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

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

August 1, 2022
7:00 PM
City Council Agenda

Call to Order

Pledge of Allegiance

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. Resolution No. 99 - Approving the Appointment of Thomas Wright to the Conservation Advisory Committee
2. Resolution No. 100 - Authorizing the City Administrator to Execute an Agreement with The Palombo Group for Construction Management Services on the Lewis Tompkins Hose Firehouse Renovation Project
3. Resolution No. 101 - Authorizing the City Administrator to Execute an Agreement with Core & Main LP for Water Meter Upgrades
4. Resolution No. 102 - Authorizing a Bond Issuance for Melizingah Reservoir Dam
5. Resolution No. 103 - Authorizing a Bond Issuance for Lewis Tompkins Hose Firehouse Renovations
6. Resolution No. 104 - Repealing Certain Previously Adopted Bond Authorizations
7. Resolution No. 105 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 223, Section 24.1 and Section 14, and Chapter 223 Attachment 2:2 of the Code of the City of Beacon Concerning Accessory Apartments

Approval of Minutes

1. July 18, 2022 City Council Minutes

2nd Opportunity for Public Comments

Adjournment

Title:

Resolution No. 99 - Approving the Appointment of Thomas Wright to the Conservation Advisory Committee

ATTACHMENTS

Thomas Wright Conservation Advisory Committee Application

Resolution Approving the Appointment of Thomas Wright to the Conservation Advisory Committee

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 Wright
Address	[redacted]
Phone Number	[redacted]
Alternate Phone	[redacted]
Email Address	[redacted]

Committee You are Interested In

- ☐ Board of Assessment Review
- ☐ Tree Advisory Committee
- ☐ Board of Ethics
- ☑ Conservation Advisory Committee
- ☐ Emergency Management Committee
- ☐ Greenway Trail Committee
- ☐ Human Rights Commission
- ☐ Planning Board
- ☐ Recreation Committee
- ☐ Traffic and Safety Planning Committee
- ☐ Zoning Board of Appeals
- ☐ Other

Available number of Hours per week (for Committee work)	1
Occupation	designer
Employer	Atlas Industries
Work Address	[redacted]
Work Phone	[redacted]

Education

- [ ] Some High School
- [ ] High School Diploma
- [ ] Some College
- [ ] Associates Degree
- [x] Bachelor's Degree
- [ ] Master's Degree
- [ ] Doctorate Degree

Interest & Skills: design, outdoor recreation, climate action

Areas of Expertise (business & civic): design, greenway trail development

---

Reference

Reference Name: [redacted]

Address: [redacted]

Phone: [redacted]

Email Address: [redacted]

Relationship: [redacted]

Please include your resume along with this application.

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

Applicant Signature: _____ Date: 6/16/22

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 99 OF 2022

RESOLUTION APPOINTING THOMAS WRIGHT TO THE CONSERVATION ADVISORY COMMITTEE

BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Thomas Wright to the Conservation Advisory Committee for a term beginning on August 1, 2022 and ending on December 31, 2023.

Resolution No. 99 of 2022			**Date: August 1, 2022**				
☐ **Amendments**						☐ **2/3 Required**	
☐ **Not on roll call.**			☐ **On roll call**			☐ **3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
08/01/2022

Title:

Resolution No. 100 - Authorizing the City Administrator to Execute an Agreement with The Palombo Group for Construction Management Services on the Lewis Tompkins Hose Firehouse Renovation Project

ATTACHMENTS

The Palombo Group Project Proposal

Draft Agreement with The Palombo Group for Construction Management Services on the Lewis Tompkins Hose Firehouse Renovation Project

Resolution Authorizing the City Administrator to Execute an Agreement with The Palombo Group

the Palombo Group



Making Visions Real

the Palombo Group

Commitment to Quality in Construction Management

LUIS RODRIGUEZ President

22 Noxon Street
POUGHKEEPSIE , NY 12601
P: 845.868.1239 | F: 845.485.1220
[redacted]
lrodriguez@thepalombogroup.com

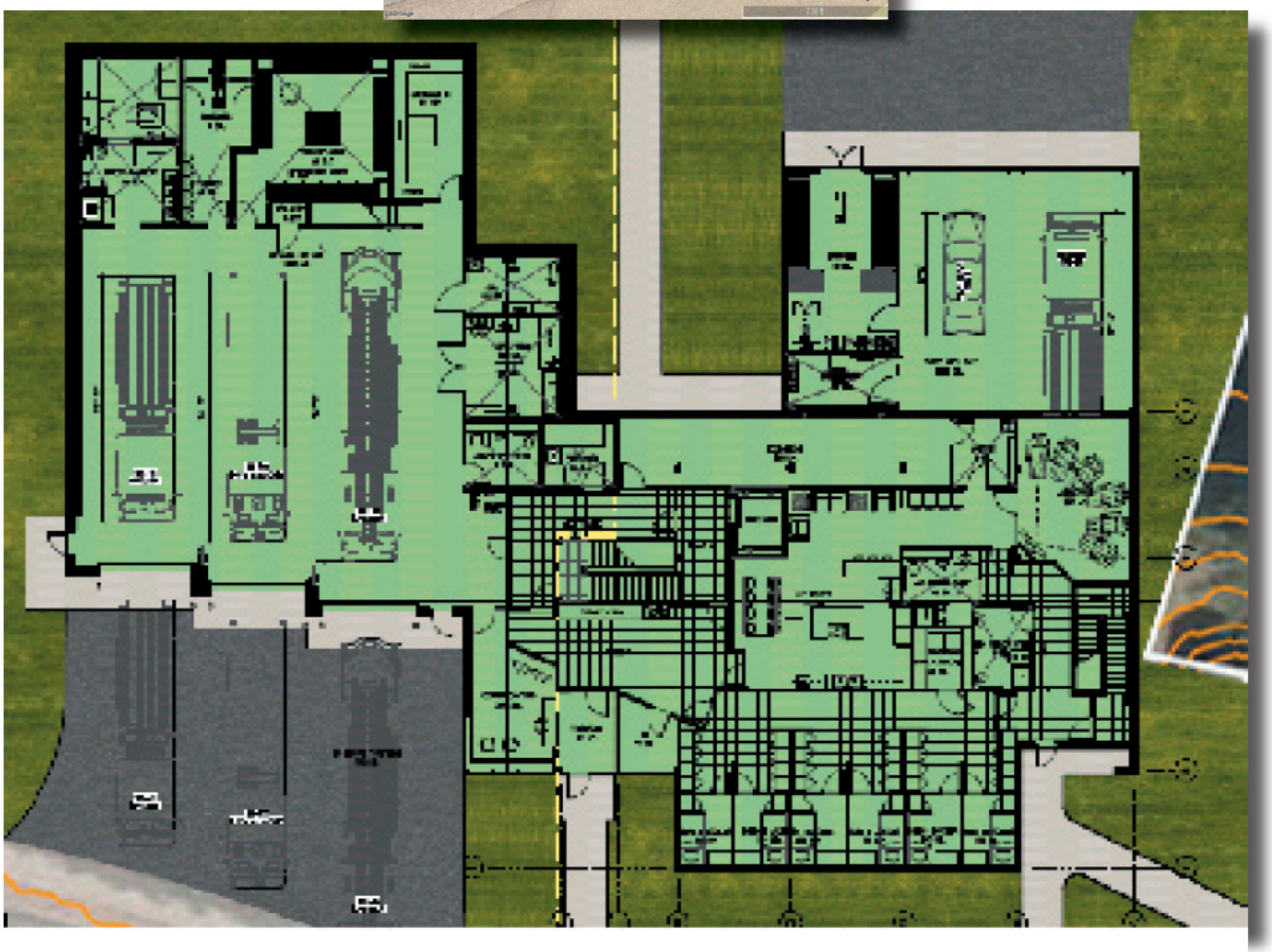
“The future of our communities will be impacted by what we do now.”

Making Visions Real for the City of Beacon Fire Department

The Palombo Group recognizes that building public facilities requires a special approach, one that is committed to collaboration and communication throughout the entire construction process. We believe that it is our job and responsibility to transform your vision from concept to reality and to complete your project on-time and on-budget.

We understand that the future of your and our community will be impacted by what we do now.





I. TITLE PAGE / TABLE OF CONTENTS





CITY OF BEACON

JULY 22, 2022



REQUEST FOR PROPOSAL:

CONSTRUCTION MANAGEMENT SERVICES FOR CITY OF BEACON FIRE DEPARTMENT - TOMPKINS HOSE FIRE COMPANY

the Palombo Group

LUIS RODRIGUEZ, PROJECT EXECUTIVE, THE PALOMBO GROUP

22 NOXON STREET, POUGHKEEPSIE, NY 12601

T. 845.868.1239
lrodriguez@thepalombogroup.com
www.thepalombogroup.com

Commitment to Quality in Construction Management

Table of Contents

I. TITLE PAGE / TABLE OF CONTENTS

II. COMPANY PROFILE

History / Location / Years in Business

a. EXPERIENCE & REFERENCES

Completed Public Wick's Law Building Projects:

Millbrook Central Schools / Poughkeepsie City Schools / Marlboro Central Schools / Monticello Central Schools/

Wappingers Central Schools / Hyde Park Central Schools / Pine Plains Central Schools / Spackenkill Union

Free School District / Pawling Central Schools

Current Project Commitments / Working Relationships / Legal Actions & Malpractice Claims

b. REFERENCES - Letters of References

Local Contacts / Professional Services Contacts / Local Prime Contractors

III. PROJECT APPROACH & MANAGEMENT PLAN

SECTION I. PROPOSED PROJECT TEAM

Organizational Chart / Resumes / Job Descriptions

SECTION II. METHODOLOGY & UNIQUE APPROACHES

Project Schedule / Key Issues / Frequently Asked Questions

SECTION III. SUMMARY OF MANAGEMENT SERVICES PROVIDED

Pre-Construction Phase:

General Philosophy / Cost Estimating / Value Engineering / Contract & Document Management

Construction & Post Construction Phases:

Site Safety / Procurement / Quality Control / Field Operations / Monitoring & Documentation

Communication Services & Community Interaction

IV. FEE SCHEDULE

Pre-Construction Phase

/ Construction Phase / Post Construction Phase

V. INSURANCE

A. Worker's Compensation

B. General Liability

C. Automobile Liability

D. Umbrella Policy



II. COMPANY PROFILE



SECTION HIGHLIGHTS:

History / Location / Years in Business

Company History

The creation and success of the Palombo Group has arisen from the need to fill the Construction Management niche with a highly competent and motivated institution.

With a vision to provide expert service to a major building market sector, The Palombo Group was formed in the year 2001 to serve as Construction Managers in the Public Works arena. Since that time, The Palombo Group has grown to represent both Public and Private School Districts, Government Municipalities and Health Care clients, with over 500 million in executed construction contracts to date.

The Palombo Group has built and maintains a strong foundation by diversifying the type and size of construction contracts we currently hold in the industry. In addition to Construction Management, The Palombo Group is well versed in General Construction and Design-Build projects where we continuously finish our projects on time and under budget.

In an effort to bring a higher level of professionalism to the construction industry The Palombo Group continues to grow by letting our actions speak louder than our words.

Two of the principals are Engineers from Rensselaer Polytechnic Institute and the third partner a Master Builder all knowing the value of hard work and determination. They have dedicated both their professional and personal reputations to The Palombo Group to ensure growth, promulgate return clientele and maintain a reference list that reads as a who's who in both public and private industry.

As a local firm we provide the necessary personal touch and a relationship building approach to ensure successful projects. All principals are always available and lead each of our procured projects. We are there when you need us are available at a moments notice.

As a young firm we provide the energy and enthusiasm to go above and beyond and put the proper amount of time into each of our projects. At The Palombo Group we are the first ones on site in the morning and the last ones locking the gates up at night. We pride ourselves on our work ethic. Our professional staff and services provide decades of global construction experience. Each individual lends specific talent thereby, making The Palombo Group one of the most knowledgeable Construction Management firms in the industry.

As a mid sized firm we provide unprecedented value to each of our projects as our low overhead allows our clients resources to be spent wisely on construction rather than promises and a trademark. The Palombo Group constantly recuperates the construction management fee by reviewing and correcting plans and specifications, providing accurate estimates based on current standards and providing efficient milestone scheduling aiding in optimal task and time based multiple prime contract coordination.

As a measure to our success, The Palombo Group has been hired in many stages of the Construction process. We have coordinated and aided in passing bond referendums. In this arena we have managed focus groups, moderated public discussions and have successfully promoted a project to pass a public bond referendum vote. We have also been selected post referendum phase to obtain design professionals ranging from Architects and Engineers. We have provided marketing and public relations. In most cases we have been hired solely to staff the actual construction of the project. No matter when we are procured in the process, The Palombo Group always welcomes the unique challenges each project presents and provides the same level of professionalism that has made us one of the top Construction Management firms in the arena.

Based in Poughkeepsie NY, Newburgh NY, and New Paltz, NY The Palombo Group provides Project Managers, Engineers, Architects, Field Superintendents and Marketing Specialists as part of our Construction Management services. We have formed a well rounded team ensuring all phases of construction will be properly managed and our clients are receiving the best possible service. No matter the size or duration of the project, the team based approach provided by The Palombo Group, continues to be an industry leader in Construction Management services.

IIa. EXPERIENCE & REFERENCES



SECTION HIGHLIGHTS:

Completed Wick's Law Building Projects:

Millbrook Central / Poughkeepsie City Schools / Marlboro Central Schools/ Monticello Central Schools/

Wappingers Central Schools /Pine Plains Central Schools / Hyde Park Central Schools / Spackenkill Union Free School District

Current Project Commitments / Working Relationships / Legal Actions & Malpractice Claims

Managed Projects: City of Poughkeepsie: Public Safety Facility







Project Budget: $8,000,000

Project Description:

A new 30,000 sq ft building with two sections:

A New Firehouse which included:

- Three truck bays
- Administrative offices
- Exercise facilities
- A kitchen
- A standing seam roof
- Steel and Masonry construction

A New Police Substation which included:

- Radio command room
- Crime scene investigation garage
- Firearm simulation training area
- Suspect interview facility

Project Schedule: Completed September 2007

Client Contact: **Mr. Richard L. DuPilka, PE**
City Engineer
(845) 451-4074

Architect Contact: **Mr. David Pacheco**
PRA
(518) 765-5105





Project Budget: $8,500,000

Project Description: New Fire House

New Paltz Fire Department:

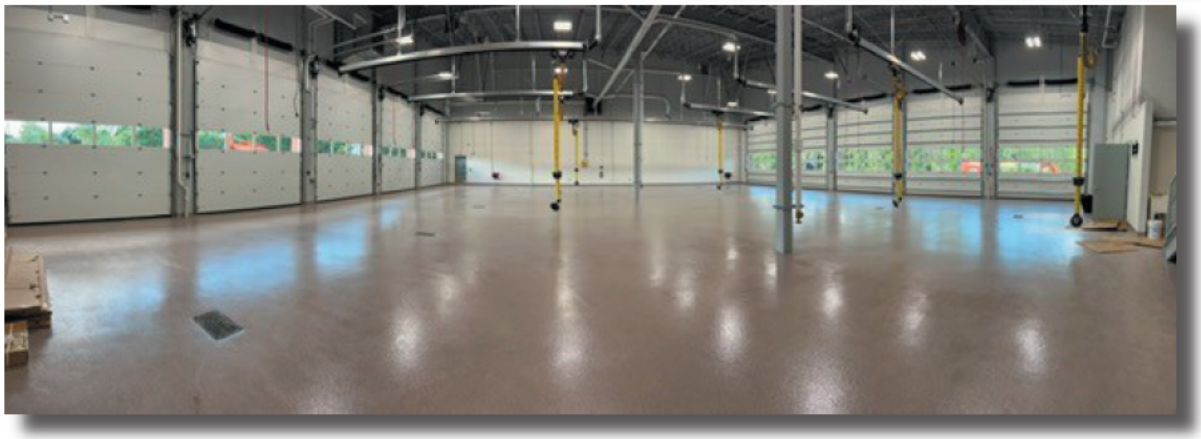
- approximately 16,600 GSF
- 5 apparatus bays with mezzanine
- Day Room
- Exercise Room
- Gear Room
- Kitchen
- Meeting Room

Site Work for New Building:

- Separate parking lot, new traffic pattern, sidewalks, and drainage improvements







Managed Projects: New Paltz Central School District







Project Budget: $52,900,000

Project Description: Additions/ Renovations Across 4 Schools District Wide / Transportation Facility

Middle School / High School

Phased Classroom Addition

- 8000 GSF addition - High School
- 37,000 GSF addition - Middle School

Phased School Reconstruction - District Wide

- Interior renovations
- Refinish gym floors
- Kitchen upgrades
- Exterior doors
- Replace toilet room partitions
- Cafeteria tables
- Replace plumbing piping, upgrade fixtures
- Traps, valves, temperature controls, heat control network
- Boiler upgrades
- Classroom outlets and computer connections
- New Parkling circulation
- Full Roof Replacements across all buildings

Project Schedule:

Completed on Time and under budget -

Summer 2005

Architect Contact: Tetratec
William Wisbauer

631.847.7762

Client Contact: Maria Rice

Superintendent (845)-256-4020



Project Budget: $10,000,000

Project Description: Courthouse Renovation

Renovation of existing SUNY program Space:

- approximately 30,000 GSF
- New courtrooms\
- New judges chambers
- New police locker rooms
- New holding cells
- New clerk offices

Site Work for New Addition:

- Separate parking lot, new traffic pattern, play areas, sidewalks, and drainage improvements







Managed Projects: Greene County Courthouse







Project Budget: $15,000,000

Project Description:

Restoration of the existing Catskill Courthouse including:

- Construction of two additions
- Creation of elevator and vestibule for ADA access
- Restoration of existing court rooms
- Restoration of existing cupola and balustrades
- Creation of additional holding cells for inmates
- Upgraded Fire Alarm system
- Upgraded Master Clock
- Upgraded Intercom systems
- Upgrade of existing galvalum roof to copper
- Exterior sandstone restoration
- Sitework
- Utilities

Project Schedule: Completed April 2010

Client Contact: **Mr. Daniel Frank**
(518) 719-3270

Architect Contact: **Envision Architects**
Mr. Ted Mallin
AIA
(518) 462-1848

Managed Projects: SUNY ULSTER - Relocation Project







Project Budget: $7.8M

Building Improvement Include:

- **Hazmat abatement**
- **ADA compliance/ new elevator**
- **Extensive classroom renovation**
- **Replacement of window walls**
- **Installation of cooling system**
- **Energy efficiency upgrades**
- **New entrance vestibule**
- **Use of innovative storm water/ green infrastructure**

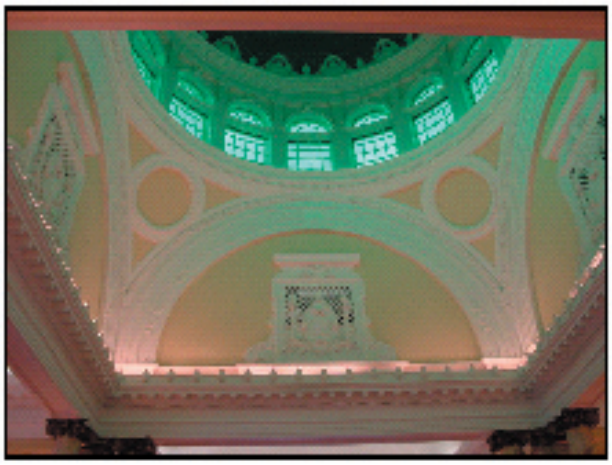
Project Schedule: Completed Summer 2015

Client Contact: Susan K. Plonski
Commissioner of Public Works
Kingston, New York 12401
(845) 340-3126

Architect Contact: Paul Vosburh Architects
Mr. Paul Vosburgh
(518) - 427-1470

Managed Projects: Poughkeepsie Public Library District: Adriance Memorial Library







Project Budget: $14,515,000

Project Description:

A brand new 4 story, 50,000 sq ft, LEED Certified building addition which included:

- Restoration of the existing library
- Demolition of selected parts of the pre-existing structure
- A new geothermal heating and cooling system
- New well fields under the buildings and parking areas
- New utilities run to the building
- Steel and Masonry constructions
- Administrative offices
- Children and teen program areas
- New parking
- Site work
- Landscaping

Project Schedule: Completed August 2009

Client Contact: **Mr. Thomas Laurence**
Executive Director
(845) 451-4950

Architect Contact: **Clark Patterson & Assoc**
Mr. Mark Johnson
AIA AICP
(845) 567-6700

Managed Projects: Dutchess County: Department of Public Works Highway Facility







Project Budget: $8,000,000

Project Description:

Demolition and Reconstruction of the former Dutchess County Engineering Building:

- Demolition of selected portions of the existing structure
- Hazardous Material Abatement
- Renovations to the pre-existing highway garage
- Upgrades to the Mechanical systems
- Upgrades to the Electrical systems
- Construction of a 17,000 sq ft building with parking at the ground level
- Development of new parking and circulation
- Repavement of existing parking area
- New parking area lighting
- Replacement curbs and sidewalks
- A new geothermal heating and cooling system
- 24 geothermal wells dug beneath the structure and parking
- A reflective white roof to limit heat absorption
- Steel and Masonry construction
- Site work

Project Schedule: Completed July 2010

Client Contact: **Mr. Roman Yasiejko, RA**
Director of Physical Facilities
DC Dept of Public Works
(845) 846-2121

Architect Contact: Paul Vosburgh Architects
(845) 758-0708

Managed Projects: Pawling Central School District - Transportation Facility







Project Budget: $5,625,000

Project Description:

New Transportation Facility including all associated site work and new fueling station

Ifrastructure repair work at the Elementary School

- HVAC Upgrades
- Toilet Upgrades
- ADA compliant work

Project Schedule: Completed Spring 2015

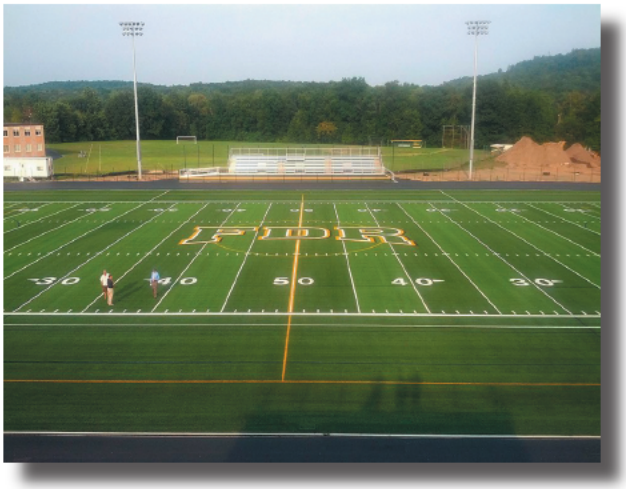
Client Contact: Ms. Neysa Sensenig
Business Official

(845)- 855-4661

Architect Contact: KG@D Architects
Mr. Walter Hauser
(914)-666-5900

Managed Projects: Hyde Park Central School District:







Project Budget: $9,900,000

Project Description:

All Schools

- HS Athletic Field Upgrades
- Hyde Park ES Boiler Replacement
- Violet Ave ES Boiler Replacement
- Ralph R Smith ES Boiler Replacement
- North Park ES Boiler Replacement
- FDR HS Boiler Replacement
- ADA Access to Athletic Fields
- Security Cameras to Athletic Fields
- New Well Pump / Wells / Distribution

Project Schedule: Completed on Time and Under Budget Fall 2013

Client Contact: Mrs Greer Fischer
Superintendent
(845) 229-4009

Architect Contact: Tetratech
Mr. William Wisbauer
(631)-847-7762

Managed Projects: Spackenkill Union Free School District: Spackenkill High School







Project Budget: $13,900,000

Project Description: School Addition & Alterations

- Classroom Addition
- Renovate Science labs & Classrooms
- Relocated & Renovate Art Rooms
- Renovate Physical Education & Health Rooms
- Add Pre-Engineering & Large Group Instruction room
- Renovate College, Career Development & Counseling Center
- Renovate Band & Chorus Rooms
- Renovate Special Ed, Testing & Conference Rooms
- Renovate Nurse's State & Adjacent Space
- Replace Asbestos Flooring
- Install Energy efficient Windows
- Replace Kitchen Equipment, Plumbing & Electrical
- Replace Damaged Classroom & Gym Doors
- Update Electrical System & Exterior Controls
- Replace room Heaters/Ventilators & Heating controls
- Install Air-Conditioning in Library and Replace Ceiling Tiles
- Replace Cafeteria Ceiling Tiles
- Renovate Main Office Reception Area
- Replace Front Doors
- Replace Existing Lifts w/Elevator
- Furnishings & Equipment

Project Schedule: Completed on Time and Under Budget Fall 2011

Client Contact: Ms. Michelle Moloney
Assistant Superintendent for Business
(845)-463-7800

Architect Contact: Clark Patterson Lee

Mr. Mark Johnson
(845)-567-9614

Managed Projects: Millbrook Central School District: Millbrook High School & Middle School







Project Budget: $9,939,080

Project Description:

All Schools

- HS Athletic Field Upgrades
- Elm Drive Roof Replacement
- Alden Place Roof Replacement
- Alden Place Mechanical Upgrades
- Millbrook MS Mechanical Upgrades
- Millbrook MS Electrical Upgrades
- ADA Access to Athletic Fields
- Security Cameras and Electric to Athletic Fields
- Irrigation Pump / Wells / Storage

Project Schedule: Completed on Time and Under Budget Fall 2013

Client Contact: Mr. Brian Fried
Business Official
(845) 677-4200

Architect Contact: Mosaic Architects
Mr. Nick Waer
(518)-479-4000

Managed Projects: Eastern Dutchess Government Center







Project Budget: $7,100,000

Project Description:

Demolition and Reconstruction of a Silver LEED certified building which included:

- Demolition of outlying buildings
- Partial demolition & reconstruction of main building
- Hazardous material abatement
- Upgraded Mechanical systems
- Upgraded Electrical systems
- Upgraded HVAC
- Plumbing and Fire Sprinkler upgrades
- Replacement roof for existing structure
- Window replacements for existing structure
- Door replacements for existing structure
- Exterior Masonry work
- New geothermal heating and cooling system
- 56 well fields were dug under the parking areas
- Development of new parking areas
- Replacement curbs and sidewalks
- Repavement of existing parking
- New lighting for parking areas

Project Schedule: Completed August 2008

Client Contact: **Mr. Roman Yasiejko, RA**
Director of Physical Facilities
DC Dept of Public Works
(845) 846-2121

Architect Contact: **Liscum & McCormack**
Mr. Michael McCormack
(845) 452-2268

Managed Projects: Marlboro Central School District: Marlboro High School







Project Budget: $27,000,000

Project Description:

Multi Phased - High School Reconstruction (9 - 12)

- Full conversion of existing electrical heating system to hot water
- Roof Replacement - 30 Year Warranty
- Window Replacement throughout High School
- Pool Renovation
- Auditorium Renovation
- Science Room Renovations
- Library Media Renovations
- Home & Careers Room Renovations

Sitework

- New Synthetic Football Field & Events
- New Synthetic Track
- New 1200 seat bleacher system
- New Tennis Courts
- Refurbished parking and circulation

Project Schedule:

Completed Fall 2010, on time and under budget.

Client Contact: Mr. Raymond Castellani, Superintendent (845) 236-5804

Architect Contact: Tetratec Mr. William Wisbauer (631)-847-7762

Managed Projects: Millbrook Central School District: New Millbrook High School







Project Budget: $25,796,953

Project Description

- 16 general classrooms
- 2 music classrooms with practice rooms
- 2 art classrooms
- 4 science classrooms/laboratories
- Home and career classroom
- Technology classroom
- Writing Lab
- Teaching Center
- Cafeteria and Kitchen
- Library Media Center
- Gymnasium with lobby area
- Locker rooms
- Auditorium with stage
- Main Lobby
- Elevator and stair towers
- Administrative offices
- Mechanical Room
- New Bus Loop and Parking

Project Schedule:

Completed on time and under budget Fall 2006

Client Contact: Dr. Lloyd Jaeger
Superintendent (845)-677-4200

Architect Contact: Clark Patterson & Assoc.
Chris Colbey - Associate
(845)-567-6700

Managed Projects: Pine Plains Central School District: Seymour Smith Elementary







Project Budget: $3,900,000

Project Description:

- Full exterior Masonry Restoration
- Upgrading of Storm Water Systems
- Additional parking, sidewalks and landscaping



Project Schedule: Completed Winter 2010 on time and under budget.

Client Contact: Mr. Michael Goldbeck
Business Official
(518) 398-7181

Architect Contact: Mosaic Architects

Mr. Michael Fanning, Partner
(518) 563-9418

Managed Projects: Greater Hudson Valley Family Health Center







Project Budget: $15,500,000

Project Description:

A new 75,000 sq ft Healthcare facility, which included:

Five major sections:

- OGBYN
- Pediatrics
- Internal Medicine
- Administration
- Behavioral Health

Five sub-sections:

- Pharmacy
- Radiology
- Lab Work
- WIC
- HIV examination

Site Work:

- Parking
- Sidewalks
- Curbs
- Parking area lighting
- Landscaping

Project Schedule: Completed April 2010

Client Contact: **Mr. Ken Mackintosh**
Director of External Affairs
(845) 220-3150

Architect Contact: **MAG Design**
Mr. Jamie Machado
(845) 702-7089

Managed Projects: Poughkeepsie City School District



Project Budget: $27,000,000

Project Description: Additions/ Renovations Across 10 Schools District Wide

Phased Classroom Addition

- 20,200 GSF addition - Krieger Elementary School
- 15,300 GSF addition - Morse Elementary School
- 26,000 GSF addition - Poughkeepsie High School

Phased School Reconstruction - District Wide

- Interior renovations
- Refinish cafeteria and gym floors
- Kitchen upgrade
- Exterior doors
- Replace toilet room partitions
- Cafeteria tables
- Replace plumbing piping, upgrade fixtures
- Traps, valves, temperature controls, heat control network
- Boiler upgrades
- Classroom outlets and computer connections
- Landscaping at front
- Full Roof Replacement





Project Schedule:

Completed on Time and under budget - Summer 2005

Architect Contact: Rhinebeck Architect
Mr. J Louis Turpin, AIA AICP
(845)-876-2832

Client Contact: Robert Watson
Superintendent (845)-453-0826

Managed Projects: Marlboro Central School District: Marlboro Elementary School



Project Budget: $33,200,000
Project Description: Multi Phased Project

New Addition (Grades 3-5 district-wide): $17,917,708

- approximately 70,000 GSF
- Two-story addition
- New library/media center
- New full-size gymnasium with stage area
- New cafeteria and kitchen
- New science labs
- New art, music, special education, academic intervention services (AIS), occupational/physical therapy (OT/PT), speech, and other resource classrooms
- New furniture and equipment (desks, chairs, computer equipment, etc.)
- Separate entrance, main office, nurses' office, parent conference room

Site Work for New Addition:

- Separate parking lot, new traffic pattern, play areas, sidewalks, and drainage improvements

Site Work for Existing Building:

- Re configured main entrance from Rt. 9W (with the addition of a traffic light); new bus loop and parent drop-off traffic pattern; new parking; relocation of play areas; sidewalks; and drainage improvements

School Renovations (Grades K-2): $5,526,374

- One-story addition for full day kindergarten (approximately 10,000 GSF)
- Remove existing modular classrooms
- Building renovations, including expanding the library/media center; upgrades to the gymnasium; new bathrooms; replacing windows and doors; storage; and kitchen improvements
- Upgrade/replace building systems, such as heating, ventilation, AC, plumbing, and electrical; asbestos abatement; ADA compliance issues
- Technology upgrades, such as computer equipment and wiring; phone system; and security
- General building improvements, including lighting, painting, and window screens
- Full Roof Replacement

Project Schedule:

Completed On Time and under budget - Summer 2005

Client Contact: Ray Castelani, Superintendent
(845)-236-5802

Architect Contact: Einhorn, Yaffee, Prescott, Architect
Mr. Hank Woeller,
(518)-431-3300

Managed Projects: Marlboro Central School District: Milton Elementary School







Project Budget: $4,783,712 Part of $33.2M Phased Project

Project Description:

School Renovations (Grades K-2):

- Remove existing modular classrooms
- Renovate classrooms to provide space for full day kindergarten
- New entrance way on lower level
- New elevator
- New exterior stairs, front and back
- Renovate classrooms, library/media center, kitchen, gymnasium, bathrooms, offices, and storage areas
- Replace windows and doors; upgrade or replace building systems such as heating, ventilation, AC, plumbing, and electrical; asbestos abatement; and ADA compliance issues
- Technology upgrades, such as computer equipment and wiring; phone system; and security
- General building improvements, including lighting, painting, and window screens, etc.
- Full Roof Replacement

Site Work

- New bus loop and parent drop-off; traffic pattern; new parking; relocation of play areas; sidewalks; and drainage improvements

Project Schedule:

Completed On Time and Under Budget - Fall 2005

Client Contact: Ray Castelani, Superintendent
(845)-236-5802

Architect Contact: Einhorn, Yaffee, Prescott, Architect
Mr. Hank Woeller,
(518)-431-3300

Managed Projects: Marlboro Central School District: Middle Hope Elementary School







Project Budget: $5,045,096 Part of $33.2M Phased Project

Project Description:

School Renovations (Grades K-2):

- Remove existing modular classrooms and replace with addition for five new classrooms and storage areas (approximately 5,000 GSF)
- Renovate classrooms to provide space for full day kindergarten
- Renovate classrooms, library/media center, kitchen, gymnasium, bathrooms, offices, and storage
- Replace windows and doors; upgrade or replace building systems such as heating, ventilation, AC, plumbing, and electrical; asbestos abatement; and ADA compliance issues
- Technology upgrades, such as computer equipment and wiring; phone system; and security
- General building improvements, including lighting, painting, and window screens, etc.
- Full Roof Replacement

Site Work

- Improvements to bus loop; new parking; relocation of play areas; sidewalks; and drainage improvements

Project Schedule:

Completed On time and under budget Winter 2008

Client Contact: Ray Castelani, Superintendent
(845)-236-5802

Architect Contact: Einhorn, Yaffee, Prescott, Architect
Mr. Hank Woeller,
(518)-431-3300

Managed Projects: Monticello Central School District:



Project Budget: $16,000,000

Project Description:

Monticello High School

- Construction of two additional classrooms
- Renovations of the Home and Career and Art Classrooms
- Creation of an additional Science Classroom
- Upgrade Fire Alarm, Master Clock and Intercom Systems
- Track Replacement & Parking Lot Lighting
- Renovate Shot Put Area
- Replacement of the roof at the High School including gym and auditorium
- Renovation of Room 200 and creation of two rooms from what is now one large lecture room
- Renovation of Auditorium to provide air conditioning and new sound system

Rutherford School

- Replacement of Roof
- Upgrade Master Clock
- Development of new parking lot & replace curbs and sidewalks
- Repave existing parking area and lighting
- Pave & install permanent sidewalk connecting road from High/Middle School
- Redefine 2 ball fields and replace backstops

Duggan School

- Roof Replacement
- Repave parking lot; replace curbs & sidewalks
- Upgrade of Master Clock System
- Redefine parking area to create additional parking

Cooke School

- Roof Replacement
- Repaving of parking area
- Renovation of Main Office & Nurse's Office
- Installation of perimeter drainage system
- Renovation of ball fields
- Upgrade of Master Clock System

Chase School

- Renovation of Main Office & Nurse's Office
- Replacement of Library Windows with falled thermopane seals
- Upgrade of Master Clock System
- Replacement of Roof; 30,000 sf
- Remove and Replace Basketball Court

St. John's Street Learning Center

- Replacement of windows which do not operate or have failed thermopane seals
- Replacement of roof

Project Schedule: 3 Phases

2004 - Completed, 2005 - Completed, 2006 - Completed Fall 2006 ont time and within budget

Client Contact: Gladys Baxter
Business Official
(845)-794-7700

Architect Contact: The Thomas Group
John Styles, Architect
(607)-277-7100

Managed Projects: Wappingers Central School District: EXCEL Project







Project Budget: $10,200,000

Project Description:

New Classroom Additions:

- approximately 16,000 GSF
- New technology center
- New furniture and equipment (desks, chairs, computer equipment, etc.)

School Renovations:

- Modular classroom installation
- Building renovations, including expanding the library/ media center; upgrades to the gymnasium; new bathrooms; replacing windows and doors; storage; and kitchen improvements
- Upgrade/replace building systems, such as heating, ventilation, AC, plumbing, and electrical; asbestos abatement; ADA compliance issues
- Technology upgrades, such as computer equipment and wiring; phone system; and security
- General building improvements, including lighting, painting, and window screens

Project Schedule: Completed on Time and Under Budget Fall 2009

Client Contact: Mr. Richard Powell, Superintendent (845)-298-5000

Architect Contact: Mosaic Associates Mr. Nicholas K. Waer, RA, AIA (518)-479-4000

Managed Projects: Hyde Park Central School District: Hyde Park Central School District







Project Budget: $15,900,000

Project Description:

School Reconstruction

- Security System Installation District Wide
- Roof Replacements District Wide
- Historic Window Replacement District Wide
- ADA Compliance Work District Wide

Project Schedule: Project Phased into 3 phases and Completed on Time and within Budget Winter 2009

Client Contact: Mr. Wayne Kurlander
Assistant Superintendent for Business
(845)-229-4009

Architect Contact: Thomas Associates
Mr. William Wisbauer
(631)-847-7762

Managed Projects: Pine Plains Central School District:









Project Budget: $1,200,000

Project Description:

- Track/Field Restoration
- New Bleachers
- Tennis Court Refurbishment
- Lockeroom Renovations

Project Schedule:

Completed Spring 2008

Client Contact: Mr. Michael Goldbeck
Business Official
(518)-398-7181

Architect Contact: Mosaic Architects
Mr. Michael Fanning, Partner
(845)-567-6700

Current Project Commitments

The Palombo Group is currently under contract as the Construction Manager with:

- Village of New Paltz Fire District $9M - Currently in Post Construction Phase
- Mahopac Central School District $50M - Currently in Pre-Construction / Construction Phase
- Ellenville Central School District $20M - Currently in Pre-Construction Phase
- Pawling Central School District $47.8M - Currently in Pre-Construction Phase/ Construction Phase
- Hyde Park Central School District $26M - Currently in Construction Phase - Projected Completion Winter 2022
- Newburgh Enlarged City School District $260M - Currently in Construction Phase - Projected Completion Winter 2028
- Cornwall Central School District $20M - Currently in Pre-Construction Phase
- Red Hook Central School District $25M - Currently in Pre-Construction Phase
- South Orangetown Central School District $49M - Currently in Pre-Construction Phase
- North Rockland Central School District $32M - Currently in Pre-Construction Phase
- Valley Central School District $13.2M - Currently in Construction Phase

Working Relationships

Over the years, we have developed and networked with the best architects, consultants, and contractors the Mid-Hudson Valley has to offer.

Our network of contractors throughout the Mid-Hudson Valley has allowed us to arouse maximum bidder interest and turnout; which means "savings" for the owner. We "do not" bid public construction as a General Contractor which allows for much smoother and better management amongst the trades.

IIb. REFERENCES



SECTION HIGHLIGHTS:

Letters of Reference

Local Contacts / Professional Services Contacts

LETTERS OF REFERENCE

MAHOPAC CENTRAL SCHOOL DISTRICT

Superintendent of Schools
Anthony DiCarlo

September 9, 2021

To Whom it May Concern:

The Mahopac Central School District has retained the services of the Palombo Group in order to assist in the development of the district's Capital Project.

President Luis Rodriguez, working in conjunction with the district's Architect and Director of Facilities, utilizes valued engineering to reduce overall costs in order to award bids for projects, while keeping the budgetary appropriations in mind.

President Rodriguez attends all planning meetings and provides the district with many options for the district's consideration. His expertise in handling a project from pre-referendum and its initial stages through the design and construction stage has been evident throughout the process.

I highly recommend the Palombo Group as a construction manager for a project of any size.

Please feel free to contact me should you wish to speak about specific details of any project.

Sincerely yours,

Anthony DiCarlo
Superintendent of Schools

179 East Lake Blvd., Mahopac, NY 10541-1666 (845) 628-3415 Fax (845) 628-0261

Spackenkill Union Free School District
District Office
[redacted]
www.spackenkillschools.org

Michele S. Moloney
School Business Manager

November 2020

To Whom it May Concern:

I have had the privilege of working with the Palombo Group since September 2004 in both a large and small school district settings.

In September 2004, the Wappingers Central School District retained the services of the Palombo Group in order to assist in the development of the district's Master Plan.

President Luis Rodriguez became involved with the two capital projects, that prior to his engagement, were stalled due to initial bids received being over budget. Luis, working in conjunction with the district's Architect and Director of Facilities, utilized value engineering to reduce overall costs in order to award bids for these projects. As a result of Luis' planning and oversight, and given an aggressive timeline, a new addition to a high school cafeteria and a new roof for a large elementary school were completed over the summer of 2005. Both projects were completed on time and within budgetary appropriations.

In November 2010, I joined the Spackenkill Union Free School District. The Palombo Group had been hired as the construction manager for a $10 million project at the high school. The project included a four classroom addition, a new black box theater and science lab renovations. The project was completed on time and within budget.

The Palombo Group also served as project manager for Spackenkill to complete a $3 million Energy Performance Contract that included lighting and HVAC upgrades to all four of our school buildings.

In 2017 the Palombo Group was once again hired as the construction manager for Spackenkill's latest $24 million project. The project consisted of an artificial turf field and stadium, roofs at all 4 of our school buildings, and miscellaneous alterations throughout all of our buildings including upgrades to our mechanical HVAC system. This project was brought in significantly under budget.

Luis attended all planning meetings and provided the district with many options for the district's consideration. His expertise in handling a project from pre-referendum and its initial stages through the design and construction stage has been evident throughout the process.

I highly recommend the Palombo Group as construction manager for a project of any size.

Please feel free to contact me if you wish to speak about specific details of any project.

Sincerely yours,

Michele S. Moloney
School Business Manager

WEBUTUCK CENTRAL SCHOOLS

Raymond Castellani
Superintendent
[redacted]

November 12, 2020

To Whom It May Concern:

It is with great pleasure that I write this letter of reference for the Palombo Group and CEO, Mr. Luis Rodriguez, I have been fortunate enough to have worked closely with the Palombo Group and specifically Luis over the last twenty years spanning five Capital Improvement Projects ranging in scope from $3 million dollars to $33 million dollars, for a total of over $86 million dollars.

Throughout all of these projects, which included various phases from pre-referendum, public information campaigns, construction budget, collaboration with architects, managing sub-contractors and labor, through close out and punch list, the Palombo Group has been nothing but professional, thorough, and most of all an advocate and friend to the District they represent,

The Palombo Group's attention to detail, communication to all parties and overall performance is second to none! Each and every project they have managed has come in "on time and under budget", A true testament to their caliber of services is the overall satisfaction and support that the community and its constituents have expressed at the beginning, during, and conclusion of each Capital Improvement Project!

In our most recent Capital Improvement Project which is coming to a close, Luis and The Palombo Group finalized a very difficult septic system upgrade that was not accurately designed by the District's former architect. The Palombo Group intervened and took the entire septic project over, and once again through their commitment to our District completed the difficult project on time and under budget.

I enthusiastically recommend the Palombo Group to any school district based on the strong track record of success that the districts which I have been a part of have enjoyed. The Palombo Group is an accomplished professional construction management firm that knows how to get the job done "right"!

Sincerely,

Raymond Castellani

Raymond Castellani
Superintendent

RC/tmt

RED HOOK CENTRAL SCHOOL DISTRICT

[redacted]

Janet Warden, *Superintendent*
Bruce Martin *Business Administrator*
Kitty Summers, *Assistant to the Superintendent/Curriculum & Instruction*

[redacted]

November 19, 2020

To Whom It May Concern:

This letter is to recommend you consider The Palombo Group, led by Luis Rodriguez, for your future capital project. Mr. Rodriguez has provided construction management services for a variety of projects including the renovation of nine science classrooms at our high school, security and technology upgrades district wide, major HVAC upgrades at the elementary school and construction of our soon to be completed 700 seat auditorium. In each of these projects prereferendum services including comprehensive construction budgets and detailed schedules provided quality information to share with the residents of the district.

Evidence of Lou's commitment to the project, and the district, has frequently been displayed at project meetings. His knowledge of the construction documents, industry standards and the local market allow him to advocate for the district when challenged by prime contractors. I believe these attributes have served to minimize change orders and control project costs.

In closing, I strongly recommend you consider The Palombo Group to provide construction management services. Feel free to contact me if can be of further assistance.

Sincerely,

Bruce Martin
Business Administrator

Ellenville Central School District

[redacted]

[redacted]

Lisa A. Wiles
Superintendent of Schools

November 2020

To Whom It May Concern:

I am pleased to provide this letter of reference for The Palombo Group (TPG), who has been working with the Ellenville Central School District as our construction manager since 2016. We have, and will continue to, recommend TPG to anyone looking for a professional, knowledgeable and competent construction manager.

In May of 2016 our District retained the services of TPG to manage the capital project that was approved by the voters in December of 2014 and have worked directly with Luis Rodriguez since that time. Our only regret is that we did not have TPG on board during the planning and design phase of the project.

The initial bids were received in November 2016 and came in $2.5 million over budget based on estimates from our architect. Mr. Rodriguez repackaged the bid documents and assisted our Board of Education to modify the scope of the project, which maximized the work completed within the approved authorization.

Prior to working with TPG, the District had numerous construction managers who did not represent the interests of the District, namely our students and taxpayers. We often found ourselves in costly litigation. During the scope of the work completed over the last four years, TPG has navigated our projects so that we were well within our budgets and timelines. Mr. Rodriguez and his team have been very responsive and attentive to the needs of our schools and have done an excellent job holding the contractors accountable.

Historically, it has been very difficult to gain the support of the community for capital projects in our District. In December of 2019, with the help of Mr. Rodriguez's planning, a referendum was approved by the voters in the amount of $19,995,000. We are very confident that TPG will continue to provide the same level of professionalism and oversight to bring our projects to completion, both on time and within our budget.

Based on the quality of TPG's prior work in the District, I, without hesitation, would recommend The Palombo Group to any school district. If you have any questions, or if there is any other information I can provide to enhance their candidacy, please do not hesitate to contact me.

Sincerely,

Lisa A. Wiles
Superintendent of Schools

RED HOOK CENTRAL SCHOOL DISTRICT

[redacted]

Paul Finch, *Superintendent*
Bruce Martin *Business Administrator*
Donna Gaynor, *Assistant to the Superintendent/Curriculum & Instruction*

[redacted]

August 18, 2016

To Whom It May Concern:

This letter is to recommend you consider The Palombo Group, led by Luis Rodriguez, for your future capital project. Mr. Rodriguez has provided construction management services for a variety of projects including the renovation of nine science classrooms at our high school, security and technology upgrades district wide and major HVAC upgrades at the elementary school. In each of these projects pre-referendum services including comprehensive construction budgets and detailed schedules provided quality information to share with the residents of the district.

Evidence of Lou's commitment to the project, and the district, has frequently been displayed at project meetings. His knowledge of the construction documents, industry standards and the local market allow him to advocate for the district when challenged by prime contractors. I believe these attributes have served to minimize change orders and control project costs.

In closing, I strongly recommend you consider The Palombo Group to provide construction management services. Feel free to contact me if can be of further assistance.

Sincerely,

Paul Finch

Paul Finch
Superintendent of Schools

Millbrook CENTRAL SCHOOL DISTRICT

P.O. Box AA • Millbrook, New York 12545 (845) 677-4200

Office of the Assistant Superintendent for Business, Finance & Operations

11 August 2016

Tom Burnell
Assistant Superintendent for Support Services
Rhinebeck Central School District
[redacted]

Dear Mr. Burnell:

Luis Rodriguez asked me to serve as a reference and to write a letter of recommendation for The Palombo Group's candidacy for construction management services for Rhinebeck CSD. It is my pleasure to do so.

The Palombo Group served as the construction manager for the Millbrook Central School District for our two most recent large-scale projects: the construction of a new high school building in 2006 and a renovation and field reconstruction project in 2013. The renovation project included two roof replacements, two heating upgrades (including one conversion to hot water), an electrical upgrade, the renovation of three athletic fields with irrigation system, and the installation of an artificial turf field with stadium lighting.

In both instances, Palombo helped us to bring projects to closure satisfactorily and under-budget . As a testament to Palombo's quality of work, after our 2006 experience, during the RFP process for the 2013 project, our Board of Education chose Palombo even though their fee structure was not quite as competitive as other respondent firms at the time. When issues arose (and they almost certainly will when dealing with a $10M+ project), Palombo brought an active problem-solving mindset to the table. They were unequivocal in their guidance.

Based on the quality of their prior work in the District, I would absolutely be comfortable advocating to our Board of Education for their rehiring in Millbrook CSD. I recommend the Palombo Group without hesitation. If you have any questions, or if there is any other information I can provide to enhance their candidacy, please do not hesitate to contact me.

Sincerely,

Brian S. Fried
Assistant Superintendent for Business, Finance & Operations

PINE PLAINS CENTRAL SCHOOL DISTRICT
[redacted]
[redacted] WWW.PPCSD.ORG

August 16, 2016

To Whom It May Concern:

I am pleased to provide this letter as reference for construction management firm The Palombo Group of Stanfordville, NY.

The Pine Plains Central School District has worked directly with Mr. Luis Rodriguez of the Palombo Group and his on-site managers on three diverse projects. In 2008, his company assisted the district with a $1,000,000 upgrade of our athletics facilities that included installation of new outdoor bleachers, a relocated and expanded weight room, track and tennis court resurfacing and the construction of a large storage building. With the capable assistance of The Palombo Group, the project proceeded to conclusion in a timely manner without any significant issues and was completed on time and well within our budget.

In 2010, the Palombo Group worked with the District on the exterior refurbishment and reconstruction of our oldest school building, Seymour Smith Elementary School, a WPA Project building that was originally constructed in 1932. While a reconstruction project such as this one, which involved the removal and replacement of large areas of exterior masonry will, by definition, result in numerous "undiscovered conditions" the Palombo Group kept this project well within budget and brought it to completion on time. It is six years later and while the building (now called Seymour Smith Intermediate Learning Center) is more than 80 years old, we continue to receive very positive comments on how great the building looks.

In mid-2014, when the District embarked upon our most recent project, the construction of a new transportation facility, we again, without hesitation, contacted Mr. Rodriguez and contracted with The Palombo Group to assist in the planning, as well as management of the construction of this building. The support The Palombo Group has provided on this project has been invaluable. Initially faced with a tight budget, Mr. Rodriguez took a methodical approach at the onset of our planning to value engineer the project and keep it within our voter authorized limits, while still providing all of the facilities we required. At all times, The Palombo Group clearly has the best interests of the District at the forefront. This was particularly evident when we faced a contractor issue that could have significantly affected the timetable for the project and had the potential for litigation on the part of the District. The swift, proactive approach of both Mr. Rodriguez and his on-site manager avoided what could have resulted in several weeks of delays and quickly brought the dispute to a resolution that was agreeable to both parties.

In addition to all of the above, Mr. Rodriguez and his staff have always been a pleasure to work with. I therefore recommend The Palombo Group and their services, from concept to completion, without reservation. If you wish to speak with me directly, I can be reached at 518-398-7181, ext. 1410.

Sincerely,

Michael Goldbeck
Assistant Superintendent for Business and Finance

New Paltz
Central School District

Maria C. Rice
Superintendent of Schools
[redacted]
www.newpaltz.k12.ny.us

August 27, 2018

To Whom It May Concern:

I am pleased to provide you with this letter of reference on behalf of Mr. Luis Rodriguez and The Palombo Group of Stanfordville, New York.

The New Paltz Central School District has been priviledged to work with Mr. Rodriguez and his on-site managers during the ongoing process of our nearly $53 million dollar capital improvement project. This project is one that has included widespread work on all four of our school buildings and the bus garage with new construction at the high school, bus garage, and the most extensive work taking place at New Paltz Middle School with both new construction and renovation to the existing building.

As we began the process of informing and educating the community about the proposed capital project, Mr. Rodriguez was instrumental in providing clarity to the public, as well as, to our school community about many of the expectations of the project and what it could provide, should it be approved by the voters. His consistent support and invaluable knowledge assisted the District in a successful voter approval of our capital project in March of 2015.

Since that time, Luis and his team have consistently coordinated and collaborated with District leadership in planning all aspects of the project with the least disruption to student learning. Mr. Rodriguez has provided timely and thorough construction and financial updates regarding the ongoing project to the District, Board of Education and the community.

With the complexities involved in the construction of marrying an aging building with new design, his expertise in the collaboration and execution of the required work with our architechtural firm has kept the project moving forward as scheduled and within budget.

It is without reservation that I recommend The Palumbo Group under the direction of Mr. Luis Rodriguez to you. If you would like more information, please feel free to contact me at 845-256-2020.

Sincerely,

Maria C. Rice

Maria C. Rice
Superintendent of Schools

References: Local Contacts

Public Entities

Mark Rider	Ulster County Deputiy County Executive
Bradford Kendall	Dutchess County Clerk

Superintendents

Robert Pritchard	South Orangetown Central School District
Anthony DiCarlo	Mahopac Central School District
Lisa Wyles	Ellenville Central School District
Ray Castellani	Webutuck Central School District
Paul Fanuele	Spackenkill Union Free School District
William Ward	Pawling Central School District
Maria Rice	New Paltz Central School District
Greer Fischer	Hyde Park Central School District
Paul Finch	Red Hook Central School District
Phil D'Angelo	Millbrook Central School District
Dr. Martin Handler	Pine Plains Central School District
Thomas M. Bongiovi	Highland Central School District

Business Officials

Sandra Clohessy	Mahopac Central School District
Vince Napoli	Ellenville Central School District
Linda Steinburgh	Hyde Park Central School District
Michele Maloney	Spackenkill Central School District
Bruce Martin	Red Hook Central School District
Neysa Sensenig	Pawling Central School District
Michael Goldbeck	Pine Plains Central School District
Richard Linden	New Paltz Central School District
Brain Fried	Millbrook Central School District

Facilities Directors/Engineering

Andy Velez	Newburgh Enlarged City School District
Elliot Sheldon	Hyde Park Central School District
Jack Rallo	South Orangetown Central School District
Perry Sheldon	Red Hook Central School District
Glen Freyer	Brewster Central School District
Vince Napoli	Ellenville Central School District

References: Professional Services Contacts

Architects

Rick Alfandre	Alfandre Architects
William Wisbauer	TetraTec
Garrett Hamlin	TetraTec
Christopher Colbey	Clark Patterson Associates
Nicholas Waer	Mosaic
Michael McCormick	Liscum McCormack VanVoorhis LLP
Walter Hauser	Kaeyer Garment Davidson
Paul Vosburgh	Vosburgh Architectts
Ronald Consentino	Silverman & Consentino Associates
Mark Lippi	The Hillier Group
Franciscco Melendez	EI Associates

Engineers

Excel Engineering

Fellenzer Engineering - Mark Fellenzer

Tectonic Engineering

Schaefer Associates

Hesnor Engineering

Clough Harbour & Associates

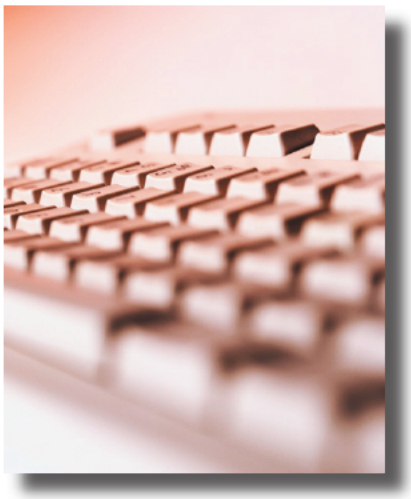
The Chazen Companies

The Disalvo Ericson Group

Hazardous Materials/Testing Agencies

Vincent Lander	QuES&T
John Sotor	Adelaide
Jim Smith	Advance Testing
	Envirologic
	O'Brien & Gear
	Fairway Testing

III. PROJECT APPROACH & MANAGEMENT PLAN



SECTION HIGHLIGHTS:

SECTION I: SUMMARY OF PROJECT APPROACH & PROPOSED PROJECT TEAM

Organizational Chart / Resumes / Job Descriptions

SECTION II. METHODOLOGY & UNIQUE APPROACHES

Project Schedule / Key Issues / Frequently Asked Questions

SECTION III. SUMMARY OF MANAGEMENT SERVICES PROVIDED

Team Responsibilities

Project Team

- City of Beacon / Fire Chief
- Architects
- Construction Manager
- Hazardous Materials Consultant and other Testing Consultants

- Schedule and Site Evaluation
  - The current site in the City of Beacon. A detailed milestone schedule will need to be created for bidding purposes and to track the project. Material deliveries, contractor staging and security are several issues which will be carefully planned by the entire project team.

- Existing Condition Surveys
  - Hazardous Material Evaluation – Asbestos and lead are two materials that currently require special consideration for abatement and demolition. Upon review of the existing conditions, the phasing of the renovation and demolition areas can be evaluated. Pending review of existing conditions, any areas to be renovated will be abated of all hazardous materials prior to demolition. Once the abatement has occurred, the entire site can be demolished as clean waste. Thereby, saving money as not bagging the entire area as hazardous. These areas will also require a complete survey to ensure all material, visible and hidden are accounted for in the budget. We will work with your Hazmat consultants to assure all areas are properly surveyed before construction commences.

- Submittal Review
  - To accelerate our construction schedules, we have found a parallel submittal and shop drawing review is the best method. All Prime Contractors send submittals to the Architect and Construction Manager at the same time. The Architect will then send executed submittals back to the Prime Contractor with a copy to the CM. The construction manager can still track all submittals but a week of mail time is eliminated.

- Change Orders
  - Change orders are a part of every construction project. A successful CM should hold changes 3% or under of the hard project cost not including Owner Requested changes. On several Palombo Group jobs we are under 2% INCLUDING Owner Requested items.
    - Our main tool to keep costs down is performing a complete constructability review to identify problems before they arise.
    - Streamline the process, allowing the Project Team to see all involved costs before making a decision, also holds these percentages to a minimum.

- Owners Representative
  - The City of Beacon should dedicate someone to act as the Owners Representative. This person will serve as the point of contact for the entire project team. All correspondence and decisions would be made through this person and their team. Typically an Owners Representative is empowered to make instant decisions up to a monetary value. Our current average value of Owners Rep approved changes is approximately $15,000.00. This representative would also attend all Job Progress Meetings.

Value Engineering / Energy Compliance

- Miscellaneous Pre-Construction Items
    - o Upon renovating the existing building all items will be required to be brought up to current building code. ADA requirements, fresh air intake and allowable building materials will have to be included in the plans and specifications.
    - o LEEDS requirements – The more environmentally sound materials and techniques used the better the rating will be.
- Cost efficient items
    - o Rated windows
    - o Rated doors
    - o Rated flooring
    - o Rated roofing
    - o Rated electrical fixtures
    - o Rated HVAC fixtures
    - o Time clocks
- Items for scope and cost discussion
    - o Passive heating and cooling
    - o Shading
    - o Day lighting
    - o Power production (solar)
    - o Redundancy





Project Closeout

The Palombo Group believes the closeout phase of the project is the most important. It is the last impression to the project team. It is also the phase that protects the Owner against product defects, documents and all warranties. We prepare for project closeout during the preconstruction phase of the project.

- Documentation
  - The Palombo Group documents all phases of the project. A neatly arranged and labeled file cabinet will be turned over to the Owner with all project history documentation contained inside.
  - The Palombo Group uses state of the art construction management software called "ProLog." Our entire database will also be provided electronically.
  - The Palombo Group manages all as-built drawings and closeout submittals. They include:
    - ☐ Release of Liens
    - ☐ Consents of Surety
    - ☐ Payments of Debts and Claims
    - ☐ Extended insurance requirements
    - ☐ Prime Contract Guarantees
    - ☐ Material Warranties

- Owner Occupancy, Opening and Turnover
  - Punch Lists or (Work to Complete Lists) will be made by the Owner, Architect and Construction Manager and compiled into one list.
    - ☐ They are given to appropriate Prime Contractor.
    - ☐ They are monitored by construction Manager until complete.
    - ☐ As tasks are completed they are logged and dated.
    - ☐ Completed list sent to Owner and Architect for final approval and payment.

  - Upon completion and sign off of punch list,the City of Beacon will be able to occupy the spaces. The project turn over dates by contractors are scheduled weeks in advance of move in dates. This allows:
    - ☐ Technology and communication system programming.
    - ☐ Owners training sessions
    - ☐ Owner practice use of new applications.
    - ☐ Owner testing of new applications.
    - ☐ Furniture delivery, unpacking and set-up.
    - ☐ Final floor waxing.
    - ☐ Window treatments (if not in scope)
    - ☐ Ribbon cutting ceremonies.

    A successful project starts from the beginning with careful planning from an experienced Project Team and ends with a successful closeout. We look forward to committing our services to the City of Beacon to make your project a success.

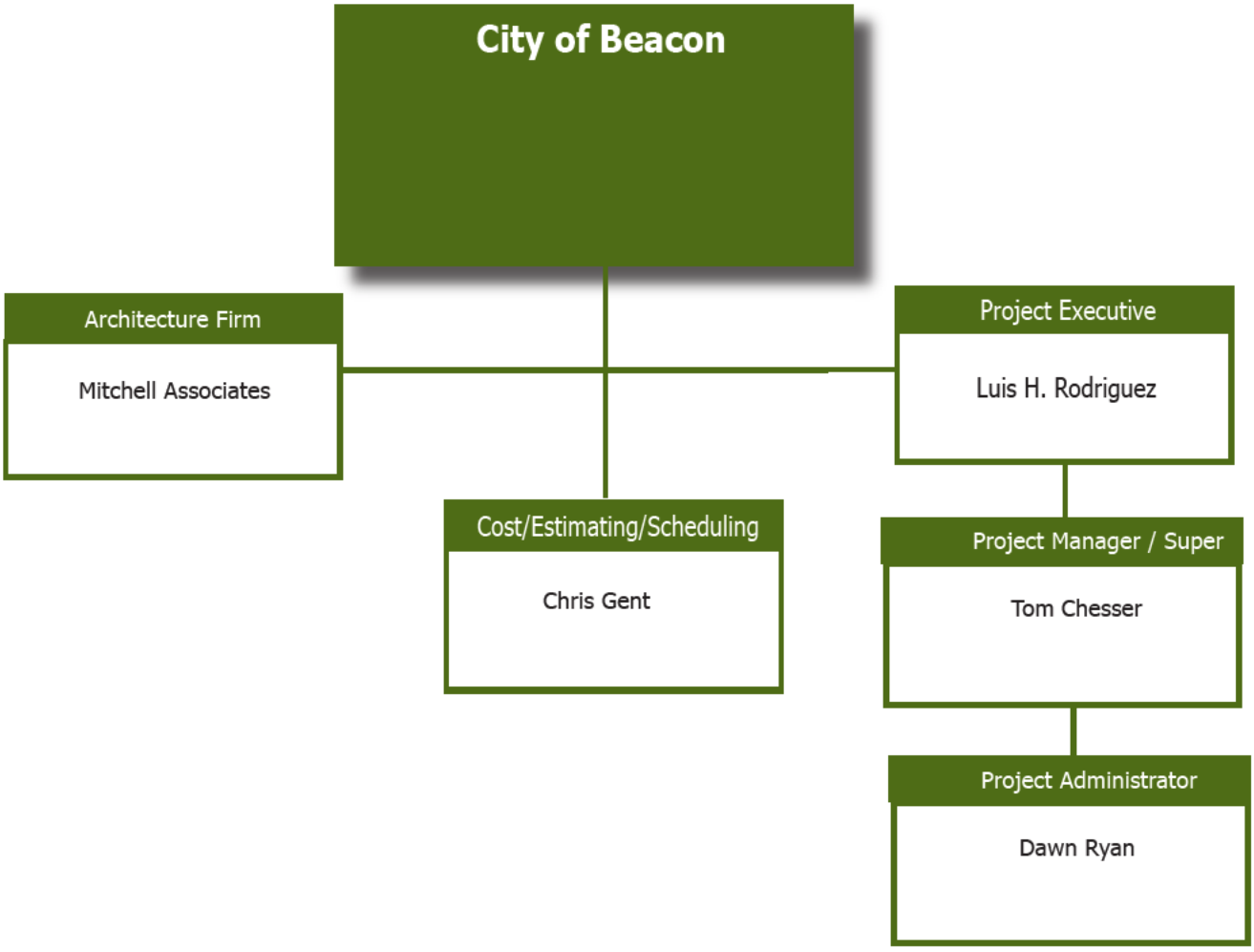
PROPOSED PROJECT TEAM



SECTION HIGHLIGHTS:

Organization Chart / Resumes / Job Descriptions

Organization Chart of Project Specific Staff



Luis H. Rodriguez Project Executive

Mr. Rodriguez had spent the past 20 years specializing entirely in Public Works Construction Management. He has been involved in over 50 Construction Management projects within that time frame.

Luis's expertise ranges from pre-referendum bond voting and planning procedures to post construction close out phases. Most clients rely on his wealth of pre-construction knowledge, which is the time frame from passing a construction bond up to construction, to ensure their projects will be a success.

Luis will be the point of contact for all phases of the project; assisting in managing state aid ability, project budgets, project schedule, bidding procedures, construction budgets and project closeout.

Along with his vast Education construction experience, Luis has over 20 years construction experience proving his services to industry leaders such as Turner, Hubbel and Parsons. Throughout the Mid-Hudson Valley region he has used his leadership and communication skills assuring all his projects come in on time and under budget.

- Project Executive, New Paltz Central School District, $52.9M
- Project Executive, Newburgh Enlarged School District, $39M
- Project Executive, Spackenkill Union Free School District, $13.9M
- Project Executive, Hyde Park Central School District, $15.1M
- Project Executive, Pine Plains Central School District, $3.9M
- Project Executive, Poughkeepsie Public Library District, $15.5M
- Project Executive, Wappingers Central School District, $15M
- Project Executive, Poughkeepsie City School District, $27M
- Project Executive, Marlboro Central School District, $33.3M
- Project Executive, Millbrook Central School District, $25M
- Project Executive, Monticello Central School District, $16M
- Project Executive, Highland Central School District, $27M
- Project Executive, Minisink Valley School District, $32M
- Project Executive, Onteora Central School District, $7M
- Project Executive, Carmel Central School District, $12M
- Project Executive, Sullivan West School District, $50M
- Project Executive, Red Hook Central School District, $27M

Mr. Rodriguez is not only a project Executive for The Palombo Group, he is also a senior partner in the firm. Here he plans to build upon his reputation as a leader in the Construction Management industry. He and his family reside in Red Hook, NY.

Tom Chesser Project Manager / Superintendent

Mr. Chesser has more than 15 years in construction supervision including accurate takeoffs, estimating, budgeting, contracting, purchasing and invoicing. Experience in full on-site construction management; schedule, monitor and inspect all work from start to client's satisfaction. Mr. Chesser works effectively with architects, engineers, developers, contractors, inspectors and city officials.

- Manage interior along with exterior construction projects from award to closeout
- Assist estimators in reviewing subcontractors' bid proposals
- Assist estimators/purchasing agent with the negotiation of subcontractor bid proposals
- Process subcontractor purchase orders
- Conduct weekly client meetings and prepare and distribute meeting minutes
- Prepare and maintain construction project schedules
- Control the process by which contract drawings are received, distributed and provide appropriate directions for action.
- Maintain a control set of contract drawings and shop drawings and issue a regularly updated document list to subcontractors, to assure all team members are working form current design information
- Manage the process by which submittals are received, reviewed and submitted for approval, returned to subcontractors and items released for fabrications.
- Manager the process by which all requests for information are received, reviewed, submitted and returned
- Manage the process by which all additional costs are received by subcontractors, reviewed, negotiated, reviewed with the subcontractor
- Review monthly subcontractor invoices for change orders and potential change orders
- Follow up on the delivery of materials to be delivered to the job along with the filed staff

Mr. Chesser strives to be the ideal client representative.

Chris Gent - Estimating

With a B.S. Civil Engineering form Rensselaer Polytechnic Institute, Mr. Gent has over 17 years construction experience, specializing in K-12 Education Construction Management within the last 8 years. He is familiar with all aspects of School construction from start to finish including the state of the art construction management software and systems. He is also a consultant estimator for The Palombo Group.

Previous to specializing in the relatively young field of construction management Chris was the Assistant Engineer for the City of Poughkeepsie, working in City Hall. He was responsible for managing the infrastructure for the entire City including all work crews, in house design and project management. He is now in charge of the Department of Public works for the City of Poughkeepsie.

Chris started in the construction business at a young age working for his family business in all fields of the trade ranging from steel to excavation. Compounding his hands-on experience with a formal engineering education Chris has emerged as a top project Engineer and Manager capable of managing all types of construction.

- Project Manager, Hyde Park Central School District, $15.9M
- Project Manager, Adriance Public Library District, $14.5M
- Project Manager, Wappingers Central School District EXCEL Project, $10.2M
- Project Manager, Poughkeepsie City School District, $27M
- Project Manager/Engineer, Highland Central School District, $27M
- Project Manager/Engineer, Highland Technology Infrastructure, $3M
- Project Manager/Engineer, Transportation Infrastructure, Poughkeepsie, NY $4M
- Project Manager, Waste Water Treatment Facility, Poughkeepsie, NY $2M
- Project Engineer, Soldiers Fountain Rehabilitation, Poughkeepsie, NY $1M
- Project Manager/Foreman, Family Owned Construction Business

Chris, resides in the City of Poughkeepsie with his family.

Job Descriptions

The Palombo Group team consists of a core group of professionals who revolve around five critical areas of expertise. These areas are broadly defined within highly structured job descriptions. These job descriptions form the main component of our organization.

Before we begin any project, however, all assignments are made to assure that the lines of communication are clear and understood by everyone concerned. Our team may vary during the length of the job (depending on job conditions and requirements) but all duties will be covered by a redundancy in responsibilities. The following descriptions detail all project specific staffing.

Project Executive

The Project Executive is the main focal point for the management and supervision of all Palombo construction management projects. The Project Executive is involved from pre-referendum meetings to pre-construction and close outs. The main duties include but are not limited to:

- Coordinating and overseeing the cost estimating, purchasing, engineering, accounting, and construction functions for the entire project.
- Establishing and maintaining master schedules including informing the owners of key decisions milestones.
- Provide all design information, procurement of materials and subcontracts.
- Meeting at regular intervals with the owner and the architects to review the project.
- Having a complete knowledge of the entire project document including all subcontracts.
- Assuring quality control of the project.

Project Manager

The Project Manager is the on site supervisor who coordinates all work relating to the project. Duties include but are not limited to:

- Assuring quality control on the job.
- Overseeing the master schedule and managing all sub contractors.
- Supervising the status of the budget and project outlook.
- Organizing meeting with owners and architects at regular intervals
- Reviewing all drawings for design deficiencies and constructability issues.

Project Superintendent

Working with the Project Executive, the Project Superintendent supervises the field construction of the project. Duties here include organization, planning, and scheduling of all work to assure on time and on budget performance.

The main duties include but are not limited to:

- Understanding all documents, drawings and specifications of the project.
- Developing on site plans and procedures for the implementation of construction.
- Creating quality control procedures and requirements.
- Planning and reviewing all construction programs including procedures, equipment and manpower.
- Preparing all progress schedules, keeping them up to date and to coordinate all assurance of feasibility.

Project Engineer

While the Project Engineer has many duties, which overlap the Project Superintendent, the primary function of the Project Engineer is to evaluate, coordinate and distribute all information and authorizations to complete the job on time. The main duties include but are not limited to:

- Examine all drawings for suspected design deficiencies or impractical details. This duty presumes a complete knowledge of all drawings and contracts.

Cost Estimator

The cost estimator's responsibilities are to assure that all materials are procured from qualified vendors at the best price and delivered on time.

Duties include but are not limited to:

- Understanding all general contract documents as to how they may affect cost.
- Estimating the entire job to fall within the boundaries of the estimate.
- To assist in the development of the Job Progress Schedule and to develop the purchasing schedule.

Other Personnel Assignments

In addition to the recognized job titles, specific construction duties and oversight such as mechanical, electrical, plumbing, structural, HVAC and landscape, for example will be assigned within each of the above categories and report to that manager.

SECTION II: METHODOLOGY & UNIQUE APPROACH



SECTION HIGHLIGHTS:

Key Issues / Frequently Asked Questions

FREQUENTLY ASKED QUESTIONS

What is your knowledge of local marketplace and experience in the immediate area. What is your familiarity and experience with Federal, New York State, and local regulations as they pertain to public bidding.

As reflected in our company bios and resumes, we have specialized in Wick's Law Construction Management for the past 20 years. Unlike many other construction companies who also bid local projects as a General Contractor, we at the Palombo Group only offer our services as a Construction Manager. In this capacity we have built a solid relationship with the various trades because we are viewed strictly as a professional service and not competition. Thereby consistently providing our clients with an abundance of qualified bidders for all prime contract packages. We have also limited ourselves to concentrating on the growth of the Hudson Valley and are currently providing 100 percent of services in this area; making the Palombo Group a true local Construction Management firm. We also have strong relationships with the local trades, providing a bulk of the public bid job workforce.

Our proposed project team is completely fluent in all aspects of Wick's Law construction. Starting with the federally mandated OSHA regulations to the state building codes (for example AHERA regulations) to specific local guidelines.

As a Construction Manager we must monitor all necessary OSHA regulations to ensure the highest level of safety will be maintained for the workers that will actually build your project. We will keep a copy of all Prime Contracts Safety program on file and will facilitate all safety issues. Our Safety program will also be on site and available for any clarifications.

FREQUENTLY ASKED QUESTIONS

Question (continued).

The New York State Department of Labor also specifically maintains a higher level of Safety Guidelines and regulations than the Federal level, which ensures the safety of the building occupants. All planning, scheduling, programming, and construction are carefully designed around safety. Not vice versa. Safety will be provided regardless of cost. This is a zero tolerance policy. All project meetings will commence with the topic of safety. Currently one of our project managers is a certified safety officer for New York City School Construction, an honor that few have attained.

Finally The Palombo Group will be governed by individual wants, needs and regulations of the clients we represent. We work closely with administration and staff to ensure a smooth transition in all phases of construction and completing the project goals while minimally impacting programming. Maintaining low noise levels during construction and material delivery schedules are two major concerns of the clients we represent. SED Regulations 155.5 will be strictly adhered to.

We have managed over 100 prime contracts for Wick's Law, public bid construction. We have managed State aid calculations, pre-referendum, pre-construction, construction and all closeout phases. The Palombo Group specializes in Wick's Law Construction Management.

FREQUENTLY ASKED QUESTIONS

As scheduling and disruptions to the owners everyday activities are of concern, explain how the firm has been able in the past and how it will on this project, keep on schedule while minimizing daily program disruption.

Due to the uniqueness of occupied building construction, many project specific options must be entertained to complete our projects on time and under budget.

We have used many systems to complete our goals. Since egress must be maintained at all times and the decibel level must remain below 60dba in occupied areas, engineered and non-engineered systems are used to facilitate construction. Temporary hard barriers are used as a means to separate occupants from the construction areas. Temporary halls and egress have been created through bathrooms and hallways, complete with all ADA requirements, to maintain the state and federal standards. Dead end corridors are not permitted in any construction. Sound blankets, insulation, temporary ventilation and temporary heat are other means of systems that can be used to allow construction to progress without impacting occupants. Also, no work will be allowed over any occupied spaces.

Swing space has also been utilized by The Palombo Group to maximize production. We will schedule maximum completion in additions and unaffected areas. Upon completion occupants are moved into the new spaces and construction can commence in the old areas. This continuous construction approach will bring a net savings to the project due to contractors saving money and time to remobilize. We will also educate staff upon request and as needed. We have and will continue to give seminars and show staff the construction site and process so they know what to expect. Site tours can also be arranged as safety permits. An educated person is less likely to let curiosity get the best of them and wander toward construction areas and potentially unsafe conditions.

Regarding schedule, many approaches must be reviewed prior to need. There will always be setbacks however, and means must be taken to prevent these setbacks from affecting the schedule. The Palombo Group will construct a complete project schedule and review it with the District, Architect and Prime Contractors. A final schedule will be agreed upon and all work will proceed according to schedule. All schedules will be modified monthly however, due to inconsistencies and unforeseen circumstances such as uncooperative weather. We have used second shift work, weekend work and increased manpower to combat these issues. Project schedules must be maintained to be considered a success.

FREQUENTLY ASKED QUESTIONS

Outline methods and techniques used in the past to maintain close budget and cost containment and scheduling deadlines.

As part of our pre-construction services The Palombo Group will perform a complete project estimate encompassing all aspects of work. Hard construction dollars (or the scope of work as outlined in the drawings and specifications) and the soft costs of professional services to budget line items (furniture, fixtures, equipment, training etc.) will be analyzed to maximize the amount of work that can be obtained by the bond. Once all costs are determined, the master accounting cost outline will carry throughout the project with constant updates to ensure successful budgeting.

We will also perform a complete constructability review prior to the bid documents "hitting the streets." It is during this review our Electrical, Mechanical and Civil Engineers as well as our Architects, Designers and Project Managers will build the job on paper to solidify the documents and offer a constructive review. We will meet with the Project Architects to ensure nothing has been missed in the drawings and specifications and change orders will be kept under 3% of the prime contract.

It is at this point that we will offer any value engineering ideas. By value engineering we mean savings to the owner by adding any comparable materials of lesser value, or less expensive means or methods, not cheaper products. We will also review all existing systems or materials that are in good working order that can remain, thereby saving on replacement costs.

A key to The Palombo Group's and ultimately our Client's success is obtaining a broad bid list. Our professionalism and management methods have ensured the Wicks Law bidding process has a wide range of competent bidders. It is by drawing a wide range of bidders for each trade that will keep the project bid packages within budget.

The Palombo Group as well as the entire project team will monitor schedule deadlines. The schedule will be a milestone driven schedule with increments broken down by the day. At our weekly prime contractors meetings a previously determined amount of work must be completed to call the week a success. If the goals are not met, means, methods, techniques, manpower and materials will be discussed to bring the portion of work back on schedule by the next weeks meeting. The entire project team, including the owner, will know the progress of work daily.

FREQUENTLY ASKED QUESTIONS

Outline Experience in representing owners in the analysis and resolution of construction claims.

Although a great deal of time and effort goes into the planning of every project, there will always be issues to deal with and resolve along the way. No project ever goes one hundred percent as planned. There will be detours and conflicts along the way. Success will be measured by the ability to overcome these challenges and complete the project on time and within budget parameters. When terms cannot be negotiated however, a construction claim may arise. The key to any claim is not letting differences affect the progress of work. If a disagreement were to arise, a construction directive would be issued by The Palombo Group to keep work flowing. In essence the directive would be an agreement to disagree. Work would continue and the Prime Contractor would be paid per the original contract. If the Prime Contractor feels any additional compensation is due, and the project team feels the additional compensation is not, the Prime Contractor would issue a claim. (Typically a claim is the last resort. All requests for compensation are carefully reviewed by The Palombo Group and negotiated on the Owners behalf)

The Palombo Group maintains and organizes all documentation for the entire project. The use of the latest construction management software, Prolog and Suretrak as well as traditional software such as Microsoft Word and Microsoft Excel facilitate this task. In representing a claim, in any medium, organized and thorough documentation will be of utmost importance. It will be the job of The Palombo Group to put together all documentation and represent the Owner in any way possible to come to an agreement on the claim. We are your complete representation.

Demonstrate examples of knowledge and the use of current technologies in the application of all mechanical disciplines.

In this era of computers, knowledge of the latest technologies and how they should be applied, can save the District's operational budget yearly. When reviewing mechanical system design we will research and make recommendations on Direct Digital Controls (DDC) that will save the District money. We will also make sure the systems are designed with an open architecture so controls can be serviced by any local controls representative. B.A.C.N.E.T. Compliance, which is a state mandated HVAC requirement, will be written into the specifications. When complete, the systems should be accessible via the internet for regular monitoring and control of the facilities. All specifications will be scrutinized for efficiency ratings including lighting, motors, boilers, and windows.

FREQUENTLY ASKED QUESTIONS

Briefly describe any theories or concepts your organization uses to facilitate the project on behalf of the owner.

As Owners Representatives we manage the construction process as if the dollars were our own. The unique aspect of public bid construction however, is that we must represent an entire district of owners. In this capacity we must represent a wide range of ideas and philosophies. To accomplish this goal, communication is the most important tool in which we use to build. We will update the district of how the money is being spent and the options that exist in the evolving needs of the project. To keep all information flowing at maximum capacity we will invite the owners and representatives to our weekly job progress meetings. At this time any owner comments and concerns can be addressed in an open forum to resolve/facilitate in the best manner possible.

Also, provided monthly at minimum an owners update will be given. During this time a project overview, schedule overview and budget overview will be delivered in a written report to the county. Representatives of the Palombo Group will be available to answer any questions and to explain the state of the project. Any items that would require county approval would be discussed at this time.

Along with constant communication we utilize the latest construction management software to facilitate the project. We track all submittal packages, requests for information, specification packages, applications for payments and contracts electronically. We will also keep hard copies of all correspondence and relevant project information in a neatly and easily retrievable filing system. At projects end all material will be turned over to the owner in a neatly archived cabinet for future reference. The Palombo Group will monitor and keep current all project as-built drawings.

Finally, regular weekly job meetings will be held to keep the project on schedule. Two week "look-a heads" will be requested from each of the prime contractors, flushing out any problems in need of resolution.

FREQUENTLY ASKED QUESTIONS

Discuss your approach and procedure regarding change orders.

The true test of a successful project is to keep change orders below 3% of the total project cost. The best approach to minimize change orders is to perform a complete drawing review prior to releasing the project to bidders. The review is just another safety layer to keep costs down by clarifying the gray areas.

Even with the best sets of drawings there will be changes however. All changes will be categorized to allow the project team insight on why additional monies were spent. Several possible categories of change orders are Unforeseen Conditions and Owner Requested Changes. Even though these items might be change orders, they allow the Owner to get additional scopes of work as needed and as the project budget allows. As with any change to a contract there are set procedures:

1. Requests for Information are submitted by the contractor to The Palombo Group and Architect simultaneously to clarify scope (or) the Owner requests a change in scope.
2. Requests for Information are entered into Prolog linking each to a Potential Change Order.
3. Requests for Information are answered by Architect (typically).
4. The Prime Contractor will assign a value to the answer of the Request For Information if they feel it is justified.
5. The Prime Contractor's value of change and a number are attached to the Potential Change Order (assigned numbers are critical in tracking changes).
6. The Palombo Group (typically) will research Potential Change Order, investigating bid documents, drawings and numbers from suppliers.
7. A file is prepared with the Potential Change Order number, Prime Contractor name, brief description of change order, cost the contractor wishes to increase or deduct and the cost the Project Team feels is just to increase or deduct. This will now be a "pending" Potential Change Order until final approval by the county.
8. The Palombo Group (typically) will meet with the Prime Contractor (if necessary) to finalize the amount that will be paid via a Change Order.
9. The Palombo Group (typically) will make a recommendation to the county via the owner's representative, any contract changes, on a monthly basis.
10. The Owner will approve all Change Orders and provide The Palombo Group with a copy of meeting minutes (typically) of which changes were approved for the month.
11. After receiving written approval, the Palombo Group will process the Change Orders on an AIA document.
    5 copies go to:
    A. Contractor – Contractor signs and forwards to the Palombo Group
    B. The Palombo Group – Signs and forwards all copies to Architect
    C. Architect – Signs and forwards to:
    D. Owner – Signs and retains 1 copy, forwards remaining to:
        i. The Palombo Group, 2 copies, 1 for file, 1 for Prime Contractor
        ii. Architect, 1 copy

FREQUENTLY ASKED QUESTIONS

Comment generally on the firm's approach to meeting the district's aggressive design/construction schedule and the steps that the firm would take for implementing/enforcing these requirements.

Typically we at the Palombo Group have a more aggressive design and construction schedule than the owners we represent.

We use the critical path method for scheduling all projects. These schedules are part of the bidding documents and scope of work bought from each contractor. As previously stated the schedule will be broken down on a daily basis to allow all members of the project team to see if deadlines or milestones will not be met. If they are not additional workforce will be mandated to reach project goals on time. As a safety net to the Owner, liquidated damages will be assessed to each Prime Contractors contract. Liquidated damages is a set sum of money that would be deducted from each contract daily if project completion dates are not met.

Open communication, state of the art control systems, and a tight project team spell success in driving any schedule.

What information does the firm considers pertinent to the selection process. Information should be kept relevant to the project under consideration.

We at The Palombo Group feel the following items should be considered when selecting a construction manager:

* Fee & construction time lines
* Experience managing Wick's Law Construction
* Experience of Project Executive assigned to the project
* Experience managing public works projects in the Hudson Valley
* Personnel assigned to the project
* Relationship with local contractors and trade unions
* Amount of work currently being managed by the organization
* Relationship of the project team
* Insurance carried, in particular professional liability insurance

SECTION III. SUMMARY OF MANAGEMENT SERVICES PROVIDED



SECTION HIGHLIGHTS:

FULL SERVICE CONSTRUCTION MANAGEMENT

PRE-CONSTRUCTION PHASE:

General Philosophy / Cost Estimating / Value Engineering / Contract & Document Management

CONSTRUCTION & POST CONSTRUCTION PHASES:

Site Safety / Procurement / Quality Control / Field Operations / Monitoring & Documentation

COMMUNICATION SERVICES & COMMUNITY INTERACTION

Full Service Construction Management

Construction Management (CM) is at the heart of the services provided by The Palombo Group. This service manages both the design and the construction of the project. Under your direction, we collect information from all sources and analyze the best means and methods to specifically address those issues raised by administrators, faculty, staff, and concerned parents. As your Construction Manager, The Palombo Group will:

- Provide consultation and management on all phases of planning (Pre-Referendum, Pre-Construction, Post Construction)
- Define project objectives, scope, and plan
- Provide pre-referendum campaign support
- Establish requirements for budget, schedule, quality, and performance
- Establish a project program while examining all options: concept, functionality, and cost
- Provide contracting policies and delivery system
- Identify and maintain procedures for conflict resolution
- Identify regulatory requirements and procedures
- Ensure compliance with the State Education Department
- Manage the design and construction of the project
- Establish, manage, and oversee cost and time parameters
- Provide value engineering and cost analysis input
- Prepare all bid packages and set quality control standards
- Establish regular reporting procedures and conduct monthly owner/design meetings
- Provide daily on-site monitoring of all safety issues as they specifically pertain to students
- Assist the District in soliciting and evaluating professional services, contract review, and negotiations

Pre-Construction Phase

At The Palombo Group, we believe decisions made during the pre-construction phase determine 95 percent of a project's total costs. Therefore, we believe a large portion of our resources should be invested during the pre-construction phase.

Construction services begin well before breaking ground. It is at this time where critical cost and scheduling decisions are made. Our pre-construction services include:

- Site selection consultation
- Estimating-Conceptual, Design Development, Construction Documents
- Complete project budgeting including all incidentals
- Constructability reviews
- Project phasing and logistics
- Oversee bidding and solicitation of contractors
- Examine qualifications of all vendors and make recommendations
- Review documents and specifications
- Qualify bids and make recommendations
- Value engineering
- Compatibility and performance analysis
- Master scheduling
- Code and regulatory review
- Overview analysis

Cost Estimating

Cost estimating is a critical element in the successful completion of any job. The Palombo Group's first task is to prepare a conceptual cost estimate based upon the written construction program. This estimate will serve as the cost model for which later estimates will be compared. It will establish a baseline for tracking changes in cost as the design phase proceeds. Should an estimate exceed the desired budget at any point in the design process, The Palombo Group will suggest alternatives to bring the budget back within the established parameters.

- Complete estimates will be provided for the project including detailed quantity measurements and pricing for the total construction effort and or each element of the work.
- A complete audit trail for the project will be provided, assuring that the project design is within all budgetary constraints.
- The number of allowance-type prices included at this stage will be minimized.
- All supportive materials will be available for review. In the event that a phased construction approach is pursued, the cost estimate will be prepared in a bid package format per phase to facilitate the comparison of the bid process to the budget.

Value Engineering

At The Palombo Group, we build more than buildings. Our goal is to provide the best solution using the best materials for the job. Maintenance, function, and energy consumption (so critical within the educational framework) are important factors that must be weighed in the evaluation of alternative designs and materials.

Using a comprehensive approach to value engineering, we will examine how such factors as the ratio of exterior wall to floor area, and orientation of the building impacts on the ultimate cost of the facility. The Palombo Group will actively study various planning alternatives from both a cost and life cycle perspective, with an emphasis on energy consumption.

The Palombo Group will also concentrate on the impact of the selection of one particular system or material on other related systems. We seek to identify all construction/design/material relationships before developing a value engineering study for a system. In preparing a detailed cost/benefit analysis, we will work closely with Legislature, administrators, facility managers, and key staff to identify maintenance costs and operating assumptions.

Contract / Document Management

Well defined contract documents and procedures form the basis for the measurement of performance. When serving as your Construction Manager, The Palombo Group will provide design phase project management including estimating and scheduling, as well as:

- Contract language, procedures, and requirements
- AIA formatted documents
- Internal passive and active contract enforcement
- Conflict resolution procedures
- Liaison between all relevant parties
- Coordination with owner
- Liability and property forms of insurance
- Qualifications, practices, code enforcement, standards, laws and policies
- Labor relations
- Safety procedures

Construction/Post Construction Phases

The Palombo Group will assume overall responsibility for managing the construction process. To accomplish this we will create a project organization and set up a structure to meet the goals of the project. During the pre-construction phase with potential contractors we will strive to obtain the best commitments to price, schedule, quality, and scope. We will negotiate agreements on specific services and obtain commitments from suppliers, contractors, subcontractors, and consultants.

During the construction and post construction phase we will:

- Maintain a professional full-time supervisory staff on site to coordinate all construction activities, safety being the first priority.
- Monitor, control, and update projections for the project scheduled budget and cash flow through the different phases of the design process.
- Review plans to identify errors or omissions and ambiguities.
- Recommend design alternatives whenever appropriate.
- Implement procedures for expediting and processing all shop drawings, catalogs and other papers relevant to the project — with the cooperation of the owner and architect.
- Assume all responsibility for establishing effective programs relating to safety, labor relations, Equal Employment Opportunity, and schedule reports.
- Provide trade coordination.
- Establish a comprehensive quality control and inspection program to enforce compliance by trade contractors with all contract documents.
- Submit monthly status reports (to include project costs, schedules, progress photographs, and meeting minutes) to the administration.

Site Safety

When managing construction for our clients, particularly school districts, safety remains at the top of the list of Owner's concerns. We must be committed to ensure the safety of the students as well as the entire staff and administration.

Site safety begins with a comprehensive overview of the entire project and recognizing the challenges that will lie ahead in building for our clients. Areas of high potential risk are identified early in our constructability review process. Procedures are enacted which will be used to maintain a zero risk of injury.

To effectively manage the well being of staff and students we must instill the value we place on safety throughout the entire project microcosm. Starting from the daily workforce and hands-on craftsmen that build the structures and ending with the Principals of the firms in which we directly hold the contracts, safety must remain our top priority.

The project site will be governed by all applicable OSHA regulations. AHERA guidelines will also be followed as necessary. In addition, experience and a common sense approach may be the ultimate factor in preventing injury.

All weekly Job Progress Meetings will start with a discussion of safety. A representative of all of our Prime Contractors must be in attendance. The issues will be discussed among all the site foremen and project managers. The issues will be recorded and attached to the project as part of the meeting minutes. Any safety issues that arise must be corrected immediately.

It is a realization that the workplace remains very dynamic, changing daily if not hourly. It is the responsibility of the construction manager to recognize how the hazards may change and how to effectively continue the progress of a building project while maintaining the highest level of safety for the staff, students, and workforce that may intervene with any given activity.

All Wick's Law Prime Contractors are required to have a written safety program on site. This allows for a higher level of awareness of the site workforce and labels many standard operating procedures in complying with any local, state and federal guidelines. As construction managers we will also keep a copy of the individual prime contractors safety manual in our filing system.

As part of all construction contract bid documents the Owner buys site safety from all Prime Contractors. It is not a wish to maintain safety, it is a fact, the highest level of project controls will be used to ensure safety is the number one priority on your construction site. We will ensure the County has received what it has paid for, a zero tolerance safety policy.

From the apparent minuteness of a daily clean up to the complexity of structural steel erection, safety will continue to remain the number one concern of the Palombo Group in managing your project.

Procurement

During the procurement phase we will:

- Manage the bid process, including pre-qualification, selection and negotiation
- Procure and support all requirements for the project

All project components are scheduled in detail to meet project milestones. We will coordinate all work and set up schedules to meet these commitments. This will include:

- Master Schedule
- Design schedules
- Pre-bid and contract schedules
- Submittal schedules
- Construction schedules
- Short interval schedules
- Punch-list schedules
- Close out schedules

Quality Control

Quality control is measured by how project actions and results conform to predetermined standards. It is perhaps the most visible of all of The Palombo Group's deliverables. We seek the highest quality standards. Within our quality control procedures we will assure:

- Contractual agreements
- Daily on-site supervision
- Build to specifications
- Daily Inspections
- Daily Reports

We monitor each major construction discipline to assure adherence to specifications and to avoid costly and time-consuming re-work. Our goal is to increase productivity at every stage of the work. We will carefully oversee:

- Structural systems
- Mechanical / Electrical / Plumbing systems
- Exterior wall and moisture protection systems
- Interior finishes

Field Operations

Field operations form the basis for all job related processes and operations. Our mapping of the process will uncover wasted steps and indicate where management systems can optimize work. Critical activities include:

- Contractor coordination
- Weekly job meetings
- Materials management
- Equipment management
- Site management
- Change orders
- Claims mitigation
- Field productivity
- Job cash flow
- Comprehensive Safety Program for all contractors in accordance with all regulations and standards
- Undisturbed educational programming
- Coordinate with local municipal authorities

Monitoring/Documentation/Closeout

Our comprehensive reporting system is easily understood and includes:

- Use of state-of-art software
- Bid documents
- Technical memorandums
- Contract supervision
- Schedules
- Daily construction reports and budget status reports
- Cost analysis
- Complete sets of all documentation upon job completion (as built)
- Assist architect in making final inspections
- Expedite and supervise the completion of all punch list items

Communication Services & Community Involvement

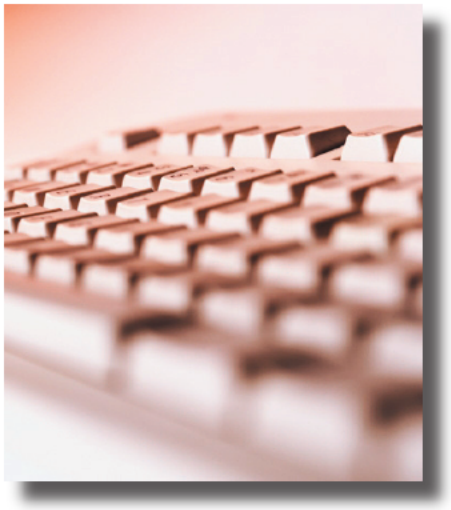
Keeping the county and community stakeholders, as well as the staff, informed about the progress of the project is critical to the concept of collaboration and maintaining enthusiasm and support. The Palombo Group will provide regular communication updates to the Board and administration, and assist with the sharing of project updates and information with the overall community on a regular basis.

- Assist in the coordination of campaign activities with community members
- Assist in the strategic planning and consultation on overall project
- Assist in the marketing material design and production services
- Assist in video and web site development
- Assist in local media communications: newspapers/radio stations/community groups
- Assist in community forums and presentations

Our job will be to create a consensus by communicating all aspects of the project whether controversial or progressive. This is done by following a simple methodology and approach.

- Define the roles of all participants (Legislature, Community, Administration)
- Enlist in community groups to act as messengers to the public
- Assist in developing material that clearly explains all details of the project and associated benefits
- Research the history of county projects to fully understand public sentiment

IV. Fee Schedule



SECTION HIGHLIGHTS:

Pre-Construction Phase / Construction Phase

Cost Proposal Previously Delivered

CITY OF BEACON TOMKINS FIRE HOSE PROJECT ***July 8, 2022***

BASED ON SCOPE AS SHOWN IN SD DOCUMENTS

1) PROPOSED SCHEDULE

a) Pre-Construction / Bidding Phase:	***6 Months of Pre-Construction***	*August 2022 - January 2023*
b) Bid / Construction / Closeout Phase:	***14 Months***	*February 2023 - March 2024*

2) PROPOSED STAFFING

a) Project Executive: *(Part Time)*	Throughout the Project	*20 Months*
b) Estimating / Scheduling / Bidding: *(Part Time)*	Pre-Construction Phase	*6 Months*
c) Project Manager / Superintendent: *(Full Tim - 100%)*	Bidding / Construction / Closeout Phase	*14 Months*
d) Project Administrator: *(Part Time - on site - 10%)*	Bidding / Construction / Closeout Phase	*14 Months*

Pre-Construction Services (Starting August 2022)	***$37,120***
On Site Construction Management Services (Starting February 2023)	***$336,732***
Estimated Reimbursables	***$9,535***
Total Fee	***$383,387***

V. INSURANCE



SECTION HIGHLIGHTS:

Professional Liability

General Liability

Worker's Compensation

Automobile Liability

Umbrella Policy

Insurance: The Palombo Group Inc.

A. Professional Liability

Lloyds of London

$2,000,000 Each Occurrence

$3,000,000 Annual Aggregate, Products and Completed Operations

B. Comprehensive General Liability

Farm Family Casualty Insurance Company

Includes Premises - Operation, Contractor's Protection, Products and Completed Operations, Broad Form Property Damage

1. Bodily Injury:

   $1,000,000 Each Occurrence

   $2,000,000 Annual Aggregate, Products and Completed Operations

2. Property Damage:

   $1,000,000 Each Occurrence

   $2,000,000 Annual Aggregate

3. Personal Injury:

   $2,000,000 Annual Aggregate

4. Excess Liability:

   $4,000,000 Each Occurrence

C. Workers' Compensation

New York State Insurance Fund (NYSIF) Policy Number A 1345 922-7

Applicable Federal & $100,000 Employer's Liability

D. Comprehensive Automobile Liability

Upon selection, The Palombo Group will provide the City of Beacon with insurance certificates verifying the existence of the above references policies and limits. Said certificate shall state that the County, its employees and assigns shall be named as additional insured parties, with the endorsement CG2009, or its equivalent, used.

DRAFT

AIA® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «First» day of «August» in the year «Two Thousand Twenty-Two»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Beacon »
«One Municipal Plaza
Beacon, New York 12508»
«Telephone Number: 845-838-5009 »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

«The Palombo Group Inc.»
«22 Noxon Street, Poughkeepsie, NY 12601»
«Telephone Number: 845-868-1239»
«Fax Number: 845-868-1220»

for the following Project:
(Name, location, and detailed description)

«Lewis Tompkins Hose Fire House»
«City of Beacon Fire Department»
«Additions / Renovations to existing facility»

The Architect:
(Name, legal status, address, and other information)

« Mitchell Associates Architects, PLLC»
« 29 Thacher Park Road Voorheesville, NY 12186»
«Telephone Number: (518) 765-4571»
«Fax Number: (518) 765-2950»

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B101™–2017, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Owner's program as has been designed during most recent design development stage »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Renovations to the existing Tompkins Hose Fire Station on property located at 13 South Avenue, Beacon, New York, known and designated as Parcel No. 130200-5954-26—725933. The project includes site improvements, renovations to the existing structure and a 6,480 square foot addition. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«Project costs are estimated to be $10,971,630»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase / Bidding phase milestone dates, if any:

«May 2022 through February 2023»

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

.2 Construction commencement date:

«March 2023»

.3 Substantial Completion date or dates:

«- Substantial Completion April 2024
»

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

«Competitive bidding, multiple prime contracts, pursuant to the requirements of General Municipal Law.»

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

«To be determined»

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N.A. »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

«Project information to be provided in Contract Documents»

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

«Christopher White»
«
City of Beacon
One Municipal Plaza
Beacon, New York 12508»
«Telephone Number: 845-838-5009»
«»
«Email Address: cwhite@beaconny.gov»
« »
« »

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

(List name, address, and other contact information.)

«The Owner's "District Project Team", currently including: a representative of the City Administration and Fire District»

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

« »« »
« »
« »
« »
« »

.2 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.3 Civil Engineer:

« »« »
« »
« »
« »
« »

.4 Contractors, as defined in Section 1.4:

« »

.5 Separate Contractors, as defined in Section 1.4:

« »

.6 Other, if any:
(List any other consultants retained by the Owner.)

«To be determined»

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

«Luis Rodriguez»
«22 Noxon Street, Poughkeepsie, NY 12601»
«Telephone Number: 845-868-1239»
«Fax Number: 845-868-1220»
«Mobile Number: 914-456-2663»
«Email Address: lrodriguez@thepalombogroup.com»

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

DRAFT

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

«The Construction Manager's Project Team shall be led by: Luis H. Rodriguez Final Organizational Chart to be determined»

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

« »

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

«To be determined»

§ 1.1.16 Other Initial Information on which this Agreement is based:

«N.A. »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B101™–2017, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than «One million Dollars» ($ «1,000,000») for each occurrence and «One Million Dollars» ($ «1,000,000») in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «One Million Dollars» ($ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «One Hundred Thousand Dollars» ($ «100,000»).each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One million Dollars» ($ «1,000,000») per claim and «One Million Dollars» ($ «1,000,000») in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(*List any items to be included that are not listed in Article 3 of E203-2013.)*

« »

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants,

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Tests and inspection reports;
.6 Status report of nonconforming and rejected Work;
.7 Daily logs;
.8 Summary of all Contractors' Applications for Payment;
.9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
.10 Cash-flow and forecast reports;
.11 Photographs to document the progress of the Project;
.12 Status reports on permits and approvals of authorities having jurisdiction; and
.13 Any other items the Owner may require:

« »

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractors' work force reports;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

« »

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

Supplemental Services	Responsibility *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	«Not provided »
§ 4.1.1.2 Tenant-related services	«Not provided »
§ 4.1.1.3 Commissioning	«Not provided »
§ 4.1.1.4 Development of a commissioning plan	«Not provided »
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	«Not provided »
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	«Not provided »
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	«Not provided »
§ 4.1.1.8 Assistance with site selection	«Not provided »
§ 4.1.1.9 Assistance with selection of the Architect	«Not provided »
§ 4.1.1.10 Furnish land survey	«Not provided »
§ 4.1.1.11 Furnish geotechnical engineering services	«Not provided »
§ 4.1.1.12 Provide insurance advice	«Not provided »
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	«Not provided »
§ 4.1.1.14 Stakeholder relationships management	«Not provided »
§ 4.1.1.15 Owner moving coordination	«CM »
§ 4.1.1.16 Coordination of Owner's Separate Contractors	«Not provided »
§ 4.1.1.17 Other Supplemental Services	«Not provided »

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;

.4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.5 Preparation for, and attendance at, a public presentation, meeting or hearing;

.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or

.8 Assistance to the Initial Decision Maker.

.9 Provide services made necessary by the termination or the default of the Architect or a Contractor, by major defects or deficiencies in the work of a Contractor, or by failure of performance of either the Owner or Contractor under a Contract for Construction.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « twenty-four» («24 ») months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101–2017, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« X»] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«Pre-Construction Phase Services Fee shall be $37,120. These services shall be billed out $5,302.85 monthly during the pre-construction phase process. »

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«Construction Phase Services Fee shall be $336,732. These services shall be billed out $24,053 monthly during the construction phase process.
Construction Managers total compensation shall be $373,852.00 plus any approved reimbursable expenses. »

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus «Twenty» percent («20 » %), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate ($0.00)
Project Executive	$200.00 / Hour
Pre-Construction Manager	$175.00 / Hour
Project Manager	$160.00 / Hour
Project Superintendent	$150.00 / Hour
Field Engineer	$120.00 / Hour
Estimating	$150.00 / Hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 Site office expenses; and
.9 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus «zero » percent (« 0 » %) of the expenses incurred.

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

§ 11.7 Payments to the Construction Manager
§ 11.7.1 Initial Payment
§ 11.7.1.1 An initial payment of « zero » ($ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Progress Payments
§ 11.7.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « Forty Five » («45») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«0.75 » % «monthly»

§ 11.7.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

« »

.4 Other documents:

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

(List other documents, if any, forming part of the Agreement.)

«Tomkins Hose Capital Improvement Plan as discussed for proposal. »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
«Christopher White»«, City Administrator»	«Luis Rodriguez»«, President»
(Printed name and title)	*(Printed name and title)*

DRAFT

AIA Document C132™ – 2019. Copyright © 1973, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:46:54 ET on 06/14/2022 under Order No.2114302464 which expires on 03/18/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1349006190)

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 100 OF 2022

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE PALOMBO GROUP FOR CONSTRUCTION MANAGEMENT

WHEREAS, the City of Beacon desires construction management services for upcoming renovations and construction at the Lewis Tompkins Hose Firehouse.

WHEREAS, The Palombo group provides the above services and is willing and able to extend the same to the City of Beacon.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with The Palombo Group for construction management services, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 100 of 2022		**Date: August 1, 2022**					
☐ **Amendments**						☐ **2/3 Required**	
☐ **Not on roll call.**			☐ **On roll call**			☐ **3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

Title:

Resolution No. 101 - Authorizing the City Administrator to Execute an Agreement with Core & Main LP for Water Meter Upgrades

ATTACHMENTS

Core & Main LP Master Project Agreement

Resolution Authorizing the City Administrator to Execute an Agreement with Core & Main LP



City of Beacon, NY

Master Project Agreement

Core & Main LP
650 Sheafe Rd.
Poughkeepsie, NY 12601

Table of Contents

	Section
Purpose and Scope	1
Term	2
Core & Main's Responsibilities	3
Client's Responsibilities	4
Default of Client	5
Default of Core & Main	6
Force Majeure	7
Taxes, Permits, and Fees	8
Warranty	9
Indemnity	10
Title and Risk of Loss	11
Liability	12
Insurance	13
Safety	14
Hazardous Materials	15
Delays and Access	16
Compliance	17
Dispute Resolution	18
Attorney's Fees	19
Assignability	20
Notices	21
Binding Effect	22
Modifications	23
Severability	24
Privacy	25

Appendix A	Project Scope
Exhibit A-1	*Project Pricing*
Exhibit A-2	*Sensus Advanced Metering Infrastructure (AMI) Agreement*
Exhibit A-3	*Statement of Work*
Appendix B	Warranty
Exhibit B-1	*Manufacturers' Warranties*

Master Project Agreement

This Master Project Agreement ("Agreement") dated as of July _____, 2022 (the "Effective Date") between Core & Main LP, a Florida limited partnership ("Core & Main"), and The City of Beacon, a municipal corporation of the State of New York ("Client"). Core & Main and Client may be referred to herein individually as a "Party," and jointly as the "Parties."

1. Purpose and Scope. The Parties have entered into this Agreement for the purpose of Core & Main providing Advanced Metering Infrastructure ("AMI") and Smart Grid Integration to Client (the "Project"). Core & Main agrees to undertake the necessary work required for the completion of Core & Main's obligations under this Agreement, including providing materials and any installation or services as specified in Appendix A (the "Work"). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement.

2. Term. The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.

3. Core & Main's Responsibilities. Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

4. Client's Responsibilities. Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

5. Default of Client. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within thirty (30) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination, plus damages and costs incurred as a result of Client's default.

6. Default of Core & Main. The following events shall be considered events of default on the part of Core & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 9 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within thirty (30) days of notice from Client, and thereafter continuously pursue correction. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.

7. **Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.

8. **Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

9. **Warranty.** The extent of the warranty to be provided by Core & Main is set forth in Appendix B.

10. **Indemnity.** Subject to Section 12 of this Agreement:

(a) Except as otherwise expressly provided in Section 10(b) below, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.

11. **Title and Risk of Loss.** Title and risk of loss for materials and equipment will pass to Client upon delivery to Client at Client's location. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.

12. **Liability.** Core & Main's liability under this Agreement shall not exceed the amounts paid to Core & Main by Client hereunder. NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.

13. **Insurance.**

(a) During the Term of this Agreement Core & Main will procure and maintain at its own expense the following insurance coverage:

(1)	General Liability	$1,000,000/occurrence, $2,000,000 aggregate
(2)	Automobile Liability	$1,000,000 combined single limit
(3)	Worker's Compensation, including Employer's Liability	As required by law
(4)	Umbrella Liability	$5,000,000

(b) Core & Main will add Client as an additional insured on the above policies except Workers' Compensation. Core & Main shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance.

(c) Core & Main will require its Subcontractors to provide a certificate of insurance evidencing coverage acceptable to Core & Main, and to include Client and Core & Main as additional insureds.

14. **Safety.** Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to perform its Work are safe sites.

15. Hazardous Materials. The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the hazardous materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

16. Delays and Access. In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work. Any modified completion dates, price or payment terms for the Work contemplated in this Agreement shall be set forth in a written document signed and agreed to by both Core & Main and Client.

17. Compliance. Core & Main and Client will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Performance of Services. In performing the Work, Core & Main shall assign qualified personnel and perform said Work in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of any firm performing services of a similar nature. Core & Main shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.

19. Independent Contractor Status. Core & Main and all employees, subcontractors, assistants, consultants and agents thereof shall be independent contractors to Client and shall not claim or receive any benefit or privilege conferred to the Client's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. Client shall not be responsible for Core & Main's compliance with any local, state or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for Core & Main or any employee, assistant, consultant or agent thereof. Core & Main exclusively assumes responsibility for acts of its employees, associates, and subcontractors as they relate to the Services to be provided under the Agreement.

20. Confidentiality. Core & Main understands that in performing this Agreement it may receive or have access to confidential information in possession of Client, including information regarding sensitive, confidential or internal matters and other protected information ("Confidential Information"). It is agreed that the definition of confidential information includes all documentary, electronic or oral information of a confidential and proprietary nature made known to Core & Main through any activity related to this Agreement. Core & Main agrees it, its officers, directors, employees and/or agents shall not reveal, publish, discuss, disclose or communicate the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement. Core & Main understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. Core & Main agrees that if it receives a subpoena for divulgence of confidential information, it shall notify Client prior to divulging the same. The Parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement.

21. Termination. Client may terminate this Agreement for any reasons upon thirty (30) days' written notice. Upon such termination, Core & Main shall be paid for all work performed in accordance with this Agreement through the date of termination.

22. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not

resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 18(b) below.

(b) The Parties agree that in the event any dispute between them relating to this Agreement is not resolved under Section 18(a) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. BOTH CLIENT AND CORE & MAIN HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

(c) All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State where Client has its principal office, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

23. **Attorney's Fees.** In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

24. **Assignability.** Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent.

25. **Notices.** All notices and communications related to this Agreement shall be made in following address:

If to Client:	The City of Beacon Christopher White City Administrator One Municipal Plaza Beacon, NY 12508
With a copy to:	Nicholas Ward-Willis, Esq. Keane & Beane, P.C. 445 Hamilton Avenue, 15th Floor White Plains, NY 10601
If to Core & Main:	Core & Main LP _____ _____
With a copy to:	Legal Department Core & Main LP 1830 Craig Park Court St. Louis, MO 63146 Ph: (314) 432-4700 Fax: (314) 432-2550

26. **Binding Effect.** Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.

27. **Modifications.** This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.

28. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

29. **Non-Discrimination Requirements.** Core & Main agrees for itself, and its successors and assigns that Core & Main shall not discriminate in the performance of its obligations under this Agreement upon the basis of age, race,

creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status.

30. Waiver. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

31. Entire Agreement. This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.

32. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

27. Privacy. The Privacy Policy of Core & Main may be accessed at the following URL: www.coreandmain.com/privacy-policy/.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"CORE & MAIN"

CORE & MAIN LP

By: _____

Printed Name: _____

Printed Title _____

"CLIENT"

CITY OF BEACON

By: _____

Printed Name: Christopher White

Printed Title City Administrator

Appendix A

Project Scope

1. Summary of Work. The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in Exhibit A-1, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the "Utility Service Area").

2. Project Implementation Period. The Project is projected to commence on _____, and will be implemented over an approximate _____ period of time. Project completion is estimated on or around _____.

3. Compensation. Client agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. Client will make payment to Core & Main within thirty (30) days of the receipt of an invoice.

4. Installation Responsibilities of Core & Main.

(a) Project Installation. Core & Main agrees to perform the Work in accordance with Client's specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

(c) Curb Stops. In the event the service location lacks a curb stop or it is defective, Core & Main or its representative will contact the Client. In this event the Client will either A) authorize Core & Main to repair the defect at the price as listed in Exhibit A-1 or as otherwise agreed by the Parties or, B) repair the defect with Client's forces and notify Core & Main that the repair has been made or, C) exclude the meter change out from the Project.

(d) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Client's representative, with appropriate lid selection to be mutually agreed upon. The _____will retain all existing water meters and materials pulled from the ground during the installation.

(e) AMI Infrastructure Work. Core & Main will install any infrastructure included in Exhibit A-1 as specified in the attached Statement of Work. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.

(f) Disposal. The _____ will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(g) Certified Installers. In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(h) Liability.

Water Meter Replacement: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e* .leaks) Core & Main may document them and at Client's written request, repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices. Core & Main recommends that the Client notify each customer about the potential impact of thermal expansion, but leaves this decision to the discretion of the Client.

(i) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions require nonstandard work (i.e. move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations alleys, parking lots etc.), Core & Main and the Client will either agree on a price the Client will pay Core & Main to perform the work, or the Client will exclude this work from the Project. Should Core & Main, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) Client Cooperation. Client support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.

Exhibit A-1

Project Pricing

City of Beacon FlexNet Final
Michael Johnson
Michael.Johnson@CoreandMain.com
5/19/2022

QT	Description	Price Per	Ext Price
	Meter & Radio		
300	iPERL 5/8x1/2 3TS (W/ TP)	$132.20	$39,660.00
4491	510M TC SP	$148.50	$666,913.50
	Meter & Radio Total		***$706,573.50***
	Main Line Leak Detection		
10	Permalog	$1,400.63	$14,006.25
10	520M 3W SP	$148.50	$1,485.00
	Permalogs With Radio		***$15,491.25***
	Equipment, Infrastructure Install		
1	Archer3	$3,420.00	$3,420.00
1	A2 dock	$299.00	$299.00
1	CommandLink	$736.20	$736.20
2	M400B2	$40,255.58	$80,511.17
2	Modems	$1,250.00	$2,500.00
1	M400 Installation (Howland Ave Tank) Note: Electrical performed by city	$19,846.15	$19,846.15
1	M400 Installation (Fairview Cemetery/Mt Beacon) Note: Electrical performed by city	$23,538.46	$23,538.46
	Equipment & Infrastructure Budget		***$130,850.98***
	Software Setup & Fees		
1	RNI Setup	$7,956.25	$7,956.25
1	SA Setup	$3,750.00	$3,750.00
1	SA YR1 Annual	$7,031.25	$7,031.25
1	RNI YR1 Annual	$8,240.00	$8,240.00
1	SA Integration	$4,000.00	$4,000.00
1	SA/RNI Sensus Training	$5,500.00	$5,500.00
1	Customer Portal YR1 Annual Fee (1500 User Minimum, $2.60 each additional user)	$6,700.00	$6,700.00
1	Customer Portal Setup	$6,250.00	$6,250.00
1	Customer Portal Integration	$12,500.00	$12,500.00
1	Customer Portal Training	$2,250.00	$2,250.00
	Software Setup & Fees		***$67,715.50***
	Total Materials Only		***$920,631.23***
	Installation		
300	Meter and Raio Installation	$169.30	$50,790.00
4191	Radio Only Installation	$131.80	$552,373.80
10	Permalog & Radio Installation	$147.72	$1,477.20
	Installation total		***$604,641.00***
	Total with Materials & Installation		***$1,525,272.23***

Exhibit A-2

Sensus Advanced Metering Infrastructure (AMI) Agreement

Software as a Service Agreement

between

City of Beacon, NY
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.		**Customer: City of Beacon, NY**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Contents of this Agreement:

Agreement
- Exhibit A Software
- Exhibit B Technical Support

Agreement

1. **General**
   A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
   A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
   B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
   A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 8/21/2017 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

4. **Equipment.**
   A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
   B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE**.
5. **Services.**
   A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
   B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.
   C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
   A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
   B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
   C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
   D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
   E. **Intellectual Property Rights.**

i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.

i. **Export Control Laws**. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. **Anti-Corruption Laws**. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York ~~Delaware.~~ Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

M. **Acknowledgement of Events**. The Parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been

signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

A. **"*Affiliate*"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. "***Confidential Information***" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.

C. **"*End User*"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

D. "***Field Devices***" means the SmartPoint Modules .

E. "***FlexNet Base Station***" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

F. **"*FlexNet System*"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

G. "***Force Majeure***" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

H. ***"Hosted Software"*** means those items listed as an Application in Exhibit A.

I. "***In/Out Costs***" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

J. "***Intellectual Property***" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

K. "***LCM***" identifies the load control modules.

L. **"*Ongoing Fee*"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.

M. "***Patches***" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

N. "***Permitted Use"*** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.

O. ***"R100 Unit"*** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.

P. **"*Release*"** means both Updates and Upgrades.

Q. **"*Remote Transceiver*"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

R. **"*RF Field Equipment*"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).

S. **"*RNI*"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

T. **"*RNI Software*"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

U. ***"Service Territory"*** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.

V. **"*Server Hardware*"** means the RNI hardware.

W. ***"SmartPoint™ Modules"*** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

X. **"*Software*"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.

Y. **"*Updates*"** means releases of the Software that constitute a minor improvement in functionality.

Z. **"*Upgrades*"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

AA. **"*WAN Backhaul*"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. **Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year ~~plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year;~~ and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.

ii. Sensus will provide production and disaster recovery environments for Application.

iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.

iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
   (a) Network addresses and virtual private networks (VPN)
   (b) Standard time source (NTP or GPS)
   (c) Security access points
   (d) Respond to relevant alarms and notifications

v. Capacity and performance management. Sensus will:
   (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
   (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
   (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
   (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
   (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:
   (a) Implement the data retention plan and policy, and will provide the policy upon request.
   (b) Monitor space and capacity requirements.
   (c) Respond to database alarms and notifications.
   (d) Install database software upgrades and patches.
   (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:
   (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
   (b) Respond to incidents and problems that may occur to the Application(s).
   (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
   (d) Correlate incidents and problems where applicable.

(e) Sensus personnel will use the self-service portal to document and track incidents.
(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:
(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
(b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:
i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. **Further Agreements**

A. System Uptime Rate.

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

System Uptime Rate = 100 x (TMO – Total Non-Scheduled Downtime minutes in the Month)

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions**. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop

environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.

ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.

a. Core Package

(i) Communication

1. Manages all inbound and outbound traffic to and from endpoints
2. Outbound routing optimization
3. Route analyzer
4. AES256 bit encryption of radio messages
5. Reports and metric details of network performance and troubleshooting aids
6. Management of RF equipment (base stations and endpoint radios)

(ii) Data Collection

1. Missing read management
2. Management of duplicate reads
3. 60 day temporary storage

(iii) Application integration

1. To Sensus Analytics applications
2. Enable 3rd party application integration
3. Batch CMEP file export
4. Real-time access through MultiSpeak

(iv) Endpoint Management

1. Gas, water, electric, lighting concurrent support
2. Remote configuration
3. Remote firmware updates
4. Reports, metrics and Troubleshooting

(v) User Management

1. Secure access
2. Password management
3. Definable user roles
4. User permissions to manage access to capabilities

b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:

(i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).

1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.

(ii) Customer Responsibilities:

1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
2. Establish the network and security required for the two systems to reasonably communicate.
3. Verify integration to third party system functionality is working as intended.

(iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. **Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

i. Device Access
   a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
   b. Allows a view of the meter interval or register reads.
   c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
   d. Allows the current and historical data to be viewed.
   e. Allows the current usage to be compared to historical distribution averages.
   f. Allows the user to see the meter location on a map view.
   g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
   h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

ii. Meter Insight (provides the following)
   a. # of active meters.
   b. # of orphaned meters with drill down to the list of meters.
   c. # of inactive meters with usage drill down to the list of meters.
   d. # of stale meters with drill down to the list of meters.
   e. # of almost stale meters with drill down to the list of meters.
   f. # of meters where no read is available with drill down to the list of meters.
   g. # of meters with maximum threshold exceptions with drill down to the list of meters.
   h. # of meters with minimum threshold exceptions with drill down to the list of meters.
   i. # of unknown radios with drill down to the list of meters.

iii. Report Access
   a. Allows the user to see meter alarms and choose a report from a list of standard reports.
   b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
   c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
   d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
   e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
   f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
   g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
   h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
   i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
   j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
   k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
   l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
   m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
   n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access
   a. Initiate the creation of billing export files formatted to the import needs of the billing system.
   b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
   c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
   d. Will store created billing files for a period of three years unless otherwise denoted.
   e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor
   a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

vi. Data Store
   a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
   b. Stored data is available online for reports and analysis.
   c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

i. Alarm Insight
   a. Allows the user to summarize and filter alarms by a date range.
   b. Allows the user to review all alarm types on a single screen.
   c. The user can filter out the alarms not wanted on the screen.
   d. Alarm totals can be visualized.
   e. Adds a view of trending alarms over time.
   f. Click to drill down on an alarm to gain more information on specific events.
   g. Click to analyze a specific event on a particular device.

ii. Alert Manager
   a. Allows creation of alert groups who will be notified when an alarm occurs.
   b. Users can manage alert groups by adding and removing group members.
   c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

d. Allows creation of an alert from the available system events from smart points and assign to a group.
e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).

iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

vii. **Customer Acknowledgements.**

a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. **Third Party Software.**

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into SalesForce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process**.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions**.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

Exhibit A-3

Statement of Work
(Sale through VAR)

General Responsibilities:

Core & Main will:

1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Core & Main.
2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the BASESTATION and the antenna.

Client will:

1. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
2. Perform all site preparation work for BASESTATIONs.
3. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
4. Purchase any modems, routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.

Sensus Analytics, Customer Portal and RNI Responsibilities:

The Sensus Analytics, Customer Portal, and RNI software will be a SAAS model that will be stored at one of Sensus secure data sites.

Core & Main will:

1. Supply the client access to the Sensus Analytics, Customer Portal, and RNI software using a web link and secure username and password.
2. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
3. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
4. Work with Sensus to Test, and verify proper network connectivity to access the BASESTATION.

Client will:

1. Be responsible for all setup, integration, training and annual fees associated with Sensus Analytics, Customer Portal, and RNI.

2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION site.
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible for maintaining network security of the modem that communicates to the RNI.
5. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION Installation Responsibilities:

Core & Main will:

1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
3. Hire a competent contractor to install the antenna and related components.
4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks.

Client will:

1. Purchase the required number of BASESTATIONs.
2. Be responsible to provide a suitable area at the client provided BASESTATION site for installation of the M400 BASESTATION.
3. Be responsible to provide a 120 VAC, 15 Amp minimum power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. . Please refer to the AC Power Connection section of the M400 User manual. All electrical equipment will be installed in accordance with local codes.
4. Hire a certified electrician to connect all power to the BASESTATION.
5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
6. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.
7. Be responsible to provide security at BASESTATION location.
8. Be responsible for proper ground field at the BASESTATION site.
9. Be responsible for getting access/permission to any structure that is not owned by the Client.
10. Prepare the site for the BASESTATION by completing the below tasks:
    a. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)
    b. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
    c. Site must have single phase 120 VAC, 15 Amp minimum circuit with breaker to disconnect BASESTATION. Power must be run to the mounting location of the BASESTATION.

d. Indoor site should have adequate environmental control/ventilation. Please refer to the M400 User Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.

Meter and SmartPoint Module Installation Responsibilities

Core & Main will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Core & Main will engage Sensus to train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
5. Once the installer has completed troubleshooting of installation issues, Core & Main will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

Client will:

1. Purchase Endpoints. "Endpoint", in this Exhibit, means a Sensus meter and / or a Sensus SmartPoint Module.
2. Provide property owner contact information to Core & Main and / or installation sub-contractor in order to coordinate deployment of endpoints.
3. Provide support to Core & Main to help motivate property owners to schedule installation appointments with Core & Main or Sub-contractor.

Miscellaneous Responsibilities

Client will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

Appendix B

WARRANTY

The warranties on Work shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit BD-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CLIENT HEREUNDER.

Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers providing materials to the Project.

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 101 OF 2022

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH CORE & MAIN LP FOR WATER METER UPGRADES

WHEREAS, the City of Beacon seeks to contract for water meter upgrades throughout the City; and

WHEREAS, Core & Main LP provides the above services and is willing and able to extend the same to the City of Beacon; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with Core & Main LP for water meter upgrades, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 101 of 2022		**Date: August 1, 2022**					
□ **Amendments**						□ **2/3 Required**	
□ **Not on roll call.**			□ **On roll call**			□ **3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

Title:

Resolution No. 102 - Authorizing a Bond Issuance for Melizingah Reservoir Dam

ATTACHMENTS

Resolution Authorizing a Bond Issuance for the Melzingah Reservoir Dam

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 102 OF 2022

AUTHORIZING THE ISSUANCE OF UP TO $2,900,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE REHABILITATION, RECONSTRUCTION, AND CONSTRUCTION OF IMPROVEMENTS TO THE MELZINGAH RESERVOIR DAM, IN AND FOR THE CITY.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to 6 NYCRR Part 617.5(c)(1) and (2) of the State Environmental Quality Review Act ("SEQRA"), and as such no further environmental review is required; and

WHEREAS, the City Council of the City of Beacon (the "City"), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the rehabilitation, reconstruction, and construction of improvements to the Melzingah Reservoir Dam, in and for the City, including site improvements, original furnishings, machinery, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith (the "Project"), at a total estimated cost not to exceed $2,900,000, all in accordance with the Local Finance Law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed $2,900,000 to finance the costs of the Project at a total estimated cost not to exceed $2,900,000 all in accordance with the Local Finance Law.

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed $2,900,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto;* (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took "official action" for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is a specific object or purpose as described in subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is forty (40) years. The serial bonds authorized herein shall have a maximum maturity of the forty (40) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby

authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. When this bond resolution takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the City Council of the City will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant impact on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement,

including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the City Council of the City and the expiration of the period prescribed in Article 8 of the City Charter during which petitions for a permissive referendum may be submitted and filed with the City Clerk.

Resolution No. 102 of 2022			**Date: August 1, 2022**				
☐ Amendments						**☐ 2/3 Required**	
☐ Not on roll call.			**☐ On roll call**			**☐ 3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
08/01/2022

Title:

Resolution No. 103 - Authorizing a Bond Issuance for Lewis Tompkins Hose Firehouse Renovations

ATTACHMENTS

Resolution Authorizing a Bond Issuance for the Renovations to the Lewis Tompkins Hose Firehouse

Lewis Tompkins Hose Firehouse SEQRA Negative Declaration

Lewis Tompkins Hose Firehouse EAF Part 1

Lewis Tompkins Hose Firehouse EAF Part 2 & 3

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 103 OF 2022

AUTHORIZING THE ISSUANCE OF UP TO $10,471,630 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION OF AN ADDITION TO AND RENOVATIONS TO THE FIREHOUSE AT THE LEWIS TOMPKINS HOSE COMPANY, IN AND FOR THE CITY.

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the City Council of the City of Beacon (the "City"), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the construction of an addition to and renovations to the Firehouse at the Lewis Tompkins Hose Company at 13 South Avenue, in and for the City, including site improvements, original furnishings, machinery, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith (the "Project"), at a total estimated cost not to exceed $10,471,630, all in accordance with the Local Finance Law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. The City Council has thoroughly reviewed the Proposed Action, the EAF Parts 1 and 2, and related documentation.

Section 2. The City Council has considered the potential impacts of the Proposed Action in light of the criteria set forth in the SEQRA regulations (6 NYCRR Section 617.7(c)).

Section 3. Having thoroughly reviewed and carefully considered the relevant areas of environmental concern, the City Council hereby determines that the Proposed Action, classified as an Unlisted Action, will not result in any significant adverse environmental impacts, the City Council hereby adopts the attached Negative Declaration.

Section 4. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed $10,471,630 to finance the costs of the Project at a total estimated cost not to exceed $10,471,630 all in accordance with the Local Finance Law.

Section 5. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed $10,471,630; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto;* (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took "official action" for federal income tax purposes to authorize the capital financing of such expenditure.

Section 6. It is hereby determined that the Project is a specific object or purpose as described in subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the

Project is twenty-five (25) years. The serial bonds authorized herein shall have a maximum maturity of the twenty-five (25) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 7. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 8. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 9. When this bond resolution takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 10. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the City Council of the City will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It has heretofore been determined by the City Council of the City that the Project will not have a significant impact on the environment.

Section 11. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with

the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution.

Section 12. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 13. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the City Council of the City and the expiration of the period prescribed in Article 8 of the City Charter during which petitions for a permissive referendum may be submitted and filed with the City Clerk.

Resolution No. 103 of 2022			**Date: August 1, 2022**				
☐ **Amendments**						☐ **2/3 Required**	
☐ **Not on roll call.**			☐ **On roll call**			☐ **3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

ATTACHMENT TO
NEGATIVE DECLARATION
REASONS SUPPORTING DETERMINATION

TOMPKINS HOUSE FIRE STATION RENOVATIONS –
13 SOUTH AVENUE, BEACON NEW YORK

Parcel No. 130200-5954-26-725933

CONCLUSIONS

This Part 3 analysis has been prepared to address all relevant areas of environmental concern for the proposed Tompkins House Fire Station renovations (the "Proposed Action"). The proposed action will incorporate modern firematic standards, provide decontamination capabilities, improve energy efficiency and enhance the appearance of the building. This Part 3 analysis will discuss and explain the analysis of the potential impacts, and why a particular element of the proposed action will not result in a significant adverse environmental impact. Such analysis is appropriately set forth in Part 3, even if the potential impact was identified as "none" or "small." Based upon a review of Parts 1 and 2 of the Short Environmental Assessment Form (EAF) and all other materials that were submitted in support of the Proposed Action, the City Council, acting as Lead Agency, provides the following rationale for its SEQRA Determination.

Project Description:

The City of Beacon is renovating the existing Tompkins Hose Fire Station on property located at 13 South Avenue, Beacon New York, known and designated as Parcel No. 130200-5954-26-725933 in the Linkage Zoning District (the "Property"). The existing fire station was constructed in 1982 and is 9,983 square feet. The Proposed Action includes site improvements, renovations to the existing building and a 6,880 square foot addition.

The Proposed Action is an Unlisted action. The City Council is conducting an uncoordinated review of the Proposed Action.

Summary of Rationale for Negative Declaration

The Proposed Action will not result in any significant adverse impacts on the environment. In summary:

- **Impact on Land: The Proposed Action will not have a significant adverse environmental impact as a result of any physical change to the project site.**

  The Property is located in the Linkage Zoning District and currently is improved with an existing fire station, including three fire truck bays and associated parking. The

parcel is fully developed and covered with impervious coverage. The Proposed Action involves the expansion of the fire station on land already developed. No wetlands, wetland buffer, or other natural habitat areas are located on the Property.

For these reasons the Proposed Action will not have an adverse impact as a result of physical changes to the project site.

- **Impact on Geological Features: The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms on the site.**

  There are no unique geological features on the Property.

- **Impacts on Surface Water and Groundwater: The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity.**

  The Project does not include or require wastewater discharged to groundwater and is not located within 100 feet of potable drinking water or irrigation sources. The fire station is currently connected to the existing public water distribution system and will remain connected. The fire station is also currently connected to the existing public sanitary sewer system and will remain connected.

  For these reasons the Proposed Action will not have an adverse impact on surface or groundwater quality or quantity.

- **Impact on Flooding: The Proposed Action will not have a significant adverse environmental impact on or alter drainage flows or patterns, or surface water runoff.**

  The Proposed Action will occur entirely on land already developed. The expansion of the fire station will not alter any drainage pattern in the area.

  For these reasons the Proposed Action will not have an adverse impact on or alter drainage flows or patterns or surface water runoff.

- **Impact on Air: The Proposed Action will not have a significant adverse environmental impact on air quality.**

  Construction activities could result in temporary air quality impacts. Air quality in the area, however, is not expected to be significantly impacted by project construction because the construction activities will be temporary and confined to the Site. Construction vehicles will emit certain air pollutants through engine exhaust. There is also the potential for fugitive dust to be created during the construction period from site preparation activities, including removal of existing impervious surfaces and site grading. Fugitive dust emissions

will be mitigated by wetting and stabilizing soils to suppress dust generation. Other dust suppression methods will include the spraying of soil stockpiles during dry periods and covering trucks carrying solid and other dry materials. These unavoidable short-term impacts to air quality will cease upon project completion. It is anticipated that nearby properties will experience temporary fugitive dust and an elevation in vehicle emissions from construction vehicles throughout occasional periods during construction of the proposed project. This is a temporary, construction-related, unavoidable impact that is not significant.

For these reasons the Proposed Action will not have an adverse impact on surface or air quality.

- **Impact on Plants and Animals: The Proposed Action will not have a significant adverse environmental impact on flora or fauna.**

  The Short Environmental Assessment Form indicates that the Property may contain or serve as habitat for the Indiana Bat, Atlantic Sturgeon and Shortnose Sturgeon.

  The Property does not contain any streams or waterbodies, therefore there will be no impact to the Atlantic and Shortnose Sturgeon populations. The Property also does not contain any trees that provide bat habitat.

  For these reasons the Proposed Action will not have an adverse impact on flora or fauna.

- **Impact on Agricultural Resources: The Proposed Action will not have a significant adverse environmental impact on agricultural resources.**

  There are no agricultural resources in the vicinity of the Site.

- **Impact on Aesthetic Resources: The Proposed Action will not have a significant adverse environmental impact on aesthetic resources.**

  The Proposed Action will not result in the obstruction, elimination or significant screening of one or more officially designated scenic views, or visible from any publicly accessible vantage points either seasonally nor year around. The Local Waterfront Revitalization Program (LWRP) does not list viewsheds from the Site, or viewsheds that would be obscured by the Project.

  For these reasons the Proposed Action will not have an adverse impact on aesthetic resources.

- **Impact on Historic and Archeological Resources: The Proposed Action will not have a significant adverse environmental impact on historic or archeological resources.**

  The project site is located adjacent to the Saint Andrews Episcopal Church, located on property at 17 South Avenue. The Saint Andrews Episcopal Church is eligible for listing on the State Register of Historic Places. The addition to the fire station will be constructed away from the Saint Andres Episcopal Church. No impacts to the Saint Andrew Episcopal Church are anticipated as a result of the Proposed Action. The project site will continue to be used as a fire station. The proposed expansion and renovations will not have a negative impact on the historic character of the adjacent property.

  No archaeological or historic sites have been identified on the Project Site.

  For these reasons the Proposed Action will not have an adverse impact on historic or archeological resources.

- **Impact on Open Space and Recreation: The Proposed Action will not have a significant adverse environmental impact on open space and recreation.**

  The area of the Proposed Action is not designated as open space by the City of Beacon. The Proposed Action will not result in the loss of a current or future recreational resource, eliminate significant open space, or result in loss of an area now used informally by the community as an open space resource.

  For these reasons the Proposed Action will not have an adverse impact on open space and recreation.

- **Impact on Critical Environmental Areas: The Proposed Action will not have a significant adverse environmental impact on Critical Environmental Areas.**

  The Proposed Action is not located in a Critical Environmental Area.

- **Impact on Transportation: The Proposed Action will not have a significant adverse environmental impact on transportation.**

  The Proposed Action will not have an adverse impact on transportation. The project site will continue to be used as a fire station with room for two additional fire trucks (for a total of five). No significant increase in traffic is anticipated.

- **Impact on Energy: The Proposed Action will not have a significant adverse environmental impact on energy.**

  The renovated building will include features with high insulation values, airtight construction, heat recovery ventilation, heat pump for air and water, and variable frequency fans and pumps. The building is also anticipated to be all electric.

  For these reasons the Proposed Action will not have an adverse impact on energy.

- **Impact on Noise, Odor and Light: The Proposed Action will not have a significant adverse environmental impact as a result of objectionable odors, noise or light.**

  The Proposed Action is not anticipated to generate any noxious odors.

  Noise impacts associated with the proposed Project will be limited to temporary impacts generated during construction. Temporary noise impacts associated with construction will be mitigated by limiting construction activities to the hours between 7:00 a.m. and 7:00 p.m. In addition, there will be no significant noise and vibration impacts post-construction.

  All proposed lighting will be fully shielded and dark sky compliant. The Lighting Plan adjusted the proposed lighting to reduce the amount of light spillage over property lines onto the neighboring residential property to the north.

  For these reasons the Proposed Action will not have an adverse impact as a result of objectionable odors, noise or light.

- **Impact on Human Health: The Proposed Action will not have a significant adverse environmental impact on human health from exposure to new or existing sources of contaminants.**

  The Proposed Action will not have an adverse impact on human health from exposure to new or existing sources of contamination.

- **Consistency with Community Plans and Community Character: The Proposed Action is not inconsistent with adopted community plans and community character.**

  The Project is consistent with the recommendations and goals identified in the 2007 Comprehensive Plan and 2017 Comprehensive Updates. The 2017 Comprehensive Plan states that "the City should develop a strategic plan to improve its fire stations through renovation of one or more existing facilities and/or construction of new facilities." The Proposed Action clearly achieves this goal by renovating the existing Tompkins Hose Fire Station.

Based upon all information before the City Council to-date, including the Short Environmental Assessment Form, the City Council finds that the Proposed Action will not have any significant adverse impacts upon the environment. This Negative Declaration indicates that no environmental impact statement need be prepared and that the SEQRA process is complete.

Adopted:

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:

Firehouse Renovations

Project Location (describe, and attach a location map):

13 South Avenue, Beacon New York 12508

Brief Description of Proposed Action:

The City of Beacon is renovating the existing Tompkins Hose Fire Station on property located at 13 South Avenue, Beacon New York, known and designated as Parcel No. 130200-5954-26-725933. The existing Fire Station was constructed in 1982 and is 9,983 square feet. The proposed action includes site improvements, renovations to the existing structure and a 6,480 square foot addition. The proposed action will incorporate modern firematic standards, provide decontamination capabilities, improve energy efficiency and enhance the appearance of the building.

Name of Applicant or Sponsor:	Telephone: 845-838-5000
City of Beacon	E-Mail: cwhite@beaconny.gov

Address:

1 Municipal Plaza

City/PO:	State:	Zip Code:
Beacon	NY	12508

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDOT permit	☐	☑

3. a. Total acreage of the site of the proposed action? 0.66 acres
   b. Total acreage to be physically disturbed? 0.66 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.66 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:		
The building will include features with high insulation values, airtight construction, heat recovery ventilation, heat pump for air and water, variable frequency fans & pumps. The building will also be all electric.	☐	☑
_____		

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑
_____		

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑
_____		

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☑
The project site is located adjacent to the Saint Andrews Episcopal Church at 17 South Avenue which is eligible for listing.	☐	☑
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		
_____		
_____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☑ Urban ☐ Suburban

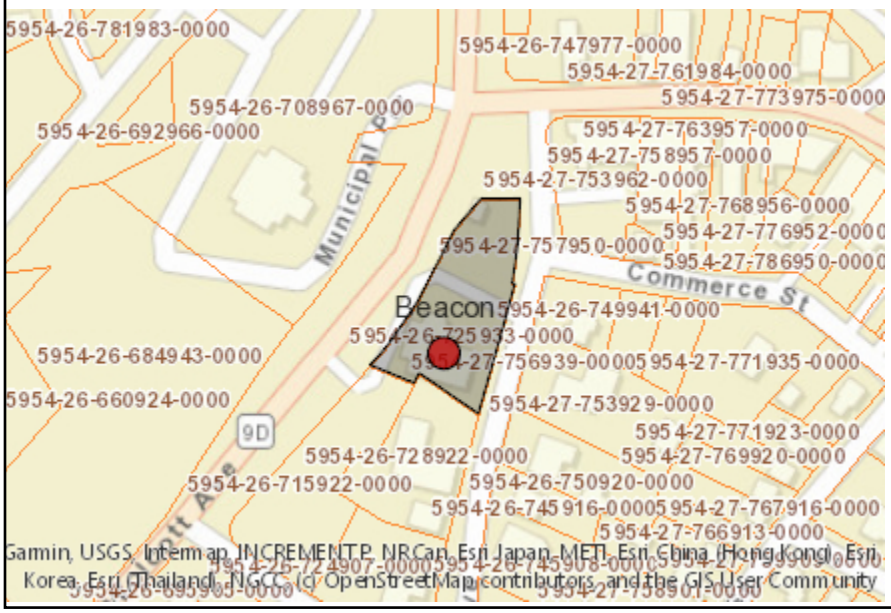
	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Atlantic Sturgeon, Shortnos...	☐	☑
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes, a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:_____ _____	☑	☐
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ The project site is located 0.4 miles away from 167 Tompkins Avenue which is the site of completed remediation.	☐	☑

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: City of Beacon Date: July 27, 2022

Signature: Drew Jamils Title: City Attorney

PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Agency Use Only [If applicable]

Project: Firehouse Renovations

Date: August 1, 2022

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: Firehouse Renovations

Date: August 1, 2022

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Beacon	
Name of Lead Agency	Date
Christopher White	City Administrator
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

City of Beacon City Council Agenda
08/01/2022

Title:

Resolution No. 104 - Repealing Certain Previously Adopted Bond Authorizations

ATTACHMENTS

Resolution Repealing Certain Previously Adopted Bond Authorizations

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 104 OF 2022

RESOLUTION REPEALING CERTAIN PREVIOUSLY ADOPTED BOND AUTHORIZATIONS

WHEREAS, the City Council of the City of Beacon, Dutchess County, New York, has heretofore pursuant to various bond resolutions duly adopted by said City Council on various dates authorized financing for various capital improvements in and for said City, including incidental improvements and expenses in connection therewith, and

WHEREAS, it has now been determined that all or a portion of certain of said financing authorizations will not be required for said capital projects and it is now desired to repeal solely from said serial bond authorizations of said resolutions, the unused portion thereof.

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the City Council of the City of Beacon, Dutchess County, New York, as follows:

Section 1. The serial bond authorizations of the bond resolutions listed on the attached Appendix A are hereby repealed to the extent indicated therein; provided, however, such repeal shall only be effective to the extent any such authorization to be repealed has not heretofore utilized for the issuance of obligations of the City therefor.

Section 2. This resolution shall take effect immediately and neither publication nor posting is required.

APPENDIX A
BOND RESOLUTIONS SUBJECT TO REPEAL IN WHOLE OR PART

ADOPTION DATE	CAPITAL PROJECT	AMOUNT AUTHORIZED	AMOUNT HEREBY REPEALED
09/15/2008	Highway Garage	$4,500,000	$480,454
10/21/2013	Fire Truck	$1,200,000	$200,000
05/04/2015	LED Street Lighting	$3,006,358	$1,046,358
05/04/2015	Sewer System Improvements	$1,618,000	$718,000

Resolution No. 104 of 2022 **Date: August 1, 2022**
☐ **Amendments** ☐ **2/3 Required**
☐ **Not on roll call.** ☐ **On roll call** ☐ **3/4 Required**

Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
08/01/2022

Title:

Resolution No. 105 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 223, Section 24.1 and Section 14, and Chapter 223 Attachment 2:2 of the Code of the City of Beacon Concerning Accessory Apartments

ATTACHMENTS

City of Beacon Planning Board Memorandum on Accessory Apartments Local Law

City Planner Memorandum on Accessory Apartments

Keane & Beane P.C. Memorandum on New York State Accessory Housing Funding

Proposed Local Law to Amend Chapter 223, Section 24.1 and Section 14 and Chapter 223 Attachment 1, Attachment 2, and Attachment 3 of the Code of the City of Beacon Concerning Accessory Apartments

Proposed Amendments to the Schedule of Dimensional Regulations for Accessory Apartments

Proposed Amendments to the Schedule of Use Regulations - Accessory Apartments

Proposed Amendments to the Schedule of Regulations for Accessory Buildings on Residential Lots

Resolution Setting a Public Hearing for Accessory Apartments

Memorandum
Planning Board

TO: City Council

FROM: Planning Board Chairman Gunn and Planning Board Members

RE: Proposed Local Law Amending Chapter 223, Section 24.1 and Section 14, and Chapter 223 Attachment 2:2 of City Code concerning Accessory Apartments

DATE: July 22, 2022

As requested, the Planning Board reviewed the proposed Local Law to amend Chapter 223, Section 24.1 and Section 14, and Chapter 223 Attachment 2:2 of City Code concerning Accessory Apartments. The Board discussed a possible amendment to disallow accessory dwelling units from R1-5 and R1-7.5 properties. The Board did not support this amendment, as these lots represent a significant portion of homes in the areas around Main Street, and an accessory apartment in the R1-5 zoning district was recently approved by the Planning Board. The Board noted that side-yard setback requirements will still need to be met, and the accessory dwelling units should not be disallowed from certain lots based on size alone.

The Board was in support of allowing the Planning Board to waive the parking requirement for units that require Planning Board approval, noting that the decision should be made on a case-by-case basis based on objective circumstances such as the availability of on-street parking.

Overall, the Board was supportive of the section regarding parking discretion and did not support restricting accessory apartments from R1-5 and R1-7.5 zones.

John Clarke Planning and Design jclarkeplandesign@gmail.com
845.797.4152

To: Mayor Kyriacou and the Beacon City Council
From: John Clarke, City Planner
Date: June 24, 2022
Re: Accessory Dwelling Units (ADUs)

After the June 13, 2022 Council Workshop discussion on draft revisions to the Accessory Apartments Section 223-24.1, the City Administrator requested a summary memo on accessory dwelling units as an affordable housing option in the City. Accessory apartments tend to be more affordable than typical rental developments because they require no extra land costs, no large parking lots, no elevators or stair bulkheads, have shorter construction periods with lower carrying costs, and involve no large developer profit margins. They are smaller in scale, incremental in nature, and often intended for family members or friends who need housing support at lower cost or no cost.

The largest studies of states and cities that have adopted more progressive and streamlined ADU laws have shown that a substantial percentage of the units built had below-market rents. A 2021 study of California ADUs by the UC Berkeley Center for Community Innovation found that a large portion of units are available to those making less than 80% of the area median income, ranging from only 12 % in LA County to 29% in Alameda County, 38% in San Mateo County, 50% in Santa Clara County, and 67% in Marin County. A 2017 study of updated ADU policies in Seattle, Portland, and Vancouver BC reported that, overall, 58% of the surveyed rents were below the market rates, with only about 40% of these occupied by family or friends.

It is important to note that ADUs are the only affordable housing option available for the R1 single-family districts, which contain the overwhelming majority of the land in Beacon. Historically across the U. S., single-family zoning has been used to exclude lower-income tenants from middle- and upper-income neighborhoods. The proposed NY State ADU legislation has been endorsed by a long list of fair housing advocacy groups and related organizations, including AARP New York, Fair Housing Justice Center, NYS Habitat for Humanity, Housing Rights Initiative, NY Housing Conference, Regional Plan Association, and Westchester Residential Opportunities. The main proponent of the adopted Connecticut ADU law was Desegregate CT, a coalition of 80+ organizations.

Beacon's accessory apartment standards were initially adopted in 1989 and need updating. Many communities in the area allow ADUs, but most were similarly adopted decades ago and do not represent the best model for today's changing demographics, aging population, smaller households, and high demand for affordable housing options. A good starting point for discussion is the Westchester County Department of Planning's Model ADU Ordinance, which includes the following primary recommendations:

- An attached or detached ADU may be added to a house on any residentially zoned lot;
- The parcel shall be occupied by the owner, either in the ADU or principal dwelling unit;
- An ADU may be up to 800 square feet or the size of the primary dwelling, whichever is less;
- The maximum height is 20-25 feet or the height of the primary dwelling, whichever is less;
- No additional ADU parking is required, but the required primary dwelling parking must remain;
- An ADU that complies with the standards will be approved by the Building Inspector;
- ADU application fees shall be no more than 30% of single-family dwelling application fees.

The City of Kingston offers a useful and current comparison. The existing very restrictive standards only allow ADUs in dwellings over 2,000 square feet and built before 1982. They are limited to 300 to 600 square feet in size, but no more than 25% of the principal dwelling. ADUs require additional parking, at least 3 total off-street spaces or likely 4 based on the number of total combined bedrooms, and need a Special Permit from the Planning Board. The recently drafted Zoning Code rewrite, now open for public comments, would permit ADUs as-of-right in a

much broader area of the City and allow ADUs with single-family, duplex, or rowhouse building types. The maximum size for an attached ADU is 1,000 square feet or 50% of the primary structure, whichever is less, and the maximum size of a detached ADU is 1,000 square feet. No additional ADU parking would be required. Approval is proposed to be by administrative review, not though the Planning Board.

Not all communities allow ADUs, including the cities of Poughkeepsie, Hudson, Peekskill, Middletown, and White Plains, as well as the villages of Cold Spring, New Paltz, Nyack, Tarrytown, Mt. Kisco, and Catskill.

The Council also asked for examples of ADU standards from other communities. The following table compares the primary standards for ADUs in area municipalities, mostly in Dutchess County:

Municipality	Min. - Max. ADU Size	Max. % Main House	Required Parking	Approval Process	Other Regulations
Town/Fishkill	350 sf - 1,000 sf	50%	2 spaces	Building Inspector	Separate ADU entrance required
Town/Wappinger	300 sf – 1,000 sf	35%	2 spaces	Zoning Administrator	Only family member or 55+ tenants Min. 80,000 sf lot. 1-year insp/renewal
Village/ Wappingers Falls	750 sf – 1,000 sf		1 space	Special Permit Planning Board	At least 1 family member in both units
Town/Newburgh	450 sf – 700 sf		1 space	Special Permit ZBA	Principal house must be 5 years old
Town/East Fishkill			1 space	Building Inspector	If in principal house, must be 5 years old If in acc. bldg., must be built before 1985
Town/ Poughkeepsie	400 sf	35%	2 spaces	Special Permit ZBA	No more than 1 bedroom in ADU Inspection every 2 years
Town/LaGrange	400 sf	35%	2 spaces	Special Permit Planning Board	No more than 1 bedroom in ADU
Town/ Hyde Park	400 sf	35%	2 spaces	Special Permit Planning Board	No more than 2 bedrooms in ADU ADU shall count for density calculations
Village/Pawling	450 sf – 500 sf		1 space	Special Permit Planning Board	Main house min 1,200 sf. 2-year renewal No more than 1 ADU Bedroom/2 persons
Village/Rhinebeck	400 sf – 750 sf	25%	1 space	Special Permit Planning Board	Owner must live on lot 6 months/year
Village/Red Hook	400 sf – 600 sf	35%	1 space	Special Permit Planning Board	No more than 1 ADU bedroom/2 persons Detached ADU needs min. of 1.5 acres
Town/Pine Plains	250 sf – 1,250 sf	75%	1 space	Special Permit Planning Board	

Please let me know if you have any questions or need additional information.

KEANE & BEANE P.C.
ATTORNEYS AT LAW

- **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**
  99 Madison Avenue
  New York, NY 10016
  Phone 646.794.5747

MEMORANDUM

TO: **Mayor Kyriacou and Members of the City Council**

FROM: **Keane & Beane, P.C.**

RE: **Funding for Accessory Dwelling Units**

DATE: **June 23, 2022**

At the June 13, 2022 City Council workshop meeting, the City Council asked our office to provide information on the status of state funding available for accessory dwelling units.

As the City Council is aware, Governor Hochul removed the proposed Accessory Dwelling Unit (ADU) legislation from the state's proposed fiscal year 2023 budget after municipal leaders voiced strong opposition to the initiative. The bill, which was originally introduced by State Senator Peter Harckham, would have required municipalities to allow residential property owners to have an accessory apartment on their properties subject to certain conditions.

Although the ADU legislation was removed from the 2023 state budget, the budget was adopted with a $25 billion, five-year comprehensive housing plan to focus on economic recovery, social justice, climate action and improved digital connectivity. The new multi-year investment includes funding for programs in affordable housing, supportive housing and related services. The plan specifically sets aside $85 million for the creation or rehabilitation of ADUs, including basement apartments, garage units, attics and backyard cottages. This program will be supported by a new $4.5 billion capital allocation. The goal of this program is to encourage the creation of alternative housing options, bring existing accessory dwelling units into code compliance across the state, and improve safety for these alternative housing options. This is the link to the Governor's Press Release: https://www.governor.ny.gov/news/governor-hochul-announces-launch-comprehensive-25-billion-housing-plan-historic-fy-2023-budget

Specific details regarding eligibility for the funds, whether they are a loan or grant and other parameters have not yet been announced. We expect the NYS Homes and Community Renewal (HCR) Agency to issue regulations and guidelines to implement the ADU Program.

LOCAL LAW NO. ____ OF 2021

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND CHAPTER 223, SECTION 24.1 AND SECTION 14, AND CHAPTER 223 ATTACHMENT 2:2 OF THE CODE OF THE CITY OF BEACON

A LOCAL LAW to amend Chapter 223, Section 24.1 and Section 14, and Chapter 223 Attachment 1, Attachment 2 and Attachment 3 of the Code of the City of Beacon concerning accessory apartments.

DRAFT

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

Section 1. Chapter 223, Section 24.1 of the Code of the City of Beacon entitled "Accessory Apartments" is hereby amended as follows:

§ 223-24.1 Accessory Apartments.

A. Purpose and intent. It is the purpose and intent of allowing accessory apartments on all existing single-family properties in all residence districts and the Transitional District ~~in all residence districts~~ to provide the opportunity and encouragement for the development of small, rental housing units designed to meet the special housing needs of single persons, couples, other small households, the young, the elderly, persons of low and moderate income and relatives of families presently living in Beacon. It is the further purpose and intent of this provision to allow the more efficient use of the City's existing stock of dwellings and accessory buildings, to provide economic support for present resident families of limited income and to otherwise help to protect and preserve property values.

B. Owner occupancy required. The owner of the single-family lot upon which an accessory apartment is located shall occupy at least one of the dwelling units on said lot.

C. Location on the lot. An accessory apartment may be located either in or attached to a detached single-family dwelling or in an accessory building on such a single-family lot.

D. Apartment size. The floor area of an accessory apartment shall not exceed 50% of the

total floor area of the single-family dwelling in which it is located. In no case shall the total square footage of the accessory apartment exceed a maximum of 1,000 square feet or be less than a minimum of 200 square feet. Notwithstanding the foregoing, ~~The minimum floor area for an accessory apartment within a detached single-family dwelling shall be 400 square feet. The maximum floor area shall be 650 square feet, but in no case shall the floor area of the apartment exceed 30% of the total floor area of the dwelling building in which it is located. For an accessory apartment located in an accessory building, the minimum floor area shall be 300 square feet, and the maximum shall be 600 square feet, except that~~ the Planning Board may permit a ~~smaller or~~ larger accessory apartment where appropriate in an existing accessory building constructed prior to August 1, 1989. There shall be no more than one accessory apartment permitted per single-family lot. ~~There shall be no more than one accessory apartment permitted per single-family lot. However, in the case of a lot which contains an existing accessory building or buildings that comply with the minimum required setbacks required for a principal building in the zoning district in which the lot is located and that were constructed prior to August 1, 1989, one accessory apartment shall be permitted in each such accessory building in addition to the one permitted in the detached single-family dwelling; the area of such lot shall be at least 100% larger than the minimum lot area required in the district in which the lot is located for each accessory apartment in excess of the first one.~~

E. Exterior appearance. If an accessory apartment is located in a detached single-family dwelling, the entry to such unit and its design shall be such that, to the degree reasonably feasible, the exterior appearance of the building will remain that of a single-family residence.

F. Off-street parking. A minimum of one off-street parking space shall be provided for each accessory apartment in addition to the off-street parking required for other uses existing on the lot. The Planning Board may, in its discretion, waive all parking requirements when deemed appropriate.

G. The accessory apartment shall not be used for short term rentals as defined in § 223-26.5.

H. An existing structure that does not conform to the yard requirements of Chapter 223 may be converted into an accessory apartment without a variance from the Zoning Board of Appeals if the proposed use will not enlarge or increase the dimensional nonconformity.

DRAFT

~~G. Renewal inspections. Each accessory apartment shall be inspected by the Building Department every two years in order to determine whether the apartment remains in compliance with this section. Upon a satisfactory inspection report, the accessory apartment owner shall be reissued a certificate of occupancy. In the event that the inspection indicates that the apartment is no longer in compliance, the certificate of occupancy shall be revoked until the violations are cured.~~

I. The Building Inspector shall have approval authority for accessory apartments entirely contained within an existing single-family dwelling and meeting all the provisions of this section. All other proposed accessory apartments, including any accessory apartments requiring exterior additions, conversions of existing accessory buildings, or new accessory buildings, shall require site plan approval from the Planning Board.

Section 2. Chapter 223, Section 14 of the Code of the City of Beacon entitled "Accessory buildings on residential lots" is hereby amended to add a new subsection (4) as follows:

§ 223-14 Landscaping, lighting, and miscellaneous regulations.

…

E. Accessory buildings on residential lots.

…

(4) This subsection shall not apply to accessory apartments.

Section 3. Chapter 223 Attachment 1 of the Code of the City of Beacon, entitled "§ 223-17. Schedule of Dimensional Regulations" shall be amended to (1) add a 40% maximum percent building coverage limit for the R1-5 and T Zoning Districts and (2) reduce the required front yard setbacks in all R1 residential districts by five (5) feet.

SEE ATTACHED CHART

Section 4. Chapter 223 Attachment 2 of the Code of the City of Beacon, entitled "§ 223-17, City of Beacon Schedule of Use Regulations" shall be amended to permit accessory apartment as-of-right in all Residential Districts and the Transitional District in the City of Beacon, subject to site plan review by the City Planning Board.

SEE ATTACHED CHART

DRAFT

Section 5. Chapter 223 Attachment 3 of the Code of the City of Beacon, entitled "§ 223-17E, Schedule of Regulations for Accessory Buildings on Residential Lots" shall be amended to (1) eliminate the maximum cumulative square foot requirement for accessory buildings for all R1 Zoning Districts, (2) increase the maximum square footage permitted for each accessory building construction in connection with a single-family dwelling to be based on the total square footage of the principal building rather than the footprint of the principal building, and (3) increase the maximum square footage permitted for each accessory building constructed in connection with a single-family home from 40% to 50%.

SEE ATTACHED CHART

Section 6. Ratification, Readoption and Confirmation

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

Section 7. 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 8. Severability. The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 9. Effective Date

DRAFT

This local law shall take effect immediately filing with the Office of the Secretary of State.

DRAFT

223 Attachment 1

City of Beacon

§ 223-17. Schedule of Dimensional Regulations
[Added 6-15-2020 by L.L. No. 7-2020[1]]

Zoning District	Minimum Lot Size Area[h] (see also § 223-121)				Minimum Yards[a]			Minimum Distance Between Buildings Same Lot	Maximum Height Main Building (see § 223-13) (stories/feet)	Maximum percent Building Coverage		Maximum Number of Units per Building	Minimum Open Space	Zoning District	Also Refer to Pertinent Sections
	Area (square feet)	Per Unit (square feet)	Width (feet)	Depth (feet)	Front (feet)	Side (feet)	Rear[d,e] (feet)			Multifamily	All Other				
R1-120	120,000	120,000	250	350	~~75~~ 70	50	75	—	2.5 / 35	N.A.	7%	1	—	R1-120	
R1-80	80,000	80,000	150	200	~~50~~ 45	30	50	—	2.5 / 35	N.A.	10%	1	—	R1-80	
R1-40	40,000	40,000	150	150	~~40~~ 35	25	50	—	2.5 / 35	N.A.	15%	1	—	R1-40	
R1-20	20,000	20,000	125	125	~~30~~ 25	20	40	—	2.5 / 35	N.A.	20%	1	—	R1-20	
R1-10	10,000	10,000	85	100	~~25~~ 20	15	35	—	2.5 / 35	N.A.	25%	1	—	R1-10	
R1-7.5	7,500	7,500	75	100	~~20~~ 15	10	25	—	2.5 / 35	N.A.	30%	1	—	R1-7.5	
R1-5	5,000	5,000	50	100	~~15~~ 10	10	20	—	2.5 / 35	N.A.	40%	1	—	R1-5	
RD-7.5[d,e]	2 acres	7,500	200	200	20 to 35	25	50	30	3 / 35	15%	20%	12	—	RD-7.5[d,e]	
RD-6[d,e]	2 acres	6,000	200	200	50	25	50	30	2.5 / 35	15%	20%	16	—	RD-6[d,e]	
RD-5[d,e]	5,000	5,000	50	100	30	10	25	30	3 / 35	20%	30%	16	—	RD-5[d,e]	
RD-4[d,e]	5,000	4,000	200	200	40	20	40	30	2.5 / 35	20%	25%	20	—	RD-4[d,e]	
RD-3[d,e]	5,000	3,000	50	100	30	20	25	30	3.5 / 45	20%	40%	24	—	RD-3[d,e]	
RD-1.8[d,e]	5,000	1,800	50	100	30	20	25	30	10[b] / 100	25%	40%	—[c]	—	RD-1.8[d,e]	
RD-1.7[d,e]	5,000	1,700	50	100	30	20	25	30	4.5[f] / 55[f]	25%	40%	36[g]	—	RD-1.7[d,e]	
T	5,000	i	50	100	10	10	20	—	2.5 / 35	—	40%	—	—	T	
GB	—	1,500	—	100	15	20	25	—	— / 35	—	—	—	—	GB	
CMS	—	—	—	75	0 to 10	0	20	—	3 /| 38	—	—	—	10%	CMS	Art. IVD
L	—	—	—	75	0 to 20	0 to 30	25	—	4 / 48	—	—	—	15%	L	Art. IVE
FCD	2 acres	3,960	—	—	—	—	—	—	3 / 40	35%		—	30%	FCD	Art. IVC
WP	1 acre	—	—	—	10	—	—	—	2.5 / 35	20%		—	—	WP	Art. IVA
WD	5 acres	—	—	—	—	—	—	—	See Art. IVA	—		—	15%	WD	Art. IVA
LI	—	1,500	60	100	20	20	25	—	— / 35	70%		—	20%	LI	
HI	—	—	60	100	30	20	25	—	— / 40	70%		—	20%	HI	

NOTES:

[a] A private garage may be built across a common lot line in multifamily developments by mutual agreement between adjoining property owners, a copy of such agreement to be filed with the building permit application for such garage.

[b] But not more than 65% of the dwelling units in a multifamily development may be contained in buildings more than 3 1/2 stories in height.

[c] But not more than 24 dwelling units in any building 3 1/2 stories or less in height.

[d] For multifamily developments, a well-designed and landscaped recreation or usable open space area, approved by the Planning Board, of 2,000 square feet for the first 20 dwelling units or part thereof, plus 100 square feet for each additional dwelling unit will be required.

[e] In any RD District, the Planning Board may approve a subdivision of land into individual building lots containing a minimum of 1,800 square feet of area each and designed for attached or semi-attached single-family dwellings (townhouses), provided that the design is such that the gross dwelling unit density for the entire tract does not exceed that which can normally be permitted for multiple dwellings in the district in which the property is located and further provided that the Planning Board attaches such conditions and safeguards to its approval as, in its opinion, are necessary to assure that the entire property, including any designated common areas for open space.

[f] A maximum of one story of parking under a building shall not count toward the maximum building height limitation in feet and stories.

[g] And each building shall not exceed 150 feet in length.

[h] For all development proposals involving a total lot area of more than three acres within an R1, RD, or Fishkill Creek Development zoning district, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, predevelopment very steep slopes of 25% or more as defined in § 223-63.

[i] One-half the minimum lot size area per dwelling unit as the least restrictive adjoining residential district.

[1] Editor's Note: This local law also repealed former 223 Attachment 1, § 223-17C, Schedule of Regulations for Residential Districts, as amended.

223 Attachment 2

City of Beacon

§ 223-17. City of Beacon Schedule of Use Regulations
[Added 6-15-2020 by L.L. No. 7-2020[1]; amended 2-16-2021 by L.L. No. 02-2021]

Permitted Uses by District	Reference Notes	All R1	All RD	T	GB	CMS	L	WD	WP	FCD	LI	HI
Residential												
One-family detached dwelling		P	P	P	X	X	X	X	X	X	X	X
One-family attached/semidetached	Including townhouses	X	P	P	X	X	P	X	X	P	X	X
Two-family dwelling		X	P	P	X	X	X	X	X	X	X	X
Multifamily dwelling		X	SP*	P	P	P	P	P	X	P	X	X
Artist live/work space	Subject to § 223-14.2	X	X	P	P	P	P	P	X	P	P	X
Retail/Office/Service												
Retail, personal service, or bank		X	X	X	P	P	P	P	X	X	P	X
Office		X	X	P	P	P	P	P	X	P	P	X
Artist studio, art gallery/exhibit space		X	X	P	P	P	P	X	X	P	P	X
Funeral home		X	X	X	P	X	X	X	X	X	P	X
Commercial recreation, indoor		X	X	X	P	P	X	X	X	X	P	P
Auction gallery		X	X	X	P	X	X	X	X	X	P	P
Adult use	Subject to § 223-20.1	X	X	X	X	X	X	X	X	X	SP	X
Food/Lodging												
Restaurant or coffee house		X	X	X	P	P	P	P	SP*	P	X	X
Bar/brew pub/microbrewery/microdistillery		X	X	X	P	P	P	P	X	P	P	P
Food preparation business		X	X	X	P	SP	SP	X	X	X	P	P
Short-term rental	Subject to § 223-26.5	P	P	P	P	P	P	P	P	P	P	P
Bed-and-breakfast	Subject to § 223-24.4	SP	SP	SP	P	X	P	X	SP*	P	P	X
Inn		X	X	X	P	P	P	P	SP*	P	P	X
Hotel	Subject to § 223-14.1	X	X	X	P	P	P	P	X	X	P	X
Social/Community												
Spa/fitness center/exercise studio		X	X	SP	P	P	P	P	X	P	P	X
Day-care center		X	X	P	P	X	P	P	X	P	SP	X
Park, preserve, community garden		P	P	P	P	P	P	P	P	P	P	X
Theater, concert or conference space		X	X	X	P	P	P	P	X	P	P	X
Museum		SP*	SP*	SP*	P	P	P	P	X	P	P	SP
Place of worship/religious facility		P	P	P	P	X	X	X	X	X	P	X
Social club	Subject to § 223-24.2	SP	SP	SP	SP	P	X	X	X	X	SP	X
X = Use Not Permitted P = Permitted Use SP = Special Permit Use by Planning Board SP* = Special Permit Use by City Council	For specific standards see -->					Article IVD	Article IVE	Article IVA	Article IVA	Article IVC		

[1] Editor's Note: This local law also repealed former 223 Attachment 2, § 223-17D, Schedule of Regulations for Nonresidential Districts, as amended.

Permitted Uses by District	Reference Notes	All R1	All RD	T	GB	CMS	L	WD	WP	FCD	LI	HI
Government facility		P	P	P	P	P	P	P	P	P	P	P
Golf course		SP*	SP*	X	X	X	X	X	X	X	X	X
Health Care												
Hospital or nursing home	Subject to 223-21.1/22	SP*	SP*	X	X	X	X	X	X	P	P	P
Animal care facility		SP	SP	X	SP	X	X	X	X	X	SP	X
Educational												
College or university		SP*	SP*	X	P	P	P	X	X	P	P	P
Trade school or training program		X	X	X	P	P	P	X	X	P	P	P
Private school or nursery school		SP	SP	SP	P	X	P	X	X	P	SP	X
Parking/Auto-Oriented												
Off-street parking or parking structure	Subject to § 223-26	X	X	SP	SP	SP	X	X	X	X	X	X
Vehicle sales or rental lot		X	X	X	SP	X	X	X	X	X	SP	X
Gas filling station and/or car wash	Subject to Ch. 210/§ 223-21	X	X	X	SP	X	X	X	X	X	SP	X
Auto body or repair shop	Subject to Chapter 210	X	X	X	SP	X	X	X	X	X	SP	X
Ambulance service		SP	SP	SP	P	X	X	X	X	X	P	X
Industrial or Assembly												
Wholesale or storage business		X	X	X	P	X	X	X	X	X	P	P
Workshop		X	X	SP	P	P	P	X	X	P	P	P
Industrial or manufacturing use		X	X	X	X	X	SP	X	X	P	P	P
Other												
Wireless communication facility	Subject to § 223-26.4	P	P	P	P	P	P	P	P	P	P	P
Small cell wireless facility	Subject to § 223-26.4	P	P	P	P	P	P	P	P	P	P	P
Farm		P	X	X	X	X	X	X	X	X	X	X
Horticultural nursery		P	P	X	P	X	X	X	X	X	P	X
Historic District Overlay Use	Subject to § 223-24.7	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*
Permitted Accessory Uses (includes uses/structures customarily incidental to a permitted principal use, but not an activity for commercial gain in a residential district)												
Accessory apartment	Subject to § 223-24.1	~~SP~~ P	~~SP~~ P	~~SP~~ P	X	X	X	X	X	X	X	X
Private tennis court or pool	Subject to § 223-13	P	P	P	X	X	X	X	X	X	X	X
Home occupation or artist studio	Subject to § 223-17.1	P	P	P	X	X	X	X	X	X	X	X
Parking structure		X	X	SP	X	P	P	P	X	P	X	X
Garden, roof garden, or greenhouse		P	P	P	P	P	P	P	P	P	P	P
Solar collectors	Subject to Article X	P	P	P	P	P	P	P	P	P	P	P
X = Use Not Permitted P = Permitted Use SP = Special Permit Use by Planning Board SP* = Special Permit Use by City Council	For specific standards see -->					Article IVD	Article IVE	Article IVA	Article IVA	Article IVC		

223 Attachment 3

City of Beacon
§ 223-17E, Schedule of Regulations for Accessory Buildings on Residential Lots

Zoning District	Minimum Front Yard	Minimum Rear Yard	Minimum Side Yard	~~Maximum Cumulative Square Footage for All Accessory Buildings~~	Maximum Square Footage Permitted For Each Accessory Building (Based on ~~footprint~~ the total square footage of the principal building)	Maximum Number of Sheds Permitted
R1-120 1-Family Residence District	Not permitted in front yard	50	50	~~2,775~~	~~40%~~ 50%	2
R1-80 1-Family Residence District	Not permitted in front yard	30	30	~~2,125~~	~~40%~~ 50%	2
R1-40 1-Family Residence District	Not permitted in front yard	25	25	~~1,625~~	~~40%~~ 50%	2
R1-20 1-Family Residence District	Not permitted in front yard	20	20	~~1,250~~	~~40%~~ 50%	2
R1-10 1-Family Residence District	Not permitted in front yard	15	15	~~960~~	~~40%~~ 50%	2
R1-7.5 1-Family Residence District	Not permitted in front yard	5	5	~~720~~	~~40%~~ 50%	1
R1-5 1-Family Residence District	Not permitted in front yard	5	5	~~720~~	~~40%~~ 50%	1

Zoning District	Minimum Front Yard	Minimum Rear Yard	Minimum Side Yard	Maximum Cumulative Square Footage for All Accessory Buildings	Maximum Square Footage Permitted For Each Accessory Building (Based on footprint[a] of principal building)[b]	Maximum Number of Sheds Permitted
~~R1-5 1-Family Residence District~~	~~Not permitted in front yard~~	~~5~~	~~5~~	~~720~~	~~40%~~	~~1~~
RD-6 Designed Residence District	Not permitted in front yard	50	50	2,775	40%	2
RD-5 Designed Residence District	Not permitted in front yard	30	30	2,125	40%	2
RD-4 Designed Residence District	Not permitted in front yard	25	25	1,625	40%	2
RD-3 Designed Residence District	Not permitted in front yard	20	20	1,250	40%	2
RD-1.8 Designed Residence District	Not permitted in front yard	15	15	960	40%	2
RD-1.7 Designed Residence District	Not permitted in front yard	5	5	720	40%	1
R1-5 Designed Residence District	Not permitted in front yard	5	5	720	40%	1

NOTES:

The following districts were not included in the Planning Board's recommendation: RMF-1.5 (Multifamily Residence District), SAHO (Senior Affordable Housing Overlay District.

[a] Footprint includes attached garages but excludes open porches/decks.

[b.] The maximum square footage of each accessory building for any single-family dwelling located in the RD Zoning District shall be 50% based on the total square footage of the principal building.

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 105 OF 2022

RESOLUTION SETTING A PUBLIC HEARING FOR AUGUST 15, 2022 FOR A PROPOSED LOCAL LAW TO AMEND CHAPTER 223, SECTION 24.1 AND SECTION 14, AND CHAPTER 223 ATTACHMENT 1, ATTACHMENT 2, AND ATTACHMENT 3 OF THE CODE OF THE CITY OF BEACON CONCERNING ACCESSORY APARTMENTS

BE IT RESOLVED THAT the City Council hereby sets a public hearing for August 15, 2022 for a proposed local law to amend Chapter 223, Section 24.1 and Section 14, and Chapter 223 Attachment 1, Attachment 2, and Attachment 3 of the of the Code of the City of Beacon concerning accessory apartments.

Resolution No. 105 of 2022		**Date: August 1, 2022**					
☐ Amendments						**☐ 2/3 Required**	
☐ Not on roll call.			**☐ On roll call**			**☐ 3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
08/01/2022

Title:

July 18, 2022 City Council Minutes

ATTACHMENTS

July 18, 2022 Minutes

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

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

July 18, 2022
7:00 PM
City Council
Draft
Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

https://vimeo.com/user1296488. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that 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

Mayor Lee Kyriacou

Councilmember Paloma Wake, At Large

Councilmember George Mansfield, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Wren Longno, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Chris White, City Administrator

Drew Gamils, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

Swearing in of Nicholas Anzovino and Jonathan Underwood as Police Officers

Motion to move the scheduled Proclamation up in the agenda by Councilmember Rhodes.
Second by Councilmember Aymar-Blair.
Motion Passes 6 - 0.

Proclamation in Honor of Staff Sergeant Bryan M. Faison

Motion to open the workshop by Councilmember Rhodes.
Second by Councilmember Wake.
Motion passes 6 – 0.

Workshop

South Avenue Sidewalk Replacement Bid Award to Precise Enterprises II, LTD.

Fishkill Avenue and Hanna Lane Sewer Replacement Bid Award to Sun Up Construction Corp.

2022 Beacon Accessible Curb Ramps Bid Results

Regulation of Leaf Blower Use

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. Resolution No. 96 - Authorizing the City Administrator to Execute an Agreement with Precise Enterprises II, LTD. for the South Avenue Sidewalk Replacement

   Motion to pass the resolution by Councilmember Mansfield.
   Second by Councilmember Wake.
   Motion passes 6 – 0.

2. Resolution No. 97 - Authorizing the City Administrator to Execute an Agreement with Sun Up Construction Corp. for Fishkill Avenue and Hanna Lane Sewer Replacement

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

3. Resolution No. 98 - Rejecting the Bid Received for the 2022 Beacon Accessible Curb Ramps Project

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

Approval of Minutes

1. Approval of Minutes - July 5, 2022

Motion to approve the minutes by Councilmember Rhodes.

Second by Councilmember Wake.

Motion passes 6 – 0.

2nd Opportunity for Public Comments

Executive Session

Executive Session

Motion to go into executive session on the topic of contracts and to adjourn from such with no further business by Councilmember Wake.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

Adjournment