arising from the City or City contractor’s entry upon, occupancy or use of MTA property, including but not limited to any environmental contamination caused by the City. Finally, before commencing any improvements, the City must demonstrate to the satisfaction of the MTA, as evidenced by MTA’s written confirmation, that the City has complied with NY lien law by establishing a public fund to finance the costs of such improvements.

Duration: The Pump Station Easement will “run with the land” indefinitely, so long as the City abides by the terms of the easement and does not abandon the site.

Exhibit “A”
Survey

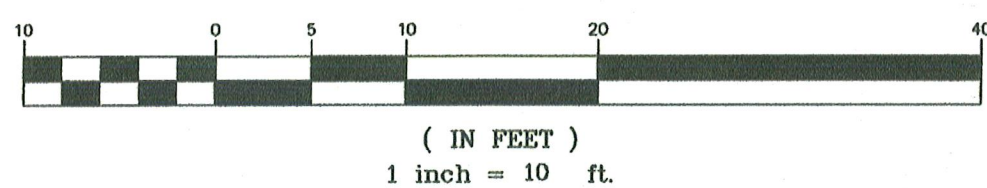
Annexed Hereto

NOTES:

- THIS SURVEY IS SUBJECT TO ANY FINDINGS OF A TITLE SEARCH.
- SUBSURFACE STRUCTURES AND UTILITIES NOT VISIBLE AT THE TIME OF SURVEY HAVE NOT BEEN SHOWN.
- REFERENCES:
MAP ENTITLED "SUBDIVISION PLAN LANDS OF JDC REALTY CORPORATION, MAIN & BRANCH STREET, CITY OF BEACON, DUTCHESS COUNTY, NEW YORK," DATED SEPTEMBER 28, 1990, LAST REVISED OCTOBER 24, 1990 AND FILED IN THE DUTCHESS COUNTY CLERK'S OFFICE ON FEBRUARY 25, 1991 AS MAP NO. 9192.

MAP ENTITLED "FISHKILL LANDING NORTH, CITY OF BEACON, DUTCHESS COUNTY, NEW YORK," DATED SEPTEMBER 22, 1983, LAST REVISED APRIL 5, 1984 AND FILED IN THE DUTCHESS COUNTY CLERK'S OFFICE ON MAP 10, 1984 AS MAP NO. 6889.
- TOPOGRAPHY SHOWN IS FROM AN ACTUAL FIELD SURVEY COMPLETED ON MAY 20, 2019. CONTOUR ELEVATIONS ARE IN NAVD 88 DATUM.
- MAP BEARINGS AND NORTH IS BASED ON LIBER 1931 OF DEEDS AT PAGE 225.

GRAPHIC SCALE



RECORD OWNER:

CITY OF BEACON
1 MUNICIPAL PLAZA
BEACON, NEW YORK 12508
TAX LOT: 5954 - 25 - 566952

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LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

P.O. Box 687, Rt. 207
Goshen, N.Y. 10924
(845) 594-3700

SURVEY PREPARED FOR

**LOWER MAIN STREET
PUMP STATION**

CITY OF BEACON
DUTCHESS COUNTY, NEW YORK

Drawn By: MJR Checked By: Scale: 1" = 10' Tax Map No.: 5954 - 25 - 566952 Drawing No.: C - 19 - 5861 - 01

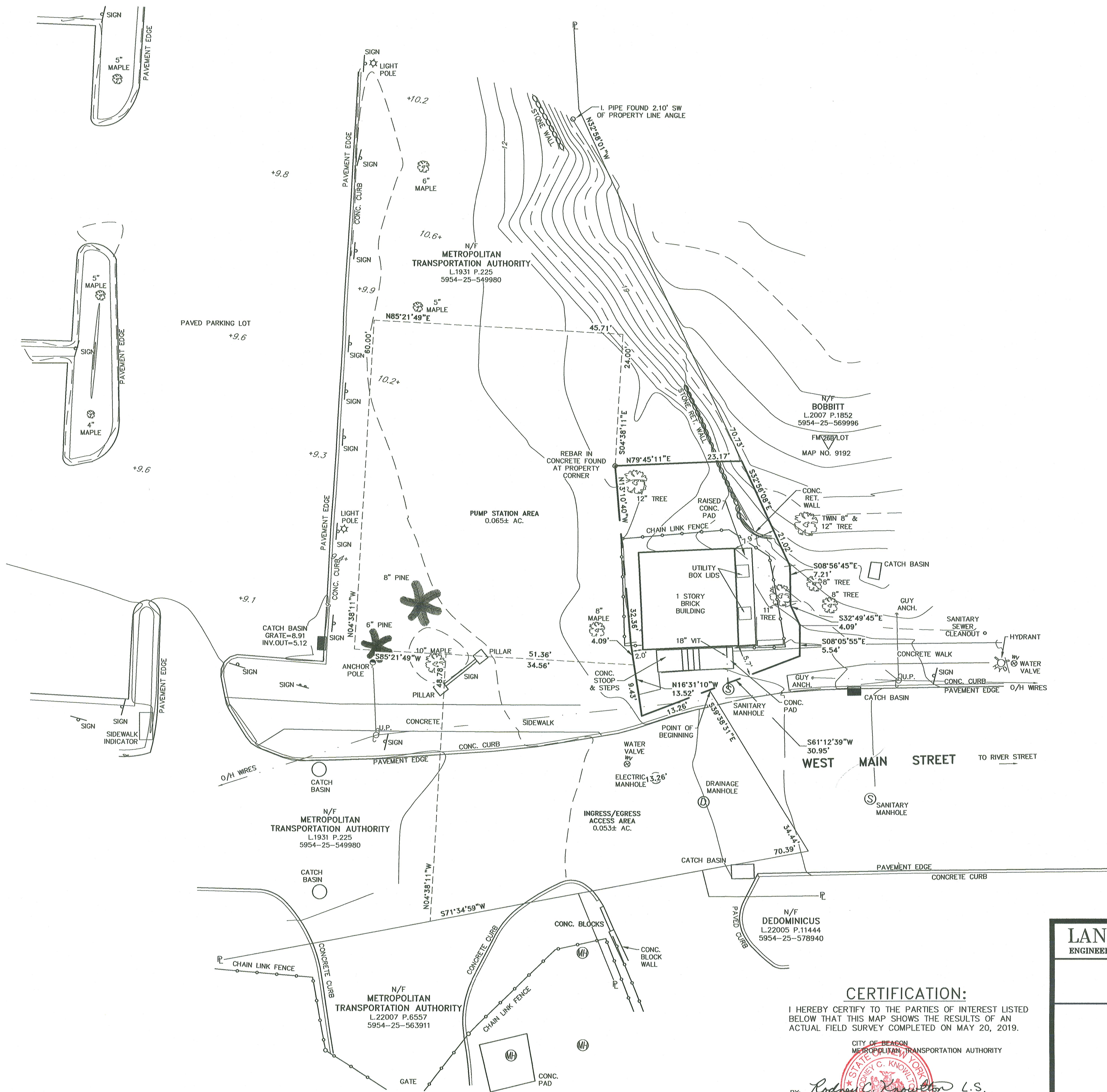
CERTIFICATION:

I HEREBY CERTIFY TO THE PARTIES OF INTEREST LISTED BELOW THAT THIS MAP SHOWS THE RESULTS OF AN ACTUAL FIELD SURVEY COMPLETED ON MAY 20, 2019.

CITY OF BEACON
METROPOLITAN TRANSPORTATION AUTHORITY
BY: *Rodney C. Knowlton* L.S.
RODNEY C. KNOWLTON, L.S.
NEW YORK STATE LICENSE NO. 60276

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UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209-2 OF THE NEW YORK STATE EDUCATION LAW.



GRANT OF SEWER PUMP STATION UTILITY EASEMENT

THIS GRANT OF SEWER PUMP STATION UTILITY EASEMENT (this “Easement”) made this _____ day of _____, 2021, by and between the METROPOLITAN TRANSPORTATION AUTHORITY, a public benefit corporation of the State of New York with offices at 2 Broadway, New York, New York 10004 (“Grantor”) and the CITY OF BEACON, a New York municipal corporation with offices at City Hall, 1 Municipal Plaza, Beacon, New York 12508 (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in the City of Beacon, County of Dutchess and State of New York, as more particularly described in Schedule “A” annexed hereto and made a part hereof (the “Property”); and

WHEREAS, Metro-North Commuter Railroad Company, a public benefit corporation of the State of New York and a subsidiary of Grantor (“Metro-North”) operates, among other things, a commuter railroad line serving, a northerly section of the greater New York City area known as the Hudson Line (the “Railroad”); and

WHEREAS, Grantee wishes to construct a sanitary sewer pump station on the Property and Grantor agrees to grant an easement for the construction, operation, maintenance and repair of sanitary sewer lines, including pump stations, with respect to certain portions of the Property and this Easement relates to a sanitary sewer pump station (the “Sewer Pump Station”);

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, releases and conveys unto Grantee an easement as follows:

1. GRANT OF EASEMENT

Subject to the terms, conditions and limitations set forth in this Easement, Grantor hereby grants unto Grantee; (i) an easement in, on, under and through all those portions of the Property labeled “Pump Station Area” (the “Pump Station Area”) on the survey annexed hereto and made a part hereof as Schedule B (the “Survey”) and described in Schedule B-1 hereto, for the purposes of constructing, operating, maintaining, repairing, reconstructing, replacing and inspecting the Sewer Pump Station and the underground pipes, conduits and related appurtenances for the transportation of sewage to and from the Pump Station Area through the Easement Area (collectively, the “Permitted Uses”); and (ii) the right of ingress and egress in, on, under and through all those portions of the Property labeled “Ingress/Egress Access Area” (the “Access Area”) on the Survey, and described in Schedule B-1 hereto, to and from the Pump Station Area for persons, motor vehicles and construction equipment necessary to perform the aforesaid Permitted Uses.

2. PROHIBITION OF STRUCTURES

Grantor is hereby prohibited from constructing and/or maintaining any type of permanent structure on the surface of the Easement Area without Grantee’s permission, which permission shall not be unreasonably withheld, conditioned or delayed; provided, however, that the foregoing shall not restrict Grantor’s use of the existing sign on the Easement Area, including, without limitation, modifications or additions thereto and the display thereon.

3. RESTORATION

All areas disturbed by exercise of the easement conferred herein shall be restored by Grantee, as soon as reasonably practicable following such disturbance and at Grantee’s expense, to the condition that existed prior to the disturbance.

4. DURATION

The provisions of this Easement shall be covenants running with the land as long as this Easement is in place and is in full force and effect and shall bind and inure to the benefit of Grantee's and Grantor's respective successors and assigns, unless terminated pursuant to the provisions hereof. In the event this Easement is abandoned by Grantee, or terminated by Grantor in accordance with the terms hereof, Grantee agrees to, upon request of Grantor, promptly execute such instruments in recordable form as Grantor shall reasonably request to terminate this Easement of record.

5. MODIFICATION

This Easement shall not be modified unless any such modification is approved by Resolution of the City Council of the City of Beacon and accepted in a writing executed and acknowledged by Grantor and Grantee, or their respective representatives, successors and/or assigns, and recorded in the Office of the Dutchess County Clerk.

6. ENTRY PERMIT

Notwithstanding the fact that the access over the Property is granted by this Easement, Grantee must obtain an entry permit (the "Entry Permit") from Metro-North Commuter Railroad Company ("Metro-North") at any time it wishes to enter the Easement Area, including but not limited to, any entry onto the Easement Area for the performance of the work for, and any repair or rebuilding of, the Sewer Pump Station; provided, however, that an Entry Permit shall not be required for Grantee's access to the Easement Area for routine inspection and maintenance that does not involve construction work. The parties agree that replacement of pumps within the Sewer Pump Station, to the extent performed within the fenced-in Pump Station Area without the use of any lift or crane, or other similar construction machinery or equipment, shall constitute routine

maintenance, and not require an Entry Permit. Further, an Entry Permit shall not be required in advance for access to the Easement Area to perform emergency repairs. In the event such emergency repairs involve construction work, Grantee shall provide notice by telephone as soon as practicable and shall limit construction activities to those required to address the emergency condition(s) until such time as an Entry Permit is obtained. In connection with obtaining an Entry Permit, Grantee must comply with the requirements of Metro-North for projects in effect at the time of the proposed entry. Metro-North's current (1) general procedure for access to Railroad property is set forth in Exhibit "A", attached hereto and made a part hereof, and (2) requirements for architectural drawings are set forth in Exhibit "B", attached hereto and made a part hereof.

7. ENFORCEMENT

Grantee shall have the right to enforce these covenants, restrictions and easements by proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Easement, to restrain violation, to require specific performance and/or to recover damages, to enforce or foreclose any lien created by these covenants and to recover any legal fees incurred in connection with the foregoing. Failure by Grantee to enforce any provision of this Easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. MAINTENANCE

Grantee, for itself and its successors and assigns, does hereby agree that maintenance of the Easement Area shall be the responsibility of Grantee at its sole cost and expense. In the event the Easement Area is disturbed or damaged by acts of the Grantor in any way, Grantor shall at its sole cost and expense restore the Easement Area to as near a condition as such area was prior to such disturbance.

9. INDEMNIFICATION

Grantee shall indemnify, defend (with counsel approved by Grantor) and hold harmless each of the parties listed at Section B of Schedule "C" annexed hereto and made a part hereof and the State of New York and their respective agents, servants, directors, officers and employees existing currently or in the future and successors thereof (collectively, the "Indemnitees") from and against any and all losses, damages, detriments, suits, claims, demands, costs and charges, including attorneys' fees and disbursements, which any or all of the Indemnitees may directly or indirectly suffer, sustain or be subjected to arising in whole or in part, directly or indirectly, by reason of or in connection with, Grantee's or its contractor's entry upon, occupancy or use of Grantor's property (including the Easement Area) or the activities or presence thereon of Grantee or its contractor, whether such loss or damage be suffered or sustained by any or all of the Indemnitees, directly or by other persons (including employees of any or all of the Indemnities or corporations who may seek to hold any or all of the Indemnitees liable therefor) including third party claims on account of injury or death of any person(s) whatsoever or damage to any property owned by or in the care, custody or control of Grantor (or any of their respective affiliates or subsidiaries) and whether attributable in whole or in part directly or indirectly, to the fault, failure or negligence of Grantee or its contractor. The obligations of Grantee under this Section 9 shall survive the termination of this Easement. Grantor shall give written notice of any asserted claim or suit for which indemnification is requested under this Easement and shall cooperate in the defense of such claim or suit. Grantee shall not settle any claim or related action required to be defended pursuant to this Section 9 without the prior written consent of the related Indemnitee.

10. ENVIRONMENTAL

Grantee does hereby agree to release, indemnify, defend (with counsel approved by Grantor) and hold harmless the Indemnitees from and against any and all claims, damages

(personal and property), fines, causes of action, judgments, penalties, costs and expenses (including, without limitation attorneys', consultant(s) and expert fees), liabilities, losses and awards of any kind or nature whatsoever regarding the presence, use, generation, or remediation of, any Hazardous Substance (as hereinafter defined) arising or resulting from, or in connection with, the use or occupancy of the Easement Area, or any other work or activity undertaken by any person or entity (including without limitation any construction, or maintenance work) by or on behalf of Grantee in connection with the Easement or the improvements constructed and maintained by Grantee on the Easement Area, whether or not occurring on the Easement Area, and will not seek contribution from the Indemnitees towards the costs Grantee has or may in the future incur in connection with remediation of any Hazardous Substance. This Release and Indemnification includes without limitation any and all costs incurred because of any investigation of the Easement Area or any clean-up, removal or restoration required or requested by a federal, state or local agency or political subdivision or by any organized labor group, including without limitation, any such costs associated with the contamination of adjacent property or groundwater arising out of any environmental contamination on or emanating from the Easement Area as a result of Grantee's activities on or near the Easement Area. As used herein, "Hazardous Substance" means (i) any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of New York or the United States government: (ii) any "hazardous waste," "extremely hazardous waste," "hazardous substance," "toxic substance," "hazardous material," "pollutant," or "contaminant," as defined in state, federal or local law; or (iii) any substance whose presence could be detrimental to the Easement Area, or hazardous to health or the environment, regardless of source, including but not limited to radioactive materials, including radon, natural gas, natural gas liquids (all of the foregoing gas called "Natural Gas

Products”), liquefied natural gas, synthetic gas or mixtures of Natural Gas Products and synthetic gas, lead, asbestos containing materials, polychlorinated biphenyls (“PCBs”), cutting oil, diesel, gasoline, oils and all other petroleum products. This paragraph 10 will survive the termination and/or revocation of this Easement.

11. SEVERABILITY

Should any term or provision of this Easement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

12. INSURANCE

a. At all times during the effectiveness of this Easement, Grantee shall comply with the obligations set forth in Schedule “C” annexed hereto, to the extent applicable, as determined by Grantor, including, without limitation, procuring or causing to be carried, at its sole cost and expense or that of its contractor, and maintaining in force at all times during the effectiveness of this Easement, policies of insurance in accordance with the terms set forth in Schedule “C”. The parties agree that the Railroad Protective Liability Insurance described in Schedule “C”, Section “A”, Paragraph 7 shall not be required with respect to work performed within the Pump Station Area, unless it requires activity within fifty (50) feet of the tracks. To the extent that Grantee is satisfying any of the indemnification and/or insurance requirements hereunder through its contractor, Grantee shall cause each such contractor to sign and deliver to Grantor an agreement of indemnification and insurance in the form annexed to this Easement as Schedule “D”.

b. Prior to the execution of this Easement, copies of current certificates of insurance evidencing the insurance coverage required by this Easement shall be delivered to Grantor. During

any entry onto Grantor's property (including the Easement Area) by Grantee or any party acting on Grantee's behalf pursuant to this Easement, Grantee shall require its contractor(s) to supply to Grantor, for approval before any work is begun, proof of the insurance coverages set forth in Schedule "C" annexed hereto.

c. The minimum amounts of insurance required in this Agreement shall not be construed to limit the extent of Grantee's liability under this Agreement.

d. Grantee further agrees to provide, at Grantee's sole cost and expense, such increased or expanded insurance coverage as Grantor may, from time to time, deem appropriate.

e. Grantee shall secure an appropriate clause in, or endorsement upon, each insurance policy obtained by and covering or applicable to the Easement Area or the personal property, fixtures, and equipment located therein, pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to the Indemnites. Grantee hereby releases the Indemnites in respect of any claim (including a claim for negligence) which it might otherwise have against the Indemnites for loss, damage, or destruction with respect to Grantee's property by fire or other casualty occurring during the effectiveness of this Agreement.

f. The insurance required to be carried by Grantee pursuant to the provisions of this Agreement may, at Grantee's option, be effected by so-called "blanket", "wrap-up" and/or "master" policies issued to Grantee covering the Easement Area and other properties owned or leased by Grantee, provided such policies (i) otherwise comply with the provisions of this

Agreement, and (ii) by endorsement, allocate to the Easement Area the specified coverage and limits of coverage herein required for all insureds required to be named as insureds hereunder.

g. If, at any time during the effectiveness of this Agreement, insurance as required hereunder is not in effect, or proof thereof is not provided to Grantor, Grantor, without any liability to Grantee, shall have the option to: (i) direct Grantee to immediately suspend work or operation with no additional cost or extension of time due on account thereof, or (ii) treat such failure as a breach of this Agreement; and Grantor may, at its option, in addition to and without limiting any of Grantor's rights and remedies against Grantee under this Easement at law or in equity, immediately terminate this Easement, and in such event, all the rights and privileges of Grantee hereunder shall thereupon immediately cease and terminate.

13.. CONSTRUCTION

This grant shall not be construed in any way nor is it intended to convey any interest in the land nor any right upon the surface of said property or under or above the ground in the aforementioned parcel of land except for the purpose stated above.

14. NOTICES

Except as otherwise expressly provided in this Easement, all notices, demands, requests, submissions or other communications which are required to be given under this Easement shall be in writing and shall be given either by hand delivery against a receipt or by U.S. Certified Mail, Return Receipt Requested, postage pre-paid or by reputable overnight courier service, via next business day delivery, addressed as follows:

To Grantor:

Metropolitan Transportation Authority,
2 Broadway, 4th Floor
New York, New York 10004,
Attention: Director, Real Estate Transactions and Operations

With a copy to:

Metropolitan Transportation Authority,
2 Broadway, 20th Floor
New York, New York 10004,
Attention: General Counsel.

To Grantee:

City of Beacon
City Hall
1 Municipal Plaza
Beacon, New York 12508

With a copy to:

Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Attn: Nicholas M. Ward-Willis, Esq.

15. MISCELLANEOUS

- (a) Grantor has full right and lawful authority to make the grant contained herein.
- (b) This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.
- (c) This Easement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated herein.
- (d) Grantor agrees to fully cooperate with Grantee to adjust and/or correct for any

clerical errors herein, including but not limited to the re-execution of this Easement, or the execution of any further documentation necessary for this Easement to be recorded in the Office of the Dutchess County Clerk.

- (e) If Grantee shall discontinue using the Pump Station Area for the Permitted Uses for a period in excess of two (2) consecutive years, then Grantee's rights hereunder shall be forfeited and the Easement Area shall revert to Grantor and this Easement shall no longer be in full force and effect.

16. NO ASSIGNMENT OR TRANSFER BY GRANTEE

In recognition of the requirements of Section 2897 of the Public Authorities Law, Grantee expressly agrees that Grantee will not transfer the interest in the Easement Area granted hereunder and that the interest in the Easement Area granted hereunder and use thereof shall remain with Grantee.

17. CONSIDERATION

The consideration payable by Grantee to Grantor for the interest granted hereunder is One and 00/100 Dollars (\$~~00~~1.00), payment waived.

18. LIEN LAW

- (a) Prior to Grantee making any improvements of the Property pursuant to this Easement or in connection with construction of the Sewer Pump Station that have an estimated cost in excess of two hundred fifty thousand dollars (an "Eligible Improvement"), Grantee shall demonstrate to the satisfaction of the Grantor that it has complied with the requirements set forth in Section 5 of Article 2 of the New York Lien Law by either (i) establishing a public fund to finance the costs of such improvement(s), or, if no such public fund is established, (ii) posting, or causing to be posted, a bond or other form of undertaking (an "Undertaking") acceptable to Grantor guaranteeing

prompt payment of moneys due to Grantee's contractor or contractors (the "Eligible Improvement Contractor") performing such Eligible Improvement, such Eligible Improvement Contractor's subcontractors and to all persons furnishing labor or materials to the Eligible Improvements Contractor or its subcontractors in the prosecution of the Eligible Improvement.

(b) Grantee shall not commence work on any Eligible Improvement until Grantee has obtained written confirmation from Grantor, the delivery of which shall not be unreasonably withheld or delayed by Grantor, that Grantee has met its obligations under Section 18(a) above.

19. GRANTOR'S RESERVED RIGHTS

(a) Grantee hereby acknowledges that Grantor's primary purpose and obligation is to operate the Railroad. The rights and privileges hereby granted shall be exercised by Grantee subject at all times to the prior and paramount right of Grantor, in its absolute discretion, to operate the Railroad according to the requirements and exigencies of the public interest and the business of Grantor.

(b) Grantor reserves the right to make such improvements to the Easement Area as it deems necessary for the operation of the Railroad, provided that such improvements shall not materially obstruct or materially adversely affect the use of the Easement Area.

20. RECORDATION

Grantee shall be solely responsible for recording this Easement at Grantee's sole cost and expense. Grantor shall reasonably cooperate with Grantee and execute and deliver any and all documentation reasonably required to accomplish said recordation.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first appearing above, intending the same to be recorded in the Office of the Dutchess County Clerk.

METROPOLITAN TRANSPORTATION CITY OF BEACON
AUTHORITY

By: _____
David Florio

By: _____
Christopher White, City Administrator

Title: Director, Real Estate Transactions
and Operations, Authorized Signatory

STATE OF NEW YORK }
 }s.s.:
COUNTY OF NEW YORK }

On the _____ day of _____ in the year 2021, before me, the undersigned, a notary public in and for said state, personally appeared DAVID FLORIO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK }
 }s.s.:
COUNTY OF DUTCHESS}

On the _____ day of _____ in the year 2021, before me, the undersigned, a notary public in and for said state, personally appeared CHRISTOPHER WHITE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TAX DESIGNATION:

Section: 5954
Block: 25
Lot 549980
City of Beacon

RECORD AND RETURN TO:

Nicholas M. Ward-Willis, Esq.
Keane & Beane, P.C.
445 Hamilton Avenue
Suite 1500
White Plains, New York 10601

SCHEDULE “A” – DESCRIPTION OF THE PROPERTY

SCHEDULE “B” – THE SURVEY

SCHEDULE "B-1" – METES AND BOUNDS DESCRIPTION

OF PUMP STATION AREA AND ACCESS AREA

PUMP STATION AREA

All that certain plot, piece or parcel of land, situate in the City of Beacon, County of Dutchess, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point marked by a rebar set in concrete being the northwesterly corner of lands now or formerly City of Beacon (Tax Lot 5954-25-566952);

THENCE running along a portion of the westerly line of lands of said City of Beacon, being a portion of the easterly line of lands herein described on the following two (2) courses and distances:

(1) South 13 degrees, 10' 40" East, as per Liber 1931 of Deeds at Page 225, a distance of 32.36 feet; and

(2) South 16 degrees, 31' 10" East, a distance of 4.09 feet, to a point being the southeasterly corner of lands herein described;

THENCE running through lands now or formerly Metropolitan Transportation Authority, being southerly, westerly, northerly and easterly lines of lands herein described on the following four (4) courses and distances:

(3) South 85 degrees, 21' 49" West, a distance of 51.36 feet, to a point being the southwesterly corner of lands herein described;

(4) North 04 degrees, 38' 11" West, a distance of 60.00 feet, to a point being the northwesterly corner of lands herein described;

(5) North 85 degrees, 21' 49" East, a distance of 45.71 feet, to a point being the northeasterly corner of lands herein described; and

(6) South 04 degrees, 38' 11" East, a distance of 24.00 feet, to the point or place of BEGINNING;

All as shown as a PUMP STATION AREA on a map entitled "Survey Prepared For Lower Main Street Pump Station, City of Beacon, Dutchess County, New York", dated May 23, 2019, last revised March 18, 2021, prepared by Lane & Tully Engineering and Surveying, P.C.

Containing 0.065± acres

Premises herein described being a portion of Tax Map Lot No. 549980, in Block 25, within Section 5954, as shown on the Tax Maps of the City of Beacon, Dutchess County, New York, dated 2018.

Premises herein described being a portion of the same premises as described in Liber 1931 of Deeds at Page 225, as filed in the Dutchess County Clerk's Office

Together with an ingress/egress access easement over lands now formerly Metropolitan Transportation Authority, being more particularly bounded and described as follows:

ACCESS AREA

BEGINNING at a point lying on the westerly line of lands now formerly City of Beacon being a northeasterly corner of lands herein described, said point being South 13 degrees, 10' 40" East, as per Liber 1931 of Deeds at Page 225 a distance of 32.36 feet, thence, South 16 degrees, 31, 10" East, a distance of 4.09 feet from a rebar in concrete being the northwesterly corner of lands of said City of Beacon;

THENCE running along a portion of the westerly line of lands of said City of Beacon being an easterly line of lands herein described;

(1) South 16 degrees, 31' 10" East, a distance of 9.43 feet, to a point being the southwesterly corner of lands of said City of Beacon;

THENCE running along a portion of the southerly line of lands of said City of Beacon being a northerly line of lands herein described,

(2) North 61 degrees, 12' 39" East, a distance of 13.26 feet, to a point being a northeasterly corner of lands herein described and a northwesterly corner of West Main Street;

THENCE running along a westerly line of said West Main Street, being the easterly line of lands herein described,

(3) South 39 degrees, 38' 31" East, a distance of 34.44 feet, to a point being the southeasterly corner of lands herein described and a southeasterly corner of lands now or formerly Metropolitan Transportation Authority;

THENCE running along a northerly line of West Main Street and continuing along a northerly line of lands now formerly Dedominicus and a portion of lands now or formerly Metropolitan Transportation Authority (Tax Lot 5954-25-563911), being the southerly line of lands herein described,

(4) South 71 degrees, 34' 59" West, a distance of 70.39 feet, to a point being the southwesterly corner of lands herein described;

THENCE running through lands of said Metropolitan Transportation Authority, being the westerly line of lands herein described,

(5) North 04 degrees, 38' 11" West, a distance of 48.78 feet, to a point being the northwesterly corner of lands herein described and lying on the southerly line of the previously described Pump Station Area;

THENCE running along a portion of the southerly line of lands of said Pump Station Area, being the northerly line of lands herein described,

(6) North 85 degrees, 21' 49" East, a distance of 34.56 feet, to the point or place of BEGINNING;

All as shown as an INGRESS/EGRESS ACCESS AREA on a map entitled "Survey Prepared For Lower MainStreet Pump Station, City of Beacon, Dutchess County, New York", dated May 23, 2019, last revised March 18, 2021 prepared by Lane & Tully Engineering and Surveying, P.C.

Containing 0.053± acres

Premises herein described being subject to any easements, rights-of-way, covenants or restrictions of record.

SCHEDULE “C”

Grant of Sewer Pump Station Utility Easement Agreement MTA/Grantor and City of Beacon /Grantee

SECTION A: INSURANCE REQUIREMENTS

I. Grantee’s Insurance

The Grantee at its sole cost and expense shall carry and maintain policies of insurance at all times during the term of this Easement as set forth below:

1. Workers’ Compensation Insurance as required by statute in the State in which the work will be performed. Employer’s Liability Insurance with limits of not less than \$1,000,000 bodily injury per accident; \$1,000,000 bodily injury per disease; and \$1,000,000 annual aggregate. For work conducted outside the State of New York, Employer’s Liability Insurance requires limits of not less than \$2,000,000 bodily injury per accident; \$2,000,000 bodily injury per disease; and \$2,000,000 annual aggregate and must provide proof that its Workers’ Compensation Insurance policy has been endorsed to include “Other States Coverage”.

- If Grantee leases one or more employees through the use of a payroll, employee management, or other similar company, then Grantee must procure worker’s compensation insurance written on an “if any” policy form, including an endorsement providing coverage for alternate employer/leased employee liability.
- If the work will involve, in whole or in part, work or operations on the navigable waters of the United States or on a flagged vessel, then Grantee shall obtain coverage pursuant to the Jones Act and/or the Longshoremen’s and Harbor Worker’s Compensation Act as applicable.

2. Commercial General Liability (“CGL”) Insurance covering claims for personal and advertising injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard, and shall be maintained for a period of at least five (5) after Final Completion, subject to the limitation of any applicable statute. The limits of such insurance shall renew annually and not be less than:

- a) \$2,000,000 each occurrence;
- b) \$4,000,000 aggregate for products-completed operations;
- c) \$4,000,000 general aggregate limit, which shall apply on a per project basis; and
- d) Additionally:
 - Primary General Liability limits may be satisfied by Umbrella / Excess insurance;

- The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work.
 - The policy shall not contain any of the following exclusions: subcontractor's exclusion; construction defect exclusion; leased worker exclusion; cross liability exclusion; crane exclusion; and demolition exclusion or "explosion, collapse and underground" exclusion.
 - The policy shall include independent contractor and contractor liability coverages.
 - Construction work taking place within 50 feet of a railroad must include:
 - Contractual Liability – Railroads CG 24 17 listing the Scheduled Railroad and Designated Job Site.
 - Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer's Liability Exclusion which may otherwise operate to exclude such coverage shall be removed.
3. **Business Automobile Liability Insurance** covering any owned, non-owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than \$2,000,000. If the work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, the Grantee shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.
4. **Umbrella/Excess Liability Insurance** with limits not less than \$10,000,000 written on an occurrence basis in excess of the limits indicated for Commercial General Liability, Employer's Liability, and Business Automobile Liability Insurance identified above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies shall be written on a "drop-down" and "following form" basis, with only such exceptions expressly approved in writing by the Grantor. The Products Completed operations hazard shall be maintained for a period of at least five (5) after Final Completion, subject to the limitation of any applicable statute.
5. **Pollution Legal Liability Insurance** with limits not less than \$5,000,000 those on a per location basis and in the aggregate. Policy shall remain in effect until the one year anniversary of the termination or expiration of the Contract, unless such Policy is renewed or replaced with a substantially similar policy with an expiration date not earlier than such one year anniversary. The policy must be in form and substance acceptable to the Grantor and must at minimum, include the following coverage:

- a) O Intentionally omitted.
- b) On and Off-Site Cleanup of New Conditions;
- c) Third Party Claims for On and Off-Site Bodily Injury and Property Damage (Pre-existing and New Conditions);
- d) Non-Owned Disposal Site Liability;
- e) 3rd and 1st Party Transportation Liability;
- f) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

In addition:

- If the Policy has restrictions of coverage related to specific pollution conditions, the exclusion should be limited to remediation cost only, not bodily injury and property damage. Additionally, wording should be provided such that in the event of a “No Further Action Letter” or equivalent is issued, the carrier will consider modifying the exclusion or remove it in its entirety.
- The Policy shall have no exclusions for: (i) Indoor Air Quality conditions (e.g. Mold & Legionella), or (ii) bodily injury or property damage arising from Asbestos or Lead Based Paint.

6. Self-Insurance: Notwithstanding anything in this Agreement to the contrary, Grantee may elect not to carry insurance and to self-insure (or maintain any self-insured retention and/or deductible amount) as to the insurance coverage required above pursuant to any plan of self-insurance maintained by the Grantee. If Grantee elects to act as a self-insurer in lieu of procuring coverage from an insurance company, Grantee agrees that it will provide the same insurance coverage and protection for the benefit of the Grantor as an additional insured, in the same amount and under the same terms set forth above as it would provide to the Grantor if Grantee were to purchase commercial insurance from a third party insurer meeting the insurance coverage requirements set forth in this Section and name the Grantor as an additional insured thereunder. The Grantee further agrees that the limits of insurance set forth herein and any right to self-insure, or self-insured retention and/or deductible amounts shall not be construed as limiting or expanding the indemnification, hold harmless and rights to defense provisions of Section 12 hereof. The Grantee’s option to self-insure does not extend to any Contractor the Grantee may hire for the work to be performed under this Agreement. Contractors hired by the Grantee must adhere to all insurance terms and conditions as set forth herein.

II. Insurance during construction, installation, or repair work

The Grantee or its Contractor at its sole cost and expense shall carry and maintain policies of insurance at all times during the period of performance under this Easement as set forth below:

1. Workers' Compensation Insurance as required by statute in the State in which the work will be performed. Employer's Liability Insurance with limits of not less than \$1,000,000 bodily injury per accident; \$1,000,000 bodily injury per disease; and \$1,000,000 annual aggregate. For work conducted outside the State of New York, Employer's Liability Insurance requires limits of not less than \$2,000,000 bodily injury per accident; \$2,000,000 bodily injury per disease; and \$2,000,000 annual aggregate and must provide proof that its Workers' Compensation Insurance policy has been endorsed to include "Other States Coverage".

- If Grantee or Contractor leases one or more employees through the use of a payroll, employee management, or other similar company, then Grantee or Contractor must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability.
- If the work will involve, in whole or in part, work or operations on the navigable waters of the United States or on a flagged vessel, then Grantee or Contractor shall obtain coverage pursuant to the Jones Act and/or the Longshoremen's and Harbor Worker's Compensation Act as applicable.

2. Commercial General Liability ("CGL") Insurance covering claims for personal and advertising injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard, and shall be maintained for a period of at least five (5) after Final Completion, subject to the limitation of any applicable statute. The limits of such insurance shall renew annually and not be less than:

- a) \$2,000,000 each occurrence;
- b) \$4,000,000 aggregate for products-completed operations;
- c) \$4,000,000 general aggregate limit, which shall apply on a per project basis; and
- d) Additionally:
 - Primary General Liability limits may be satisfied by Umbrella / Excess insurance;
 - The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work.
 - The policy shall not contain any of the following exclusions: subcontractor's exclusion; construction defect exclusion; leased worker exclusion; cross

liability exclusion; crane exclusion; and demolition exclusion or “explosion, collapse and underground” exclusion.

- The policy shall include independent contractor and contractor liability coverages.
- Construction work taking place within 50 feet of a railroad must include:
 - Contractual Liability – Railroads CG 24 17 listing the Scheduled Railroad and Designated Job Site.
 - Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer’s Liability Exclusion which may otherwise operate to exclude such coverage shall be removed.

3. **Business Automobile Liability Insurance** covering any owned, non-owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than \$2,000,000. If the work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, the Grantee shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required “No-Fault” benefits and uninsured/underinsured motorist coverage shall be included.
4. **Umbrella/Excess Liability Insurance** with limits not less than \$10,000,000 written on an occurrence basis in excess of the limits indicated for Commercial General Liability, Employer’s Liability, and Business Automobile Liability Insurance identified above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies shall be written on a “drop-down” and “following form” basis, with only such exceptions expressly approved in writing by the Grantor. The Products Completed operations hazard shall be maintained for a period of at least five (5) after Final Completion, subject to the limitation of any applicable statute.
5. **Contractor’s Pollution Liability Insurance** with limits not less than \$5,000,000 per occurrence and general aggregate on a per project basis including completed operations coverage to be maintained for at least three (3) years after final completion of the work. Policy shall cover environmental damage resulting from pollution conditions that arise from the operations of the contractor or subcontractor, as applicable, and described under the scope of services of this contract. Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations. Such insurance shall include but not be limited to:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; medical monitoring;
- Physical injury to or destruction of tangible property of parties other than the Insured including the resulting loss of use and diminution in value thereof; Loss of use, but not diminution in value, of tangible property of parties other than the Insured that has not been physically injured or destroyed;
- Natural Resource Damages;
- Cleanup Costs
- Transportation and Non-Owned Disposal Site coverage (with no sunset clause/restricted coverage term) if Contractor or subcontractor is disposing of contaminated material (s);
- No exclusions for asbestos, lead paint, silica or mold/fungus/legionella;
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

- 6. Builder's Risk / Installation Floater** "all-risk" policy form, written on a primary replacement cost basis and completed value form in an amount equal to the total contract costs (unless a lesser amount equal to the total amount of construction (direct or "hard" costs) is required by Grantor. Policy shall include, without limitation, terrorism coverage, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, mold, glass breakage, malicious mischief, collapse, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, increased cost of construction, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

This insurance shall cover any and all real and personal property owned (including owner provided material, equipment and cost of owners dedicated project support labor), used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly. Coverage for flood and earthquake shall include all below and above ground structures, water and sewer mains. The policy shall also include coverage for materials, equipment, machinery and supplies of any nature whatsoever, used or intended for use or hereafter created, installed or acquired provided such property is intended to be permanently located in or on the building or structures as more fully described in the construction contract. Sub-limits are subject to advance written approval by Grantor. The Contractor shall be the First Named Insured, Subcontractors of all tiers as Insureds, and the Grantor as Additional Named Insured. All premium considerations are the sole responsibility of the First Named Insured/Contractor. Builder's Risk insurance shall be maintained until construction is completed and accepted, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance.

Subcontractors' temporary structures, tools, equipment and other materials not to become a permanent part of the completed structure are excluded from coverage. The

Grantor shall not be responsible for such loss, theft, or disappearance of tools or equipment. The Grantor shall have the full power to adjust and settle all losses and claims under the Builder's Risk insurance policy provided Grantor shall collaborate with the Contractor regarding losses that are Costs of the Work. The Grantor shall be listed as loss payee.

The Contractor is responsible for all deductibles under this insurance. Deductible amount shall not exceed \$500,000 except with the express permission of the Grantor and are assumed by the First Named Insured / Contractor. Said policy shall not contain a Coinsurance Provision.

The policy shall expressly provide coverage but, not be limited to the following:

- This insurance shall cover materials and equipment stored off site and while in transit. The minimum limit of insurance shall be equal to the maximum storage value at the largest storage location considering the value of all material or equipment located at the off- site storage location. A separate limit shall be applicable to material and equipment while in transit which represents the maximum value of the material or equipment in any one transit conveyance;
- Coverage for natural disasters such as flood, windstorm, and earth movement (including but not limited to earthquake, landslide, earth sinking, rising or shifting, volcanic eruption, explosion or effusion and all naturally occurring or due to man-made or other artificial causes);
- Damage to Grantor existing property or property leased to the Grantor or property while in the care, custody and control of the Grantor - covering damage to useable existing property if resulting from a peril insured against and emanating from the work performed by the insured contractor(s);
- Beneficial Occupancy - The policy must permit partial or beneficial occupancy prior to the final acceptance of the work;
- Contractors Expediting Expense and Extra Expense;
- Policy coverage extensions are to be provided addressing Changes in Law, Ordinance or Regulation and Increase Cost of Construction;
- The policy shall provide coverage for resultant damage including amendment of exclusions (if necessary) pertaining to error in design, plans and or faulty workmanship;
- Loss Valuation - Coverage shall be provided on a "Replacement Cost" basis with a policy modification to cover all cost to repair or replace the structure or work (including overhead and profits) and based on replacement cost calculations at the 'time of repair or replacement';

- Debris Removal equal to a minimum sum insured representing 25% of the replacement cost of the project;
- Equipment Breakdown Coverage / Hot testing coverage shall be included in the policy providing coverage during installation and testing operations including but not limited to performance testing of any machinery, equipment, electrical apparatus, traction power systems, signal systems and associated controls etc., where applicable; and
- For Design Build contracts, policy shall include the coverage extension – London Engineering Group – Improvement Consequences – aka – “LEG-3” -3/96.

Evidence of Builder’s Risk/Installation Floater Insurance requires submission of the policy and approval is conditioned upon Grantor review of the final policy form. Pending issuance of the policy, a temporary binder can be provided to Grantor in advance of the start of construction and allowing sufficient time to review the documents for coverage content. The binder for insurance must be replaced with an actual policy within 45 days of the policy inception. The Contractor will provide a copy of all endorsements issued on an ongoing basis.

7. Railroad Protective Liability Insurance (ISO-RIMA or equivalent form) if any work will be taking place within 50 feet of a railroad, subway or similar tracked conveyance or requires flag or protective measures by the Grantor or its affiliates or their respective employees, covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured’s own property and conforming to the following:

- The policy shall be issued to the “Named Insureds” listed under Section B.
- The limit of liability shall be not less than \$2,000,000 per occurrence, subject to a \$6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer’s Liability Act (FELA), when applicable.
- Indicate the Name and address of the designated Contractor, location of the Work the Contract description and Contract Number, if applicable.

SECTION B: INDEMNITEES (ADDITIONAL INSUREDS/NAMED INSUREDS)

Metropolitan Transportation Authority (MTA) and the respective affiliates and subsidiaries existing currently or in the future of and successors.

Additional Indemnitees required when work is performed at the location(s) below:

HUDSON LINE: Midtown TDR Ventures, LLC & Midtown Trackage Ventures LLC, Argent Ventures LLC, State of Connecticut and Connecticut Department of Transportation (CDOT), National Railroad Passenger Corp (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, and Delaware & Hudson Railway Company Inc. (D&H), LAZ Parking New York/New Jersey, LLC (where applicable) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

SECTION C: GENERAL INSURANCE REQUIREMENTS

The following requirements are applicable to all insurance coverages required under this Agreement, except to the extent otherwise indicated.

1. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to the Grantor. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Work is to be performed and must have a financial rating of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to the Grantor.
2. **Right to Request Additional Insurance.** The Grantee further agrees to provide, at Grantee's sole cost and expense, such increased or expanded insurance coverage as Grantor may from time to time as deem appropriate. The Grantor at intervals of no less than five years may require that the limits of insurance required under Section A be raised to such amounts as shall reasonably necessary and commercially available to protect the Grantor.
3. **Additional Insureds.** *Except with regard to Workers' Compensation and Professional liability insurance (unless otherwise noted), all insurance required under Section A shall name the parties listed in Section B as Additional Insureds, and shall include their respective subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, and agents (hereinafter, collectively the "Additional Insureds").* For the Commercial General Liability insurance, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 00 01 04 13 for non-construction agreements. However, agreements involving construction, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 20 10 and CG 20 37 – alternatively CG 20 38 and CG 20 37.
4. **Primary and Non-Contributory.** Each policy required in Section A, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by the Grantor shall be called upon to contribute to a loss covered by insurance for the named insured.
5. **Waiver of Subrogation.** To the fullest extent permitted by law, Grantee will require all insurance policies required by this Section to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise

have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.

6. **Self-Insured Retentions.** None of the insurance required of this Section A shall be subject to any self-insured retention greater than \$500,000 without the Grantor written approval.
7. **Subcontract Agreements.** The Grantee shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance and iii) other requirements of this Section to all tiers of contractors and subcontractors, for all insurance required of such contractors and subcontractors by the Grantee for the Work.
8. **No Limitation.** Nothing in this Section shall be construed as limiting in any way the extent to which the Grantee may be held responsible for payment of damages resulting from their operations. The Grantee's obligations to procure insurance are separate and independent of, and shall not limit the Grantee's contractual indemnity and defense obligations. Grantor does not represent that coverages and limits required in this Agreement will necessarily be adequate to protect the Grantee.
9. **Notice of Cancellation or Non-Renewal.** The Grantee agrees to notify Grantor thirty days prior to any cancellation, non-renewal or change to any insurance policies required in Section A.
10. **Notice of Occurrence.** The Grantee shall immediately file with the MTA Legal Department (with a copy to the Project Manager), 2 Broadway -4th Floor, New York, 10004, a notice of any occurrence likely to result in a claim against the MTA, and shall also file with the Law Department detailed sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of this Easement.
11. **Insurance Not in Effect.** If, at any time during the period of this Easement, insurance as required is not in effect, or proof thereof is not provided to the Grantor, the Grantor shall have the options to: (i) direct the Grantee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as a default hereunder.
12. **Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, then Grantee shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.
13. **Certificates of Insurance**
 - a) The Grantee shall furnish Grantor with Certificates of Insurance ("COI") utilizing ACORD 25 and 101 and ACORD 855 (for NY Construction Projects Only), completed by

a duly authorized representative evidencing coverage required under Section A. Such Certificates of Insurance shall be delivered to the Grantor before any Work hereunder is commenced by the Grantee and annually thereafter on or before the policy effective dates of the Grantee's policies based on the instructions stated herein.

Evidence of Railroad Protective Liability Insurance and Builder's Risk/Installation Floater Insurance requires submission of a policy and is not acceptable on a certificate of insurance. A binder is acceptable pending issuance of the policy. The binder must indicate the agreement number, description and location of Work and the designated Contractor and must be signed by the authorized producer or insurance carrier.

b) **Insurance Confirmation.** In addition to the foregoing certificates of insurance, the Grantee or its insurance broker shall submit a copy of the following endorsements with reference to: the agreement number, description and location of Work and designated contractor, where applicable.

- Additional Insured endorsements specifically naming the Indemnitees listed in Section B.
- Primary and non-contributory endorsement(s) naming the Indemnitees listed in Section B.
- Waiver of Subrogation endorsements in favor of the Indemnitees listed in Section B.
- Other coverage endorsements may be requested depending on the Scope of Work to be performed by the Grantee, Contractor or its subcontractor.

14. **Insurance Policies.** The Grantee shall furnish certified copies of all insurance policies required to be maintained under this Agreement within ten (10) business days after receiving the Grantor's request therefor.

15. **Submission of Insurance.** The Grantee and its Contractor shall submit evidence of insurance prior to the start of any work to Grantor as follows:

- **Initial Insurance:**

Metropolitan Transportation Authority
C/o MTA Real Estate Department
2 Broadway – 4th Floor
New York, NY 10004

- **Renewal Certificates:**

Greystone Corporate Realty Service
505 Eighth Avenue – Suite 300
New York, NY 10018
Attention: Heather Iocolano

16. **Renewal Insurance.** Grantee shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies at least two (2) weeks prior to the expiration of the policies.
17. Failure of the Grantor to demand such COIs or other evidence of full compliance with these insurance requirements, or failure of Grantor to identify a deficiency from evidence provided, will not be construed as a waiver of the Contractor's obligation to maintain such insurance. Grantor acceptance of any COI evidencing the required coverages and limits does not constitute approval or agreement by Grantor that the insurance requirements have been met or that the insurance policies shown in the COI are in compliance with the requirements.
18. Grantor has the right, but not the obligation, of prohibiting Grantee from entering the Project Site until Grantor receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.

SCHEDULE "D"
CONTRACTOR'S INDEMNITY LETTER

INSURANCE AND INDEMNITY AGREEMENT

In consideration of being permitted to enter upon the property of Metropolitan Transportation Authority ("Grantor") located at _____ (the "Property"), on _____ 2020, in furtherance of the business or other activities of the City of Beacon ("Grantee") with respect to Grantee's installation of a sewer pump station, which include the performance of certain work by the undersigned (the "Work") on or about a portion of the Property designated as the "Easement Area", pursuant to that certain Easement dated _____ 2020, from Grantor to Grantee, as the same may be amended, extended and/or re-issued from time to time (the "Easement"), the undersigned contractor, subcontractor, agent or representative of Grantee, is executing this Insurance and Indemnification Agreement (this "Agreement"), for itself and its successors and assigns:

1. Easement. The undersigned hereby acknowledges and agrees that it (a) has been provided with a copy of the Easement and has reviewed the terms thereof, (b) is bound by the Easement insofar as it relates to the undersigned's entry upon, access to and conduct of activities on or about the Property and the Easement Area, all of which are subject to the terms and conditions of the Easement, and (c) will comply with all of the requirements set forth in the Easement (including, without limitation, the requirement to maintain and replenish a force account) relating to the performance of the Work, entry upon, access to and conduct of activities on or about the Easement Area.

2. INSURANCE. Prior to its entry upon the Property, the undersigned shall deliver to Grantor (a) certificates of insurance (using forms ACORD 25 and ACORD 855 NY) certifying that the undersigned maintains the insurance coverages required to be maintained by a contractor or subcontractor of Grantee under the terms of the Easement, and (b) an additional insured endorsement to the undersigned's commercial general liability insurance policy (I.S.O. Form CG 20-38) naming Grantor (and its subsidiaries and affiliates), and the State of New York, and their respective successors and assigns (collectively, the "Additional Insureds"), as additional insureds under such commercial general liability insurance policy.

3. INDEMNIFICATION. To the fullest extent permitted by law, the undersigned shall at all times indemnify, protect, defend the Additional Insureds and each of their respective officers, directors, commissioners, agents and employees and any other persons acting on their behalf (individually, an "Indemnatee" and, collectively, the "Indemnitees; being and intended to be the same parties as identified individually as an "Indemnified Party" in the Easement and collectively as the "Indemnified Parties" in the Easement) (with counsel reasonably approved by Grantor) and save harmless each from and against any and all losses (to property, materials, and equipment or otherwise), damages, detriments, suits, claims, fines, judgments, injuries, penalties, demands, costs, charges and expenses, including but not limited to reasonable attorneys' fees and disbursements, and including but not limited to any claims or judgments under the Workers Compensation Law of the State of New York or the Federal Employees Liability Act or similar statutes for the protection of employees or any other judgments whatsoever, which any or all of the

Indemnitees may directly or indirectly suffer, sustain or be subjected to arising in whole or in part, directly or indirectly, by reason of or in connection with the undersigned's or its contractors or subcontractors or its or their employees, agents, consultants, licensees or invitee's, or other person acting on its or their behalf, entry upon, or use of the Property or the Permitted Area, or the activities or Work thereon, or the conduct thereon of the undersigned or its contractors or subcontractors or its or their employees, agents, consultants, licensees or invitee's, or other person acting on its or their behalf, whether such loss or damage be suffered or sustained by any or all of the Indemnitees directly or by other persons (including employees of any or all of the Indemnitees or corporations who may seek to hold any or all of the Indemnitees liable therefor), and whether attributable, in whole or in part, directly or indirectly, to the fault, failure or negligence of any or all of the Indemnitees.

4. SURVIVAL. The indemnification obligations of the undersigned as set forth in this Agreement shall survive the completion of the Work by the undersigned for a period of three (3) months after completion of all Work; provided, however, that the indemnification obligations of the undersigned as set forth in this Agreement shall remain in effect with respect to events that arose before the completion of the Work even if the action in question is not commenced until after the expiration of such three (3) month period..

5. AUTHORITY. The undersigned represents and warrants that the person executing this Agreement on behalf of the undersigned is fully authorized to execute this Agreement and to bind itself and its successors and assigns.

Date: _____

[Name:]

[Signature:] _____

[Address:] _____

Attention:

[Telephone:] _____

Exhibit A

GENERAL PROCEDURE FOR ACCESS TO RAILROAD PROPERTY

All outside parties who need to perform construction or maintenance on or adjacent to Metro-North Railroad property must comply with the following:

1. Permit Application:

Parties requiring an entry permit shall submit a written request to the Chief Maintenance of Way Officer defining the location, scope of work and duration of activities on or adjacent to Railroad facilities. Address the letter to:

Chief Maintenance of Way Officer
Attention: Richard Webster
Assistant Director
MTA Metro-North Railroad
420 Lexington Avenue, 10th Floor
New York, NY 10017
Tel: (212) 499-4533

Execute and return the Entry Permit provided by Metro-North to the Chief Maintenance of Way Officer. Applicant shall obtain confirmation of receipt from the Chief Maintenance of Way Officer.

2. Insurance:

Furnish proof of insurance in a form acceptable to and approved by the Director of MTA Risk and Insurance Management no less than 20 working days prior to the intended start of work (see Insurance Specifications, attached separately) to:

Chief Maintenance of Way Officer
Attention: Richard Webster
Assistant Director
MTA Metro-North Railroad
420 Lexington Avenue, 10th Floor
New York, NY 10017
Tel: (212) 499-4533

Applicant shall obtain confirmation of receipt and approval of the insurance certificate from the Director of MTA Risk and Insurance Management.

3. Payment:

Upon review of the scope of work provided with the permit application, Metro-North will prepare an estimate of the cost of providing Railroad Protective Personnel and all other expenses related to the project. Supply payment, in full, of Metro-North's estimated cost of Railroad Force Account Services no less than 20 working days prior to the intended start of work. Obtain confirmation of receipt by Richard Webster. Since the payment is based on an

estimated cost, unexpended funds if any, will be subject to reimbursement. On the contrary, should the actual work exceed the estimated cost, an additional payment shall be submitted to continue Railroad Force Account Services. Make Check Payable to MTA Metro-North Railroad

4. **Technical Submittals:**

Supply construction shop drawings, calculations and supporting documentation in accordance with the attached "Construction Management I & C Specifications". Address them to and receive confirmation of receipt by:

Chief Maintenance of Way Officer
Attention: Richard Webster
Assistant Director
MTA Metro-North Railroad
420 Lexington Avenue, 10th Floor
New York, NY 10017
Tel: (212) 499-4533

Once Metro-North has received all submittals plus all supporting documents allow 15 working days from date of receipt for Metro-North's review of the submittals prior to requesting a conference to schedule that activity.

When the above requirements have been satisfied, contact the Assistant Director of Construction Management no less than 15 working days prior to the start of work to schedule a pre-construction conference at (212) 499-4462. When all is in order, the Construction Management Department will schedule Railroad coordination and support services. (See Sections A and B of "Construction Management I & C Specifications"). No work will commence until the applicant receives permission from the designated Railroad Representative at the site to proceed with the work.

(Rev 6/10/09)



Metro-North Railroad

CONSTRUCTION MANAGEMENT SPECIFICATIONS FOR INDIVIDUALS & COMPANIES (I & C) WORKING ON OR ADJACENT RAILROAD PROPERTY

Section A & B

(Revised 6/10/09)

SECTION A

SPONSOR REQUIREMENTS FOR WORK AFFECTING THE RAILROAD

Introduction:

Metro-North is a commuter Railroad serving New York and Connecticut areas North of Manhattan. Construction and Maintenance activities shall not interfere with the safe and scheduled movement or operation of the trains. No construction activities will occur during Operating hours unless allowed by the Field Inspector. There are conditions unique to this operating railroad environment which Metro-North must consider when planning construction activities. Among these are: high voltage third rail and power transmission systems, high speed and silent trains that require long braking distances, buried signal control and communication systems and many more. Metro-North must have absolute cooperation of any sponsor planning construction activities that could interfere with train operations.

The sponsor is the agency or party who has a formal agreement with Metro-North to perform construction or maintenance around the railroad. The sponsor of the project is ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term "sponsor" used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc. The sponsor shall safeguard the tracks, rolling stock and other equipment and plant of the Railroad from being damaged in any manner and will be held financially responsible for it. He shall not perform any activities around the Railroad until he has executed a formal agreement and complied with Metro-North requirements.

Fouling:

An operating track will be considered fouled when, in the sole opinion of Metro-North, demolition, blasting or construction activity on or adjacent to a main track or controlled siding may

interfere with the safe movement of trains at normal speed. A crane, derrick or a similar piece of equipment located on Metro-North right-of-way or on adjacent property shall be considered as fouling the track when the position in which it is working is such that without regard to the manner in which it is intended to carry out the operation, failure or malfunction could cause damage or obstruction within the operating area. Similarly, Metro-North utilities (power, communications and signal lines) will be considered fouled when, in the sole opinion of Metro-North, the sponsor's operation could damage or interfere with these utility lines.

Track Use:

Metro-North will, at its sole discretion, remove tracks from service and de-activate high voltage traction power facilities to permit certain construction activities that can only be performed at times when Metro-North can schedule this track use. **In general, Metro-North can de-activate single tracks at night between the hours of 2:30AM and 5:00AM.** Construction activities that require de-activating all tracks of a main line system must be performed on weekend nights at times specified by Metro-North. Requests for additional "track use" will be evaluated subject to operating and maintenance priorities. Requests to de-activate track(s) and/or high voltage power systems must be received in writing, faxed to 212 340 2573 and acknowledged by phone to the assigned Metro-North Inspector no less than 14 days prior to the scheduled activity. Metro-North will only consider requests for "track time" to facilitate construction activities that have been approved by the Construction Management I & C Department.

Protective Personnel:

Metro-North will furnish flagmen, inspectors, maintenance personnel and similar labor (protective personnel) as required by Metro-North to protect the operation of train traffic during the sponsor's construction activities. The sponsor must obey the instructions from Metro-North flagmen or other representatives on the job site promptly. Failure to follow instructions from Metro-North personnel on the site will lead to withdrawal of Metro-North's entry permit, thus closing the job site to the sponsor and its employees. Metro-North will, at its sole discretion, determine the need for and the availability of protective support personnel. The sponsor must notify in writing, faxed to 212 340 2573 and acknowledged by phone to the assigned Metro-North inspector no less than 14 calendar days in advance of undertaking an approved construction activity that may require protective personnel. If the sponsor notifies Metro-North less than 14 days in advance, Metro-North may be unable to supply protective personnel and/or Metro-North may incur additional costs in accordance with existing collective bargaining agreements in order to fulfill a request. The cost of protective personnel and any additional penalty costs incurred by Metro-North due to late notification shall be borne by the sponsor. Requests to cancel construction activities and protective personnel must be received and acknowledged by the assigned Metro-North inspector no less than 96 hours (4 days) prior to the start of the scheduled construction activity. Any costs incurred by Metro-North due to late cancellation notice shall be borne by the sponsor.

Metro-North will provide protective forces to the extent possible considering operational and maintenance priorities. Metro-North makes no guarantee that protective personnel will be available to meet the sponsor's preferred schedule. Further, no such work may actually commence until the assigned Metro-North representative affirmatively advises the sponsor that the necessary protective forces are stationed and that he may proceed.

MNR Representation:

All matters requiring Metro-North approval or coordination of construction activities shall be directed to the following:

Assistant Director – Construction Management – I&C Department
Metro-North Commuter Railroad Company
525 North Broadway
White Plains, NY 10603.
914-461-0443
Ramkeesoon@mnrr.org

Preparation:

The sponsor shall obtain written approval of design and construction methods from Metro-North. The sponsor shall submit detailed plans, appurtenant data and calculations prepared by a Professional Engineer licensed in the state where the work will be performed for any operation on or adjacent to Metro-North property prior to the start of work. Metro-North will evaluate the effect of this work on the operating Railroad. The plan shall locate and identify all utilities above and below ground at the work site. The sponsor shall make necessary plan revisions, schedule changes, additions, deletions, etc., at his/her own expense. The sponsor shall remove at his/her own expense any pipe, wire or structural facility installed without Metro-North approval or which deviates from the plan approved by Metro-North.

Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearance shall be measured from "top of rail". Horizontal clearance shall be measured from the "centerline of track". The elevations shall reference an established survey benchmark that will remain undisturbed throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis – monthly, weekly or daily as determined by the Metro-North representative. Copies of the field notes must be delivered to Metro-North on the date the survey was performed.

The sponsor shall obtain appropriate soils/foundation data prepared by a licensed Professional Engineer. The licensed Professional must perform an analysis and supply recommendations wherever the project requires excavations, shoring, pipe jacking, borings, dewatering and temporary foundation supports, or any other subsurface construction activities.

Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – take pre and post construction photographs of the entire work site and track area, two sets of which will be delivered to Metro-North. The photographs shall be gloss prints 8 ins. by 10 inches in size or submitted on disc with photos in jpg format. They shall also be labeled on their reverse sides. The label shall include project title, Project Identification Number (PIN), Bridge Identification Number (BIN) or contract number, name of sponsor, date and direction photograph was taken. Each photograph shall also be numbered for identification.

Submittals:

All submittals requiring review and approval by Metro-North shall first be reviewed by the sponsor's designated Consulting Engineer and then submitted to Metro-North to complete the

review and approval process. Submittals shall be stamped or written as "Approved", "Approved As Noted", "Revise and Resubmit", or "Rejected" by the sponsor's designated consulting engineer at the conclusion of the review prior to its submission to Metro-North.

Environmental Controls:

The sponsor shall comply with any and all Federal, State and Local laws, regulations and rules governing environmentally controlled substances and construction practices. He shall submit a plan and procedure prepared by a Professional Engineer licensed in the state where the work will be performed for handling and disposal of regulated materials. De-watering operations shall comply with applicable regulatory controls and shall be subject to Metro-North review and approval. The sponsor shall comply with Federal and State regulations for containment, storage and disposal of hazardous/industrial wastes. He shall comply with Metro-North Procedure 50-601, Item "O", Environmental Controls. The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims which result from the handling, transportation, disposal or abatement of asbestos, asbestos-containing material or asbestos-contaminated materials, lead paint materials, polychlorinatedbiphenols (PCB's) and other environmentally regulated substances and materials in the possession of sponsor or his subcontractors.

Drainage/Wetlands/Storm Water Protection:

Metro-North is a non-traditional Municipal Separate Storm Sewer System (MS4). The sponsor must submit a Storm Water Pollution Prevention Plan (SWP3) for their project if it will result in the disturbance of surface areas and/or the creation of new impervious surfaces. The SWP3 must include temporary sedimentation and erosion control measures (both a narrative description of the measures and a site diagram), as well as appropriate post-construction storm water protection measures (narrative description and design drawing) if the project will result in any new impervious area. The sponsor will be responsible for inspection and maintenance of sedimentation and erosion control measures during construction, and responsible for payment to Metro-North for any ongoing maintenance required for post-construction storm water protection measures.

The sponsor will be responsible for identifying and delineating any and all wetlands in the area covered by the Entry Permit and/or in any area which could be impacted by the sponsor's project. The sponsor will be responsible for obtaining any permits required solely in their name as permittee. The sponsor shall promptly provide Metro-North with copies of all identification/delineation documents and reports as well as permit applications and permits in both draft and final form.

The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims that result from a failure to implement or maintain adequate storm water protection measures or a failure to obtain or comply with necessary regulatory permits. Contractor must protect ballast and keep free from soil, concrete, slurry and other contaminants. Contractor must supply a method for the protection of the ballast. The Contractor/Sponsor is financially responsible for the replacement of contaminated ballast. The replacement of the ballast is performed by Metro-North's Track & Structures Department.

Security:

The sponsor shall adhere to Metro-North security practices. He shall identify all sponsor/subcontractor personnel who have reason to enter a designated security area of Metro-North property. He shall supply a listing of the names of all personnel who have reason to enter Metro-North property. The list shall be updated on a daily basis.

When working in Grand Central Terminal (GCT) the Sponsor shall submit a list of all the personnel working at the site to the Stations Master's Office (SMO) at the beginning of the shift. The list must include work location, date and work period. At the end of every work shift the competent person on site must notify the SMO that work has ended and everyone has left the work site.

Safety:

Metro-North conducts a mandatory safety orientation class for all sponsor personnel who enter upon or works adjacent to Metro-North's property. Seven (7) working days advance notice is necessary for class scheduling. Sponsor personnel must present proof of completion of this orientation before entering the property. Sponsor personnel who fail to carry proof of training shall be removed from the property.

The sponsor shall comply with the requirements of all applicable Federal, State, Local and Metro-North jurisdictions to provide a suitable work environment for workmen and for the general public. Sponsor shall prepare and submit a comprehensive Safety Plan which will: Designate a company Representative(s) who will prepare and implement a program of compliance. The Sponsor must supply personal protective equipment for all workmen employed by the sponsor or his contractors and enforce use of this equipment by contract personnel.

The sponsor shall supply Material Safety Data sheets for construction or maintenance materials that pose a safety, fire, health or other hazard to Metro-North.

Protective Enclosures:

The sponsor will not store materials or equipment upon the Railroad right-of-way without first obtaining written permission and approval of Metro-North. The sponsor shall secure construction materials and equipment that could be used by vandals to obstruct Railroad operations in a vandal-proof enclosure. The sponsor shall be responsible to protect the work site with fences, barricades, barriers, watchmen or other means necessary to bar access to operating areas via the work site. Fences at a minimum shall be 12-gauge chain link, eight (8) feet in height. Vehicular barriers shall comply with "AASHTO" Standard for design and fastening to structures.

English Language:

The sponsor must furnish an English-speaking supervisor at each job location who is capable of communicating (including translating if necessary) instructions from the flagman or other Metro-North representative to the sponsor's personnel on the job. Such supervisor must remain on the site at all times while work is being performed or any sponsor employees are on or about the Metro-North right-of-way.

Blasting:

Is prohibited on Metro-North's property. Metro-North shall determine if any blasting in the vicinity of the railroad will affect its operations. The sponsor shall submit to Metro-North for approval, plans and specifications of any proposed controlled blasting activities that could affect railroad operations.

Hi-Rail Equipment:

Highway-rail mounted equipment and “work trains” are generally prohibited from use by non-Railroad agencies on Metro-North mainline tracks.

Temporary Structures:

Shall be necessary at the sole discretion of Metro-North to protect the Railroad or the general public from possible falling debris, paint or other materials, to protect personnel working above the right-of-way, to provide a platform for personnel, materials, and/or equipment and to provide a walkway for the general public. Temporary structures intended as walkways for the general public shall comply with the "New York State Building Code" Specifications and the Americans with Disabilities Act of 1991.

Temporary Stairways or pedestrian walkways must be fully enclosed to protect from precipitation.

A protective scaffold intended to contain finely broken concrete decking shall be designed for a live load of 200 lbs. per square foot applied uniformly over the entire structure, and a 2 kip concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes. Design of the scaffold intended for any other purpose shall be submitted to Metro-North for approval. The design shall contain details of any construction activities supported or protected by the scaffold. Impact loads or rigging that exceed the capacity of the scaffold shall be subject to the conditions of Section B “Rigging”. Wood for protective scaffolding must be fire-retardant. The sponsor must supply Metro-North with certification from the manufacturer or supplier that lumber meets or exceeds the ASTM E-84 fire-retardant specification for exterior application 30-minute duration. Plans and calculations for temporary structures must be submitted to Metro-North for review and approval prior to construction. Further, plans and calculations must be prepared and stamped by a Professional Engineer licensed in the state in which the project is located.

Shoring:

All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer (licensed in the state in which the project is located) and shall be accompanied by complete design computations with supporting soils and groundwater information when submitted for approval.

Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the top of tie and extending out in this plane a distance of 10 feet, then downward at a slope of 1 (vertical) on 1½ (horizontal). Such excavations must be designed to withstand, in addition to all static loads such as structural dead load, soil pressure and hydrostatic pressure, a Railroad live load of Cooper E-80 as defined in the "AREMA Manual Section 1-3" or other loading magnitude as may be directed by Metro-North. (See drawing "SK - 1", APPENDIX A).

Interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability.

The use of trench boxes or similar devices is not acceptable in this area. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by Metro-North.

Consideration for use of soldier piling and lagging will be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.

Lateral forces acting on the sheeting shall be computed as follows:

The active earth pressure due to the weight of the soil shall be computed by the Rankine Theory. The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8' - 6"). The vertical surcharge, q (psf), caused by each axle weight divided by the tie length and the axle spacing (5' - 0"). For an E-80 loading:

$$q = 80,000 \text{ lbs.} / (8.5' \times 5') = 1882 \text{ psf.}$$

The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is P_h and can be calculated by the following:

$$P_h = (2q / \pi) (\beta - \sin \beta \cos 2\alpha)$$

(See drawing "SK - 2", APPENDIX B).

The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREMA Chapter 15, Parts 1 and 2. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations.

Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof tested".

Cavities adjacent to the sheet piling, created by the driving of the sheet piling, shall be filled with 1½-inch stone ballast. Any disturbed ballast must be restored and tamped immediately. This task is performed by Metro-North's Track & Structures department the cost of which is borne by the sponsor.

Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling shall be cut off eighteen (18) inches below the existing ground line and left in place.

Moreover, sheeting alongside active track systems shall maintain lateral support. Lateral support shall maintain a compacted stone ballast shoulder level with the top of tie for at least two (2) feet from the end of tie supported by a slope no steeper than one (1) vertical to two (2) horizontal. Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by Metro-North. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within twenty (20) feet of the centerline.

Under the direction of a Metro-North representative (Engineer or Inspector) the sponsor shall – at no cost to the railroad- perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearances shall be measured from

Top of Rail. Horizontal clearances shall be measured from the Center Line of Track. The elevations shall reference an established benchmark that will remain undisturbed throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis – daily or weekly, monthly or as determined by the Metro-North Representative. Copies of the filed notes must be delivered to Metro-north on the date the survey was performed.

Final backfilling of the excavation shall be as required by Metro-North.

SECTION B

REQUIREMENT FOR ERECTION, DEMOLITION, AND OTHER RIGGING OPERATIONS OVER OR ADJACENT TO METRO-NORTH RIGHT-OF-WAY

The sponsor must furnish scaled plans with supporting calculations in order to obtain written approval prior to the start of any rigging operation over or adjacent to the Metro-North right-of-way. Submittals for bridge erection, demolition, or other hoisting operations shall be prepared and stamped by a Registered Professional Engineer and must include the following:

1. Plan view showing locations of crane or cranes, operating radii, with delivery and disposal locations.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Indicate Crane and boom nomenclature.
3. Plans and computations showing weight of picks. Include catalog with weight of equipment to be lifted and manufacturer's shipping weights.
4. Show in a table format on the plan a "Crane Lifting Schedule" of each crane pick as shown below:

CRANE LIFTING SCHEDULE								
Piece No.	Piece Weight kips	Rigging Weight kips	Block Weight kips	Maximum Weight kips	Maximum Radius feet	Boom Length Feet	Crane Capacity kips	Safety Factor 150 %
1	X	X	X	X	Y	Y	X	Z

5. Computations and plans demonstrating that MNR's train shed structure can bear load of crane with equipment load.
6. Computations and plans demonstrating that soils or foundations for equipment and temporary structures are adequate and able to protect subsurface utilities and structures.

7. Check condition of steel in trainshed (Grand Central Terminal) to ascertain whether steel needs to be blocked or posted.
8. Plans and calculations showing locations and structural adequacy of mats, barges, embankments, supporting structures, planking, or special decking as required by Metro-North.
9. Location profiles indicating the proposed swing in relation to obstructions such as overhead wires and structures.
10. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the lift.
11. A complete procedure indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.
12. Plans detailing temporary support of any components or intermediate stages.
13. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.
14. Written statement from crane owner of last crane safety inspection with a copy of current inspection certificate.
15. Mark the exact crane location in the field at least two working days prior to the intended operation. Also, certify the stability of the foundation for crane outriggers and supports.
16. Conduct survey/mark out of streets or yards (North of 97th street) to determine whether manholes or duct banks can bear outrigger loads.

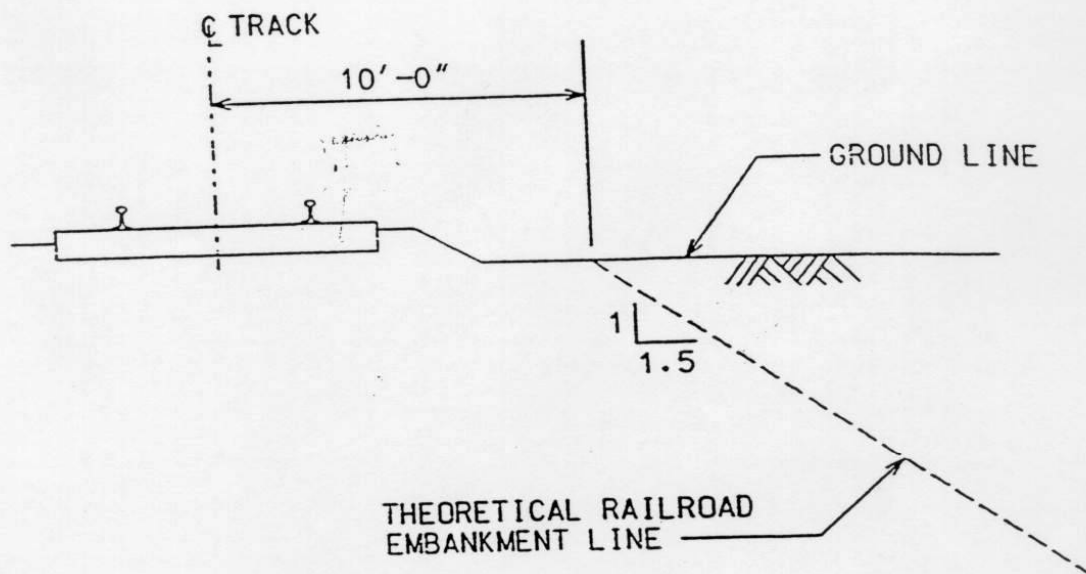
In general, unless otherwise directed by Metro-North, operations directly over or adjacent to the operating right-of-way which fouls the operating area, or which in the event of a failure could fall across the operating area will be performed between approximately 2:30 AM and 5:00 AM.

Operations involving a track and power outage across all tracks may be performed at times specified by Metro-North.

Any deviation from this plan must be reviewed and approved by the sponsor's engineer prior to resubmission to the Metro-North Engineer for review and approval prior to the date that the work will be scheduled.

APPENDIX A

DWG. SK - 1
(2/18/00)



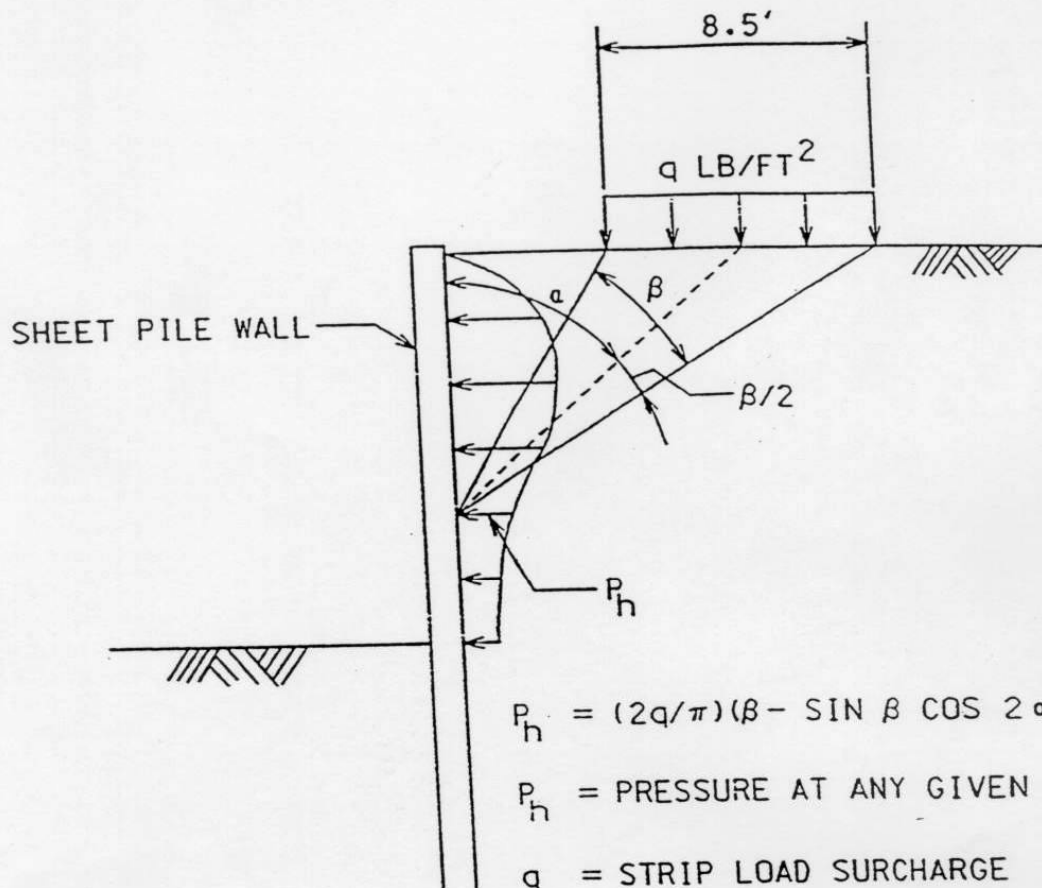
REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

1. STEEL SHEET PILING FOR TRACK SUPPORT IS NOT REQUIRED FOR EXCAVATION OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE. SHORING IN ACCORDANCE WITH OSHA REQUIREMENTS SHALL BE USED IN THIS AREA.
2. STEEL SHEET PILING, DRIVEN PRIOR TO EXCAVATION, IS REQUIRED WHEN EXCAVATION IS WITHIN THE THEORETICAL RAILROAD EMBANKMENT LINE.
3. ALL SHEET PILING IS TO BE DESIGNED FOR AN E-80 LOADING. THE BOUSSINESQ ANALYSIS IS TO BE USED TO DETERMINE THE LATERAL PRESSURE CAUSED BY THE RAILROAD LOADING.

APPENDIX B

DWG. SK - 2
(2/18/00)

LATERAL PRESSURE DIAGRAM



$$P_h = (2q/\pi)(\beta - \sin \beta \cos 2\alpha)$$

P_h = PRESSURE AT ANY GIVEN POINT

q = STRIP LOAD SURCHARGE

α = ANGLE IN DEGREES

β = ANGLE IN RADIAN

LATERAL PRESSURE DUE TO STRIP LOAD

Exhibit B

STANDARD FORMAT FOR ARCHITECTURAL DRAWING SUBMISSIONS **METRO-NORTH CONCESSIONS**

Before construction or rehabilitation can begin, licensees must submit plans prepared by a licensed architect or engineer to the MTA for approval. After review by the MTA, plans will be returned to the licensee either "Approved for Construction" or "Disapproved" with comments to guide the preparation of a revised submission. The format for revisions must conform to the guidelines set forth below.

Initial Submission

- Format - Blue or black line prints on a white background. The preferred drawing size is 24" x 36".
- Copies - five (5) copies are to be submitted.
- Location Plan - The first page of the submission must include a key map or location plan of the premises. In many cases, the MTA can provide a station map or other map to accurately locate the premises.
- Architectural Plans - Floor plans, reflected ceiling plans, storefront elevations, sections, and working drawings must include:
 - dimensions,
 - materials of construction,
 - details of fixtures,
 - swing of doors,
 - details of rolling shutters,
 - details of signage, and
 - all other information relating to the premises and the area around it.
- Plumbing Plans - The layout and details of plumbing must show the following:
 - an equipment schedule,

- Plumbing Plans - The layout and details of plumbing must show the following:
 - an equipment schedule,
 - details of connections to existing lines,
 - interior plumbing layout, and
 - sizes and materials for all plumbing lines, drains, and equipment.
- Electrical Plans - the layout and details of all electrical equipment must be shown, including details of Con Edison service connections, panel layouts, wire and conduit sizes, and the details of all electrical equipment.
- Telephone Plans - The layout and details of telephone connections must be shown.
- Fire Protection Plans - The layout and details of sprinklers or other automatic fire protection devices must be shown, including details of connections to existing lines. In those instances where the Metro-North's requirements for fire protection devices differ from Code, the Metro-North's requirements shall prevail.

Revisions

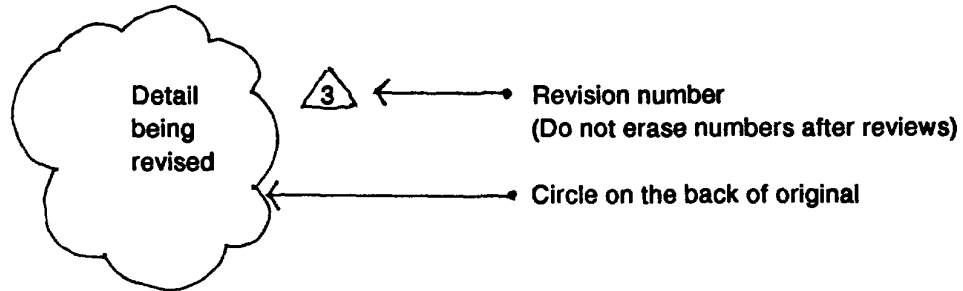
To avoid confusion as to which revision is being submitted for review, the following format must be used in all revisions:

- A revision box in reverse order (from the bottom up) should be drawn near the title box of each sheet. The revision box should consist of three columns: revision number, item being revised, and revision date.

④	POWER FEED DIAGRAM, D A/C SUPPORT, E	09-10-93
③	SPRINKLER LAYOUT, B SIGNAGE LAYOUT, 2	08-23-93
②	ELEVATION DIAGRAM, 3 ELEVATION, 4	08-02-93
①	STOREFRONT, B	07-08-93

* A circle should be drawn around each detail being revised.
Triangles with revision numbers **1****2****3**ect. should be marked next to each applicable circle.

* With each subsequent submission, all previous circles (which are to be marked on the back side of the mylar) are to be erased. However, revision numbers should remain.



* Any revision not presented in the required format will not be considered an official submission and will not be reviewed. Please contact the MTA if additional information is required.

Document comparison by Workshare Compare on Monday, April 5, 2021 3:29:14 PM

Input:	
Document 1 ID	netdocuments://4821-1625-9044/1
Description	Beacon Sewer Pump Easement MTA 3-25-21 Draft
Document 2 ID	netdocuments://4832-1785-2900/1
Description	Beacon Sewer Pump Easement - EXECUTION VERSION
Rendering set	Standard

Legend:	
<u>Insertion</u>	
~~Deletion~~	
~~Moved from~~	
<u>Moved to</u>	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	43
Deletions	2
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	45

City of Beacon City Council Agenda
04/19/2021

Title:

Resolution Authorizing Bid Award to New England Waste Services of ME, dba Casella Organics for Removal of Sludge Cake from Wastewater Treatment Facility

ATTACHMENTS

Resolution Authorizing Bid Award to New England Waste Services of ME, dba Casella Organics for Removal of Sludge Cake from Wastewater Treatment Facility

Memorandum from the City Administrator Regarding Sludge Removal Bid Award

Memorandum from the City Engineer Regarding Sludge Removal Bid Award



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____2021

RESOLUTION AUTHORIZING BID AWARD TO NEW ENGLAND WASTE SERVICES OF ME, DBA CASELLA ORGANICS FOR REMOVAL OF SLUDGE CAKE FROM WASTEWATER TREATMENT FACILITY

WHEREAS, a total of three bid packages were submitted and opened on April 8, 2021 for the Removal and disposal of sludge cake from the City of Beacon Wastewater Treatment Facility; and

WHEREAS, New England Waste Services of ME, dba Casella Organics Portsmouth NH submitted the lowest responsible bid; and

WHEREAS, Casella Organics has been successfully providing sludge cake removal for the City of Beacon since 2013; and

WHEREAS, the City Engineer and the City Administrator recommend awarding the contract to Casella Organics for removal and disposal of sludge cake from the City of Beacon Wastewater Treatment Facility.

NOW, THEREFOR, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the bid for Removal of Sludge Cake from the Wastewater Treatment Facility to Casella Organics for a five-year contract with the first-year price of \$107 per wet ton. In each successive year, the price per wet ton shall increase based on the “Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection.”¹

Resolution No. ____ of 2021			Date: <u>April 19, 2021</u>			2/3 Required	
Amendments						3/4 Required	
Not on roll call.			On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

¹ (see: [Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average \(CUSR0000SEHG\) | FRED | St. Louis Fed](#)).



CITY OF BEACON New York

Christopher White
City Administrator

OFFICE OF CITY ADMINISTRATOR

845-838-5000

To: Hon. Lee Kyriacou and City Councilmembers
From: Christopher White, City Administrator
Date: April 15, 2021
Re: Bid Award for Removal of Sludge Cake from Wastewater Treatment Facility

I am hereby recommending the award of a five-year contract to New England Waste Services of ME, Inc. (d/b/a Casella Organics), which was the lowest bidder responding to the City's March 2021 Request for Bid. This firm has reliably provided removal services to the City since 2013.

As discussed in the City Council Workshop on April 8, I was concerned by the steep increase in cost from the City's prior contract and proposed rebidding the services for a shorter term. After consultation with the City Attorney, I have successfully negotiated a substantial reduction in the unit cost structure proposed by Casella Organics, which based on research by the City Engineer appears to be more competitive than cost proposals we would likely receive through rebidding.

While Casella Organics bid \$122.97 per wet ton, it is willing to reduce the first year "base" unit cost to \$107.00 (a decrease of 13 percent from the bid). In each successive year, the price per wet ton would increase based on the "Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection."¹

The average annual CPI increase over the past 5 years has been 3.6 percent. If this average is projected for the five-year term of this agreement, the unit cost for Casella Organics would be:

<u>YEAR</u>	<u>COST/TON</u>
1	\$ 107.00
2	\$ 110.85
3	\$ 114.84
4	\$ 118.98
5	\$ 122.97

I anticipate that the unit cost for each year of the 5-year agreement would be below the bid price except in Year 5, which would be slightly higher. However, the bidder has agreed to cap its unit cost at the bid price of \$122.97 to protect the City against significant CPI increases. Over the past five years, the annual tonnage of sludge cake removed has averaged 7,384 tons. Based on that average, the bid reduction should yield a savings of \$298,898 over the term of contract.

I recommend that to avoid risk of higher costs and to ensure uninterrupted service to the contract that expires May 8, 2021, the City award the bid to Casella Organics.

¹ (see: [Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average \(CUSR0000SEHG\) | FRED | St. Louis Fed](#)).

LANC & TULLY

ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal
John Queenan, P.E., Principal

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lenc, P.E., L.S.
Arthur R. Tully, P.E.

April 9, 2021

Mr. Christopher White
City Administrator
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: Beacon STP – Sludge Cake
City of Beacon
Award Recommendation

Dear Mr. White:

A total of three (3) bid packages were submitted and opened on April 8, 2021 for the ***Removal & Disposal of Sludge Cake from the City of Beacon Wastewater Treatment Facility***. Bid packages were submitted by Casella Organics, Denali Water Solutions and H.I. Stone & Son, Inc. All proposals were carefully reviewed and found to be complete.

The following tabulation shows the order from lowest bidder, the name of the bidder, and the cost per ton for a 5-year contract.

NAME OF BIDDER	5 Yr. Contract per Ton Cost
New England Waste Services of ME, dba Casella Organics Portsmouth, NH	\$122.97
Denali Water Solutions Russellville, AZ	\$126.66
H.I. Stone & Son, Inc. Southbury, CT	\$129.60

The lowest bidder is New England Waste Services of ME, dba Casella Organics for 5-year contract. Casella Organics has also been providing sludge cake removal for the City of Beacon since 2013, and in speaking with the Water & Sewer Superintendent, there have been no problems in working with this contractor. In our opinion, New England Waste Services of ME, dba Casella Organics, should be considered the lowest responsible bidder. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, a Bid Bond,

Mr. Christopher White

2

April 9, 2021

Certification of Equal Employment Opportunity, Certification of Limited Foreign Involvement, Certification of Compliance with Iran Divestment Act and Certification of Compliance with NYSDOL Sexual Harassment Prevention Policy.

It is our recommendation to the City Council to award the 5-year contract for the **Removal & Disposal of Sludge Cake from the City of Beacon Wastewater Treatment Facility** to New England Waste Service of ME, dba Casella Organics. If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Nick Ward-Willis, Esq.
Ed Balicki, Water & Sewer Superintendent
Charlie Beckett, Chief Sewer Plant Operator

City of Beacon City Council Agenda
04/19/2021

Title:

Discussion of Proposed Outdoor Event

ATTACHMENTS

[Dutchess Modern Makers Market](#)

[Hops on the Hudson Request for Exemption](#)

[Participating Businesses](#)



ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

FARMERS' MARKET DESIGNATION LETTER

February 24, 2021

Dear John,

The following market is hereby designated a bona fide farmers' market under NYS Agriculture and Markets Law, Article 22, Section 260. This designation is based on the information supplied on the application at the time of submission. Please contact the Department immediately if there are changes to location, dates, times, and/or farmer attendance.

This designation permits suppliers, as defined in State Liquor Authority Advisory #2015-17, that hold a marketing permit to sell their products by the bottle for off-premises consumption, to take orders for their products on behalf of a licensed wholesaler, and to provide tastings of their products. Sales are permitted only at the location, dates, and times listed below. If the market falls on a Sunday, alcohol sales may occur only after 10am.

Please keep a copy of this letter at the market.

Market: All NY, ModernMakersMarket at Beacon
Riverfront Park, 2 Red Flynn Drive, Beacon
Date: 5/22-23/21
Time: Sat/Sun 10a-6p

Sponsor: Hops on the Hudson LLC
Contact: John Scherer
4 Kemble Ave, Cold Spring 10516
845-661-1557 or hopsonthehudson@gmail.com

For further information please contact Bridgette Shellard at (518) 457-7076 x1 or at farmersmarkets@agriculture.ny.gov.

Sincerely,

Mark McMullen
Interim Division Director
farmersmarkets@agriculture.ny.gov
ph: (518) 457-7076 x1

Proposal:

1. Hops on the Hudson respectfully requests an exemption from the Beacon Council decision to limit gatherings to 200 or less. We are planning 2 sessions each day at our event, with a break in-between sessions.
2. We request that the Council allow Hops on the Hudson to sell 500 or less tickets for each session at the May 22 and 23, 2021 "All NY, Modern Makers Market at Beacon" at Riverfront Park, based on the present day State Covid-19 Guidelines for gatherings.
3. Based on present day requirements, Hops on the Hudson will require all attendees to show proof of vaccination or recent testing.
4. Unfortunately due to time restraints, Hops on the Hudson asks for a final decision on April 19, 2021.
5. Thank you for giving us this opportunity.

Background:

1. On December 10, 2020, Hops on the Hudson submitted to the Recreation Department our event proposal for an All New York Artisan and Artist event, which would have a Farmers Market designation.
2. Since December 10th, Hops on the Hudson has accepted applications to close to 100 New York artisans, artists, food makers, beverage makers and food trucks to be exhibitors at this event.
3. Every business at this event is from New York and is a maker. Our goal for this event is to create an economic stimulus to every business owner. 90% of the businesses do not own a store.
4. These 100 businesses rely on events or festivals as a source of income by selling their product.
5. In February, 2021 The Department of Agriculture issued to Hops on the Hudson a Farmers Market Designation.
6. There are over 20 New York Food and Beverage makers attending the event. (see list of vendors)
7. Hops on the Hudson offered a free 10 ft. by 10 ft. tent space to 10 local and neighboring Not for profits, including but not limited to Howland Cultural Center, Fareground Food and Community of Beacon, Arts Mid-Hudson in Poughkeepsie and Putnam Arts Council.
8. Almost every Not for Profit accepted our invitation to attend and set up a tent. They need to promote.
9. This event is identified as Farmers Market where people come to shop. It is not a music festival. It is not a beer drinking festival. It is not a food festival. At our event there is no reason for anyone to take off their face cover.

Justification for exemption:

1. Our event is identified as a Farmers Market Designation (see attached).
 2. There is no drinking alcohol at the event.
 3. Food trucks are allowed. There will be NO seating area. Food purchasers will be required to picnic or take it to go. Standing and eating is not permissible and will be posted in the Food truck area.
 4. There is only background music. We will not be promoting any bands or performers.
 5. We submitted our Business Affirmation to New York Forward on March 30, 2021 and we completed our NY Forward Covid-19 Safety Plan at the same time.
 6. Hand sanitizing stations at the entrance of the event and at the entrance of all tents will be provided.
 7. Face coverings will be required while on the grounds and signs will be posted.
 8. Tickets are only sold in advance. Contact information is gathered during purchase of tickets.
 9. The event is designed with 1 way flow throughout the tent area. No walls on the tent during event.
 10. The physical area where the event is taking place is equal to or larger than the size of a football field.
 11. A football field has 57,600 square feet. Riverfront Park can hold up to 5,000 at any one time.
 12. 500 attending would be 10% of capacity. (We are presently requesting)
 13. 1000 attending would be 20% of capacity. (We would be willing to accept, if the Council decided on 20%)
 14. Allowing 200 is 4% of capacity.
- Thank you for taking the time. Hops on the Hudson llc

Company Name	Select your category
204 Haus Crafters	Housewares/Tabletop (coasters)
22KATKRAFTS	glass, gifts
A D'Zine	Jewelry
Alfred Stadler LifeStyle	Leather
Alien Woods	Wood Work - Furniture
Allison Belolan Art	Mixed Media
Ann Egan Jewelry	Jewelry
Art For Real People	Mixed Media
Atwood Furniture	Wood Work - Furniture
Aware Boutique	Jewelry
Bear Naked Knits	Fiber Art
Beezix Candy Company	Food, Fudge and Nostalgic Candy
Big Guy Hot Sauce	Food, Salsa
Birdhouses by The Which Craft Wagon	Birdhouses
Bolted Lightning	accessories, stained glass jewelry
Bongos Fries	Food truck
Bracelets Under the Gunks	Jewelry
Calmbucha	Food, calmbucha
CGroppe Glassworks	Glass
Cheesecake Heaven	Food - cheesecake
Clove Valley Creations	Jewelry
Connor McGinn Studios	Ceramics
Cooper's Daughter Spirits	food, Distilled Spirits
Corey's Pickles	Food, Pickles
Corey's Sugar Shack	food, maple specialty
Double Weave Studio	Baskets and Woven shawls
Elke Van Dyke Design	Jewelry
Exalted Alchemy	wellness - body/skin/spirit care
Fall Kill Creative Works	Ceramics
Finely Wrought	accessories, Leather, fine metal goods, and jewelry.
Finger Lakes Harvest	Food
Flatbush Granola Company	Food - granola
Food Truck USA	Food Truck
Georgia Blue Flower Truck	Flowers
Grateful Daze Boutique	Jewelry, candles, ornaments, hippie items
Greene County Wool	Fiber Art, sheep fleeces for hand spinners
Greenwood Designs	Jewelry
Groovy Chick Art	Artist - Painting, Mixed Media
Groundlings Pizza Co.	Food Truck
Harriet Forman Barrett	jewelry, bronze sculptures, painting

Company Name	Select your category
Heartwood Prints	Printmaking
Heimat New York	Food, Distillery
Heirloom Wood Products	Wood turning, cutting boards, and other wood products
Hell's Kitchen Hot Sauce	food, Hot Sauces and Jerky
Honeybrook Farms	Food, honey
Hudson Craft Co.	Home decor dream catchers
Hudson Valley Cold Pressed Oils	Food, Oil
Hudson Valley Kettle Corn	Food, popcorn
Hudson Valley Rod Co.	accessories, Bamboo Fly Fishing Rods
Hudson Valley Woodworking	Hand turned wood crafts - Bowls, bottle o
Indigo Lane Jewelry	Jewelry
Jar Worthy	Candles and Apothecary
Jeneric Bags	Fiber Art
Jennifer Hoertz Millinery	apparel, Millinery/hats
Karen E. Gersch	Artist - Painting
Kathryn Bineau	Glass
Kayla Noble	Ceramics
Kenny Eicher Art	Artist -Ink
Kilaarts	Artist - Painting
Klineware Pottery	Ceramics
Love Wood	Wood Work - Furniture
MAAC, LLC	Clothing
MadLanz Art	Artist - Painting
Merchant's Daughter	Food, cider
Ms. Sticks	accessories, Walking Sticks
Natural Philosophy Design & Manufacture	Wood Work - Furniture
New Prospect Pottery	Ceramics, Pottery
Nicole Jurain Pottery	Ceramics, Pottery
Pivot Concrete	Concrete
Postage Stamp Jewelry	Jewelry
resetreality	Artist - Painting
Road Grub Mobile	Food Truck
Rob's Roast Coffees	Food, coffee
Ronzworld Guitar Gallery	Artist - Painting
RoseAnna's Glass Art	Glass
S&M Woodworks	woodwork items
Sallye Ander Inc.	soap
Sarella Art Jewelry	Jewelry
She-Weld	Metal
Spice Beast	Food, spices
Spirits Lab	Alcohol

Company Name	Select your category
Stacy Kessler	Accessories, handbags
Terrae Collective	Apparel, clothing, art, hemp
The Dumpling Wagon	Food Truck
The Truffleist	Food, Truffle oil
Three little Pigs BBQ	Food Truck
Tree Juice Maple Syrup	Food, Maple syrup
Two Knit Wits	Mixed Media
Wavelength Antiques	Vintage Bluetooth Speakers
Weathertop Farm	Food, herbs and tonics
Wildflowers	Artist - Painted tinware and totebags
Wool Bags ect. For World Health	Fiber Art, all proceeds go to doctors

City of Beacon City Council Agenda
04/19/2021

Title:

City Council Meeting Minutes April 5, 2021

ATTACHMENTS

[City Council Meeting Minutes April 5, 2021](#)

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. Due to COVID-19 the City Council Meeting was held through video conference. The public was able to attend through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please note that the video recording of this meeting is available at <https://vimeo.com/533367406>. Please take further notice that in accordance with New York State Governor Andrew Cuomo's Executive Order 202.1 the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling 845 838 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

Amber Grant, At Large
George Mansfield, At Large
Terry Nelson, Ward One
Air Rhodes, Ward Two
Jodi McCredo, Ward Three
Councilmember Aymar-Blair
Lee Kyriacou, Mayor

Councilmembers Absent**Also Present:**

Chris White, City Administrator
Nicholas Ward-Willis, City Attorney

Local Laws and Resolutions:

Motion to waive Council policy to discuss resolutions in Council Workshop prior to voting on resolutions during Council Meetings

- Motion by Councilmember Rhodes
- Second by Councilmember Nelson
- Motion passes 7 - 0

1. Resolution Condemning Hate Crimes Against Asian Americans and Pacific Islanders

Motion to amend the Resolution to redact any mention of Asian American and Asian American Pacific Islanders and replace with "Asians and Pacific Islanders living in the United States"

- Motion by Councilmember Mansfield
- Second by Councilmember Rhodes
- Motion passes 7 - 0

Motion to amend the seventh Whereas clause to redact “Whereas the City of Beacon wishes to express its condemnation of these unacceptable acts of hatred [...]” and replace with “Whereas the City of Beacon wishes to condemn these unacceptable acts of hatred [...]”

- Motion by Councilmember Aymar-Blair
- Second by Councilmember Grant
- 7 - 0

- Motion to pass the resolution by Councilmember Rhodes
- Second by Councilmember Grant
- Motion passes 7 – 0

2. Resolution Approving Proposed Budget Amendments

- Motion to pass the resolution by Councilmember Grant
- Second by Councilmember Nelson
- Motion passes 7 – 0

3. Resolution Approving a Contract Amendment with County of Dutchess for Beacon Center at 223 Main Street to Allow Beacon Farmers' Market Operations

- Motion to pass the resolution by Councilmember Grant
- Second by Councilmember Mansfield
- Motion passes 7 – 0

4. Resolution Permitting the Beacon Farmers' Market to Operate at the Beacon Center Parking Lot

- Motion to pass the resolution by Councilmember Grant
- Second by Councilmember Mansfield
- Motion passes 7 – 0

5. Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Parking and Traffic for April 19, 2021

- Motion to pass the resolution by Councilmember McCredo
- Second by Councilmember Nelson
- Motion passes 7 – 0

6. Resolution to Modify the City of Beacon Volunteer Firefighter Roll Book

- Motion to pass the resolution by Councilmember McCredo
- Second by Councilmember Nelson
- Motion passes 7 – 0

Approval of Minutes

City Council Meeting Minutes March 15, 2021

- Motion to approve the Minutes by Councilmember Mansfield
- Second by Councilmember McCredo
- Motion passes 7 - 0

Executive session

- Motion to enter into Executive Session for Personnel by Councilmember McCredo
- Second by Councilmember Aymar-Blair
- Motion passes 7 - 0

Adjournment

- Motion to exit Executive Session and adjourn the meeting by Councilmember Grant
- Second by Councilmember McCredo
- Motion passes 7 - 0