

CITY OF BEACON
WORKSHOP AGENDA

DATE: May 26, 2015 @ 7:00 PM

PLACE: 1 Municipal Plaza, Beacon, NY

Topics for Discussion

Notes

1. Discussion of Wastewater Treatment Plant Odors
2. Budget Amendments
3. Beacon Jazz Festival - Event Review
4. Consideration of a Grant Application for Margaret Fuller Historic Marker
5. 3-11 Churchill Street Sewer and Utility Easement
6. 3-11 Churchill Street Stream Easement
7. Churchill Street Parking Lot
8. Liberty Street Sidewalk Replacement
9. Executive Session - Personnel

Council Budget Amendments
June 1, 2015 Meeting

1. Amend the 2015 General Fund budget for additional principal pay downs on the Short-term debt (Bond Anticipation Note - BAN) being made with the renewal. Below is the proposed budget amendment:

Transfers from:

A0000_090900_ FUND BALANCE	<u>\$ 500,000</u>
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Transfers to:

A9730_607599_ BAN PRINCIPAL	<u>\$ 500,000</u>
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2. Amend the 2015 Sewer Fund budget for additional principal pay downs on the Short-term debt (Bond Anticipation Note - BAN) being made with the renewal. Below is the proposed budget amendment:

Transfers from:

G0000_090900_ FUND BALANCE	<u>\$ 400,000</u>
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Transfers to:

G9730_607599_ BAN PRINCIPAL	<u>\$ 400,000</u>
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Respectfully submitted,

Susan K. Tucker CPA

City of Beacon Recreation Department Facility Request

rev31015

Facility Information

Facilities Requested: Riverfront Park	
Dates of Event: July 25, 2015	Time of event:

Applicant Information

Name of Sponsoring Organization: 6 Strings Productions			
Address: 142 main st Beacon, NY		Email:	
Phone:			
Circle One:	<input checked="" type="radio"/> Resident	<input type="radio"/> Non-Resident	
Designated contact: Justin Riccobono			
Address: 30 Bank St Beacon NY		Email: justinricco@gmail.com	
Phone:		Cell: 917-495-7778	

Event Information

Event Name: Beacon Jazz Festival		Type of event: Music / tasting	
Estimated Attendance: 1,500 first year			
Activities Planned: Jazz music emphasis w/ craft food + Bev vendors			
How will the event be advertised: Social media / Radio + flyers			
Amplified Sound?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Time: 11am - 6pm
Will there be a stage?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Where: Near basketball court
Will alcohol be served?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If YES, you need separate approval from the Beacon PD
Will alcohol be sold?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If YES, separate NYS ABC permit required at (518)474-0385
Will food be served?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Will food be sold?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If YES, separate Health Dept. permit required (845)838-4801
Will any goods be sold?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Describe: t-shirts and local crafts
Will there be a tent or canopy <input checked="" type="radio"/> Yes <input type="radio"/> No Size: 1000 Square Feet: Location: TBD			

Tents and canopies over 200 square feet are subject to separate building department permitting and fees

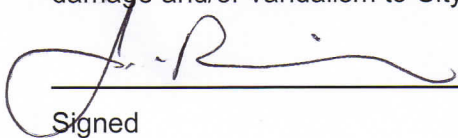
2-3 tents - TBD @ 1000 sq' each -

Application Checklist

Facility Fees		Office Use Only		
\$ 750.00	Total Facility Fee	Application Received by	Date	
Amenities		Permit Approved by	Yes	No
\$	Total Amenities	Payment Info		
\$	Total Facility & Amenities Check payable to City of Beacon			
\$	Refundable Site Deposit Separate check please	Notes		
Checklist				
Yes	No	Fee check		
Yes	No	Deposit Check	Copy of Approval to	Parks Department
Yes	No	Signed Application		City Administrator
Yes	No	Signed Held Harmless Agreement		Mayor
Yes	No	Insurance Certificate (if applicable)		Chief of Police
Yes	No	Proof of Not-For-Profit Status (if applicable)		Fire Chief

I certify that I am an authorized representative of this organization and that these statements are true to the best of my knowledge. I have read and received a copy of the Special Event rules, and I and/or the organization I represent agree to be bound by all applicable regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denial of future use of City of Beacon facilities.

I and/ or the organization I represent agree to indemnify, defend, and hold harmless the City of Beacon, its officials, agents, and employees from and against any and all claims, demands, losses and expenses, including legal fees arising in and from my activities and/or those of the organization I represent during the term of the use of City facilities. I and/or the organization I represent agree to pay all reasonable costs of damage and/or vandalism to City facilities used in relation to the event.


Signed

5/5/15
Date

All fees and deposits are due and payable 30 days in advance of your requested date with your completed application. Please make all checks payable to the **City of Beacon**

Return to:

Beacon Recreation, One Municipal Plaza, Suite Four, Beacon, NY 12508

Fax: 845-838-5026 Phone: 845-838-5024

mprice@cityofbeacon.org

**City of Beacon Recreation Department Park Use and Special Event Rules
(Please Keep)**

1. The City of Beacon (Permitter) recognizes that the city facilities belong to the people of the City of Beacon and since the facilities are maintained and operated by funds provided by local taxes, the City of Beacon recognizes and accepts the responsibility for making the facilities available to responsible organizations and associations.
2. The person and organization (Permittee) receiving a Special Event Permit agrees to and acknowledges the responsibility for compliance with all applicable rules, regulations, ordinances, and statutes. The Permittee expressly agrees that it will not use the Facility to which the permit applies for any activity proscribed by the laws of the U.S., State of New York, the County of Dutchess, or the City of Beacon. The Permittee further agrees to accept the total responsibility of preserving proper order and decorum, the protection of City property, and the restoration of the facility to the condition in which it existed prior to the event. The Permittee agrees to comply with the instructions and directions of the Recreation Department Head; his/her designated representatives, and all members of the City of Beacon Parks and Recreation Staff. The commission of any act in violation of Federal, State, County, or local laws by the Permittee shall be deemed a material breach of the terms of the Special Event Permit and shall be sufficient grounds for the Department Head to revoke the Special Event Permit and license to use City Facilities granted therein.
3. The City of Beacon reserves the right to determine to whom permits are issued, and can cancel the permit if the permittee is in violation of the terms and conditions of permit.
4. The City of Beacon in its discretion may impose additional requirements prior to the issuance of this permit as are required by the nature of the use applied for; including:
 - a. When there is a need for uniformed police for traffic control and security. Required Police Department staffing is at the discretion of the Chief of Police.
 - b. When the service of a city employee is required for a special event in addition to their normal working hours, there will be a charge accordingly.
 - c. When there is a need for repair or cleaning of city parks or streets, or any alterations or modifications are made to enable the event.

PLEASE NOTE: The costs associated with these additional requirements will be incurred by the permittee.

5. The City of Beacon is not responsible for any sums of money expended by permittee in anticipation of the planned activity.
6. The City of Beacon does not schedule rain dates. A rain date is at the discretion of the Event Holder and requires additional fees. If a reservation must be canceled, a refund may only be issued if we are able to resell the site.
7. The event holder is responsible for maintenance and cleanup during and after the event, and will forfeit the deposit and may be denied future permits if they fail to do so. Please remove all of your garbage. If your garbage is not removed you will be charged .36 per pound for removal and disposal. That amount will be deducted from your security deposit.
8. The use of radios, tape recorders, or other audio devices, including car radios, in such a manner that such devices are audible at a distance of more than twenty-five (25) feet from such device is prohibited. Permission must be obtained for amplified sound.
9. No signs or other forms of advertising are to be displayed for your event without the prior written approval of the Building Department. Failure of the Permittee to remove all approved signage within 24 hours of the event can result in a forfeiture of the security deposit.
10. Parking for your event shall be limited to designated areas.
11. All Annual events must submit their permit applications and fees no later than January 15th.
12. For Groups of 50 or more – The permittee shall obtain the following insurance coverage from an insurance company, approved by the Department Head and licensed to do business in the State of New York. Said insurance shall remain in effect for the duration of the event for which the Special Event Permit is issued.
 - a. General Liability Insurance with a minimum limit of liability per occurrence \$1,000,000 for bodily injury naming the City of Beacon as additional insured.
 - b. Workman's Compensation – if applicable
 - c. Product Liability – if applicable

Hold Harmless Agreement

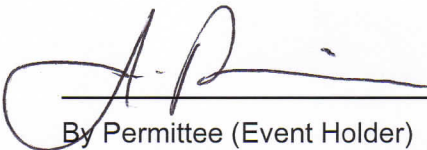
This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between, 6 String Productions, hereinafter "permittee", and the City of Beacon, hereinafter "permitter", on this _____ day of _____, 20_____, in Beacon, New York.

Agreement

For valuable consideration, the receipt of which is hereby acknowledged, permittee and permitter agree as Follows:

Permittee will indemnify and hold harmless permitter from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from

The Beacon Jazz Festival (insert event) permittee's actions including the acts of permittee's agents and employees. Permitter shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event permittee shall indemnify and hold harmless permitter for any such claims paid, including permitter's reasonable attorneys fees incurred resulting from such claims. In the event any claim or suit is brought against permitter within the scope of this agreement, permittee shall pay for legal counsel chosen by permitter to defend against same. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled. This agreement shall be interpreted under the laws of the State of New York.


By Permittee (Event Holder)

5/5/15
Date

By Permitter (the City Of Beacon)

Date

Beacon Jazz Festival

July 25th 2015



The Beacon Jazz Festival will be an event at the Beacon Waterfront Park. Conversations between musicians, civic leaders, Restaurant owners, presenters and retailers in Beacon have created this excitement. The discussions centered on the viability of a large multi-day festival and its impact on Jazz as a tourist attraction and economic enhancement for the City of Beacon. Beacon has positioned itself as a cultural center focusing on the arts and community. This renaissance has been building including new and unique shops, many festivals and events, galleries, clubs, restaurants and of course the DIA Center. These programs draw audiences from the surrounding region and NYC. During the discussion period it became apparent that there is a need in this region for a large scale Jazz Festival and that Beacon has the capability of becoming the Hudson Valleys “French Quarter” with great music to complement all of its other art mediums.

6 String Productions, a Beacon based entertainment company will be organizing the Beacon Jazz Festival. 2015 will be its inaugural year and will start with an event that will host 1500 people. 2016, will be a much larger event as it grows and will support 4000 people.

This event will be a ticketed music festival focused on the great Jazz music of the Hudson Valley and Greater NYC. As the first of its kind in the Hudson Valley, The Beacon Jazz Festival will not only showcase great Jazz Music, it will also have tastings of our Hudson Valley Distilleries. Being that 6 String Productions is based in Beacon, this festival will bring in vendors that are from the region starting at home here in Beacon.

The Beacon Jazz Festival will be held from 11am-6pm on July 25th, 2015. Tickets will go on sale in May and will range in price from \$45 -\$65.

- \$45 tickets will be for General Admission and will include Distillery tastings. Entry into the event will be at noon.
- \$65 tickets will be for VIP admission and will allow entry at 11am, includes both distillery tastings, food and an event t-shirt.

This event will grow to include a multi-day event, with locations across the city of Beacon. We will also include an educational component in 2016 that will connect with students in the Beacon High school and surrounding colleges.

MARKETING PLAN

In addition to the Festival website www.beaconjazz.com The Beacon Jazz Festival will target key media partners such as WBGO, WJZZ, WDST, WBAi, VKR and RNN. These radio and Television stations will market the Beacon Jazz Festival throughout New York City, New Jersey, Connecticut and throughout the Hudson Valley. In addition to radio advertisement, We will be handling all publicity and press releases for the event as well as advertising in all of the Jazz Trades. Other Local trades targeted will include

- Inside-Out
- The Chronogram
- The Hudson Valley Magazine
- Dutchess Beat
- Local Newspapers

In addition to these methods of marketing, The BJJ will also be advertised on the following tourism websites:

- Hvnet.com

- Hudsonrivervalley.net
- HVmusic.com
- Nymusicfestival.com
- Travelhudsonvalley.org

Print materials will be mailed out to Jazz constituents as invitations, but will be advertised throughout the Hudson Valley as well as the MTA platforms throughout NY and CT.

This Gorilla marketing approach will not only ensure maximum sponsorship exposure, but will also promote tourism in the Hudson Valley with a special focus on Beacon and its Art Renaissance.

In Conclusion, with all these components in place, the Beacon Jazz festival will be an annual event focusing on a different artist each year. The Education component will further influence students to tap into a great art form. If there are any questions please direct them to Justin Riccobono at 6 Strings Productions at 845-202-2398 or by email at Justinricco@gmail.com.

From: [Michael Barnett](#)
To: [Elizabeth Evans](#)
Subject: Margaret Fuller Historic Marker at Fishkill Landing where she wrote "Woman in the Nineteenth Century" in 1844
Date: Monday, May 18, 2015 4:46:20 PM

Dear Elizabeth Evans,

Thank you for your interest in presenting my proposal for the Margaret Fuller marker to your mayor and city council at your meeting!

I represent Margaret Fuller, the first woman reporter for Horace Greeley's *New York Tribune*, for the Women's Rights & Suffrage History Committee of the New York Cultural Heritage Tourism Network. We are working on markers, programs, and celebrations of the 100th Anniversary of Women's Right to Vote in New York State in 2017. Please see our website at www.nywomenshistory.com

On her way from Boston to begin her new job for Horace Greeley in December 1844, Margaret Fuller spent seven weeks living and writing at Fishkill Landing to transform her Transcendentalist Dial article, "The Great Lawsuit," into her national and international bestseller, "Woman in the Nineteenth Century," the first American feminist tract. She regularly visited the women prisoners at Sing Sing to dialogue with them about her book.

Would you be interested in giving permission to apply for a Traditional Historic Roadside Marker Grant for Margaret Fuller's marker at Fishkill Landing? These grants are available through the William G. Pomeroy Foundation to municipalities within New York State in Regions 1, 2, and 3. I understand that you are in Region 3. Please see <http://www.wgpfoundation.org>

Primary source documentation is required for this marker. The timeframe is 1740-1915. We would have to find out the exact location appropriate for this marker. Hopefully, there is documentation available through your public historian and historical society.

I have spoken and taught on Margaret Fuller for many years specializing on her time in New York and Europe working for Horace Greeley. I am glad to offer my help as needed.

Your official letterhead and approval would be needed. Land Permission letter would also be needed for the marker.

Margaret Fuller's life and work as exemplified in her writings for women's rights and "Woman in the Nineteenth Century" inspired Elizabeth Cady Stanton and Susan B. Anthony to create the first Women's Rights Convention at Seneca Falls, New York.

Having such a site marker will bring many people to your city during the New York State 2017 and National 2020 100th Anniversary Celebrations of Women's Right to Vote. And it will continue to bring visitors through the years.

Please be in touch as I am eager to help you with this if you are interested.

The deadline to submit email listing to verify Primary Source is Friday, June 12, 2015. Applications must be postmarked by Wednesday, July 1, 2015. Grants will be awarded by the

end of September 2015.

All the forms are on the Pomeroy Foundation website.

If you need anything else, please let me know.

Thank you so much for your help and consideration.

With kindest regards,
Michael Barnett

City of Beacon Workshop Agenda
5/26/2015

Title:

3-11 Churchill Street Sewer and Utility Easement

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Churchill St Easements	Backup Material
Churchill Street Neg Dec EAF and Agreement	Cover Memo



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ - 2015

**RESOLUTION AUTHORIZING ACCEPTANCE OF SEWER AND UTILITY
EASEMENTS ON REAL PROPERTY LOCATED AT 3 CHURCHILL STREET
(AKA 9-11 CREEK DRIVE)**

WHEREAS, Weber Projects III, LLC is the sole owner in fee simple of certain real property known as 3 Churchill Street (aka 9-11 Creek Drive) consisting of approximately 2.304 acres of land located in the City of Beacon, Dutchess County, New York, as more fully shown and designated as Tax Parcel I.D. #6054-37-066670, recorded in the Dutchess County Clerk's Office, Deed Book 1944 and Page 0223 (the "WP III Property"); and

WHEREAS, by resolutions adopted August 12, 2014, the City of Beacon Planning Board granted WP III Preliminary and Final Subdivision Plat Approval and Site Plan Approval in connection with WP III's plan to redevelop the WP III Property as multi-family housing; and

WHEREAS, the aforesaid approvals were granted on the condition that WP III grant certain easements to the City of Beacon for (1) an existing City-owned sewer trunk line running from Churchill Street under Parcel 1; and (2) existing utility lines running from Churchill Street under Parcel 1 to the City's DPW facility located on Creek Drive, behind the WP III Property; and

WHEREAS, the City will be benefitted by these easements in that it will be granted permanent access onto the WP III Property and use thereof for the purposes of operating, inspecting, maintaining, repairing and replacing the trunk line and utilities situated within the proposed easements; and

WHEREAS, WP III has provided proposed easement agreements to the City Council, which agreements have been reviewed and approved as to form by the City Attorneys; and

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

NOW THERE, BE IT RESOLVED, that after taking a "hard look" at the Short Environmental Assessment Form and all of the associated materials prepared in connection

with the Application, the City Council hereby adopts the attached Negative Declaration regarding the acceptance of the easements for the reasons stated therein; and

BE IT FURTHER RESOLVED, that the City Council hereby approves the acceptance of the above-described easements and, further, authorizes the City Administrator to execute the attached easement agreements and to take any other action necessary to give effect to the proposed easement, including but not limited to, completion and filing of any required tax forms.

Resolution No. _____ of 2015			Date: _____ 2015				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ross, Peggy					
		Kelly, Charles P.					
		Wetherbee, Pamela					
		Muhammad, Ali T.					
		Kyriacou, Lee					
		Mansfield, George					
		Mayor Randy J. Casale					
Motion Carried							

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number: _____

Date: _____, 2015

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City Council of the City of Beacon, as the Lead Agency in an uncoordinated review pursuant to the State Environmental Quality Review Act (SEQRA), has determined that the Proposed Action described below will not have a significant adverse effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Acceptance of Sewer and Utility Easements on 3 Churchill Street (aka 9-11 Creek Drive) in the City of Beacon

SEQR Status: Type I _____

Unlisted X

Conditioned Negative Declaration: Yes _____

No X **Description of Action:**

Acceptance of separate sewer and utility easements on real property located at 3 Churchill Street (aka 9-11 Creek Drive) in connection with plans of Weber Projects III, LLC to redevelop the property as multi-family housing.

Location: City of Beacon, Dutchess County , New York

Reasons Supporting This Determination:

COULD THE PROPOSED ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING:

1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? **The Proposed Action will not result in any significant adverse impacts to air quality, surface or ground water quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or cause flooding problems. The Proposed Action is merely the City's acceptance of use and access easements to the subject real property for the purpose of accessing and inspecting, operating, repairing and replacing certain sewer and utility facilities already existing on the premises. No changes will be made to the physical environment as a result of the approval of the Proposed Action. Any future site disturbances associated with the City's exercise of its rights pursuant to the easements will be temporary.**
2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources, or community or neighborhood character? **The Proposed Action will not result in any significant adverse impacts to aesthetic, agricultural, archaeological, historic, or other natural or cultural resources, or community or neighborhood character for the reasons stated above.**
3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? **The Proposed Action will not result in any significant adverse impacts to vegetation, fauna, fish, shellfish or wildlife species, significant habitat, or threatened or endangered species for the reasons stated above.**
4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? **The Proposed Action will not result in any significant adverse impacts to officially adopted plans or goals of the City of Beacon for the reasons stated above.**
5. Growth, subsequent development, or related activities likely to be induced by the proposed action? **The Proposed Action will not induce growth, subsequent development, or related activities for the reasons stated above.**
6. Long term, short term, cumulative, or other effects not identified in #1 through #5 above? **The Proposed Action will not result in significant adverse long-term, short-term, cumulative or other effects to the environment for the reasons stated above.**
7. Other impacts (including changes in use of either quantity or type of energy)? **None.**

Lead Agency: City of Beacon
One Municipal Plaza
Beacon, New York 12508

For Further Information:

Contact Person: City Administrator

Address: City Hall
One Municipal Plaza
Beacon, New York 12508

Telephone Number: (845) 838-5000

For Unlisted Actions, a copy of this notice has been filed with:

The City of Beacon Clerk

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.

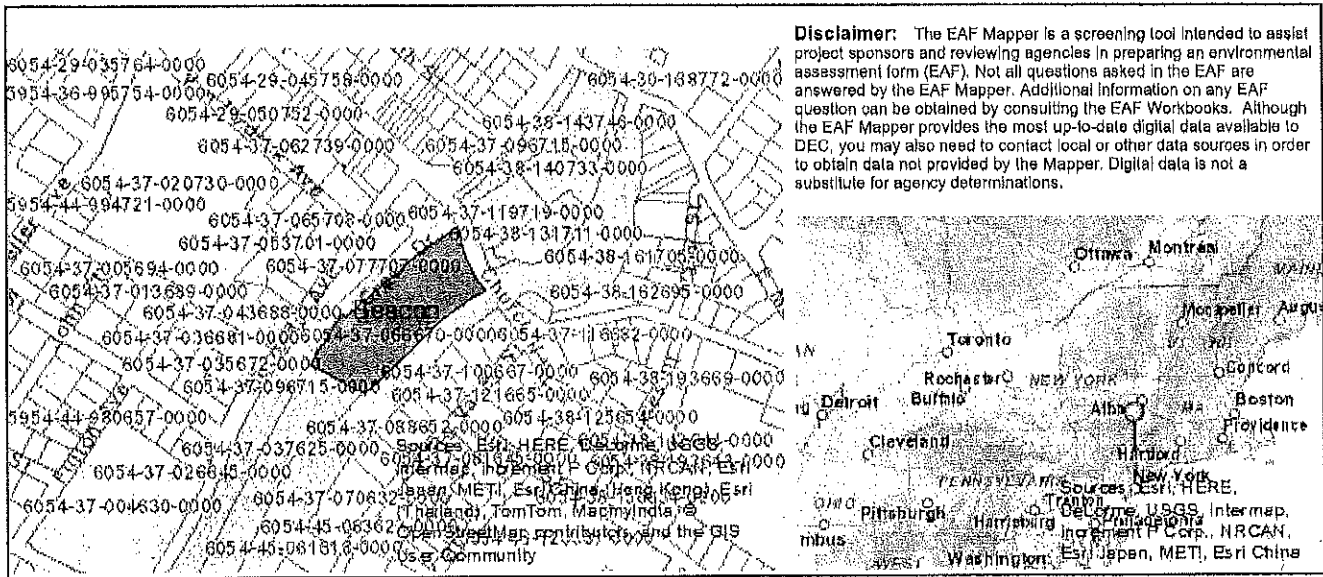
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
City of Beacon, New York			
Name of Action or Project: Acceptance of sewer and utility easements on 3 Churchill Street (aka 9-11 Creek Drive)			
Project Location (describe, and attach a location map): 3 Churchill Street (aka 9-11 Creek Drive) Beacon, New York 12508			
Brief Description of Proposed Action: Acceptance of separate sewer and utility easements on real property located at 3 Churchill Street (aka 9-11 Creek Drive) in connection with plans of Weber Projects III, LLC to redevelop the property as multi-family housing. The City requires these easements to access and perform work on certain sewer and utility facilities owned and operated by the City on the premises.			
Name of Applicant or Sponsor: City of Beacon, New York		Telephone: (845) 838-6000 E-Mail: aruggiero@cityofbeacon.org	
Address: One Municipal Plaza			
City/PO: Beacon		State: New York	Zip Code: 12508
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.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 2.6 acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 2,582 acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>City of Beacon</u> Date: _____</p> <p>Signature: _____</p>		

EAF Mapper Summary Report

Thursday, May 14, 2015 3:00 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

AGREEMENT GRANTING SEWER LINE EASEMENT

THIS EASEMENT, made this _____ day of _____, 2015, by and between **WEBER PROJECTS III, LLC**, a New York Limited Liability Company, having offices at 12 Corey Lane, Cold Spring, Putnam County, New York 10516, as "Grantor," and the **CITY OF BEACON**, a Municipal Corporation having its principal offices at One Municipal Plaza, Beacon, Dutchess County, New York 12508, as "Grantee."

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property consisting of approximately 2.304 acres of land located in the City of Beacon, Dutchess County, New York, as more fully shown and designated as Tax Parcel I.D. #6054-37-066670, recorded in the Dutchess County Clerk's Office, Deed Book 1944 and Page 0223 (the "WP III Property"); and

WHEREAS, by resolution adopted August 12, 2014, the City of Beacon Planning Board granted Grantor Preliminary and Final Subdivision Plat Approval to re-subdivide the WP III Property into a parcel consisting of approximately 84,619 square feet, with frontage on Churchill Street ("Parcel 1"), and a land-locked, second parcel of approximately 15,726 square feet ("Parcel 2"); said parcels appearing on the subdivision map entitled "3 Churchill Street (AKA 9-11 Creek Drive)" prepared by TEC Land Surveying, dated February 25, 2014, last revised July 24, 2014, and recorded in the Dutchess County Clerk's Office as Document No. _____ (hereinafter the "Approved Plans"); and

WHEREAS, the aforesaid Approved Plans were granted on the condition that an easement be granted to the City of Beacon for the existing sewer trunk line running from Churchill Street under Parcel 1; and

WHEREAS, Grantor is willing to give Grantee a sewer easement over, on and under certain portions of the WP III Property, as more particularly described in the metes and bound description in Schedule "A" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"), for the above-stated purpose, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration given by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant, and convey to Grantee, its successors and assigns forever, a sewer easement ("Sewer Easement"), as delineated and described in Schedule "A" ("Easement Area"), for the purpose of using, inspecting, maintaining, repairing and replacing the sewer trunk line for the transportation of sewage. This Sewer Easement shall include with it the right to enter and remain upon the WP III Property for the purpose of carrying out the activities

authorized pursuant to this Agreement. Except as provided in the aforementioned Approved Plans, Grantor agrees that no structure of any kind shall be erected, constructed, maintained or reconstructed over Easement Area. Grantor shall neither cause nor allow any act or omission that would unreasonably interfere with Grantee's ability to exercise its rights pursuant to this Agreement.

2. Grantee hereby covenants and agrees that whenever it excavates or otherwise disturbs the surface of the Easement Area, it shall, at its own cost and expense and to the extent practicable, restore the Easement Area and any access areas disturbed by Grantee for ingress and egress to the Easement Area to its pre-disturbance condition upon completing whatever work necessitated the disturbance. Whenever reasonably possible (except in the case of an emergency, when no prior notice shall be required), Grantee shall notify Grantor, as the case may be, prior to the exercise by Grantee of any of the rights and privileges granted to Grantee hereunder.
3. Grantor, for itself and its heirs, successors and assigns, reserves the right to fully use and enjoy the Easement Area herein described, subject to the terms of this Agreement.
4. The rights and obligations set forth herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Any deed for the sale, purchase or exchange of any real property affected by this Agreement, shall incorporate language giving notice thereof to the prospective purchaser.
5. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any suits, claims, liabilities, losses, actions and proceedings caused by Grantee exercising the rights and privileges granted to Grantee hereunder which Grantor may suffer and from any and all demands, damages, costs, expenses and judgments which arise therefrom.
6. This Agreement may not be altered, modified, amended, waived, extended, changed, discharged or terminated except in writing signed by the parties hereto, which consent shall not be unreasonably withheld by either party.
7. If any provision of the foregoing is deemed unenforceable by the final judgment of a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
8. This Agreement shall be promptly recorded at Grantor's sole cost and expense in the Office of the Dutchess County Clerk, Division of Land Records. Grantor shall provide Grantee with proof of such recording within thirty (30) days after recording.

WHEREFORE, the parties have signed this Agreement as of the day and year first above written.

WEBER PROJECTS III, LLC

By: _____
Rodney Weber, Managing Member

CITY OF BEACON

By: _____
Anthony Ruggiero, City Administrator

STATE OF NEW YORK :
 : ss.
COUNTY OF :

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared **RODNEY WEBER** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

STATE OF NEW YORK ;
 : ss.
COUNTY OF :

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared **ANTHONY RUGGIERO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

SCHEDULE "A"

Sewer Easement to the City of Beacon

All that certain piece, parcel, or tract of land situated in the City of Beacon, County of Dutchess, State of New York, and being more particularly described as follows:

Beginning at a rebar set in the westerly line of Churchill Street, said point being 30.00 feet on line from the southeasterly corner of lands now or formerly of 3 Churchill Street Inc. Thence along Churchill Street South $17^{\circ}32'13''$ East a distance of 17.59 feet to a point;

Thence through of lands now or formerly of 3 Churchill Street Inc. South $49^{\circ}25'06''$ West a distance of 25.95 feet; South $50^{\circ}40'57''$ West a distance of 160.04 feet; and South $45^{\circ}54'19''$ East a distance of 9.63 feet to a point in the northwesterly line of the Fishkill Creek;

Thence along said Fishkill Creek South $41^{\circ}41'37''$ West a distance of 25.02' to a point;

Thence again through of lands now or formerly of 3 Churchill Street Inc. North $45^{\circ}54'19''$ West a distance of 38.73'; North $50^{\circ}40'57''$ East a distance of 187.81 feet; and North $49^{\circ}25'06''$ East a distance of 36.31 feet to a point in the westerly line of Churchill Street;

Thence along Churchill Street South $17^{\circ}32'13''$ East a distance of 9.58 feet to a rebar set and the Point of Beginning.

Containing 5,731 Square Feet of land.

AGREEMENT GRANTING SEWER LINE EASEMENT

WEBER PROPERTIES III, LLC

TO

THE CITY OF BEACON

Section:
Block:
Lot:
County of Dutchess

Record & Return to:

**Taylor M. Palmer, Esq.
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601**

20' UTILITY EASEMENT TO THE CITY OF BEACON

THIS AGREEMENT, made this _____ day of _____, 2015, by and between **WEBER PROJECTS III, LLC**, a New York Limited Liability Company, having offices at 12 Corey Lane, Cold Spring, Putnam County, New York 10516, as "Grantor," and the **CITY OF BEACON**, a Municipal Corporation having its principal offices at One Municipal Plaza, Beacon, Dutchess County, New York 12508, as "Grantee."

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property consisting of approximately 2.304 acres of land located in the City of Beacon, Dutchess County, New York, as more fully shown and designated as Tax Parcel I.D. #6054-37-066670, recorded in the Dutchess County Clerk's Office, Deed Book 1944 and Page 0223 (the "WP III Property"); and

WHEREAS, by resolution adopted August 12, 2014, the City of Beacon Planning Board granted Grantor Preliminary and Final Subdivision Plat Approval to re-subdivide the WP III Property into a parcel consisting of approximately 84,619 square feet, with frontage on Churchill Street ("Parcel 1"), and a land-locked, second parcel of approximately 15,726 square feet ("Parcel 2"); said parcels appearing on the subdivision map entitled "3 Churchill Street (AKA 9-11 Creek Drive)" prepared by TEC Land Surveying, dated February 25, 2014, last revised July 24, 2014, and recorded in the Dutchess County Clerk's Office as Document No. _____ (hereinafter the "Approved Plans"); and

WHEREAS, the aforesaid Approved Plans were granted on the condition that an easement be granted to the City of Beacon for the purpose of installing, constructing, using, maintaining and replacing utility lines running across the WP III Property to a parcel of real property owned by the City of Beacon, more fully shown and designated as Tax Parcel I.D. #6054-37-037625, recorded in the Dutchess County Clerk's Office at Deed Book 0328 and Page 04478 (the "City Property"); and

WHEREAS, Grantor is willing to give Grantee a utility easement over, on and under certain portions of the WP III Property, as more particularly described in the metes and bound description in Schedule "A" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"), for the above-stated purpose, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration given by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant, and convey to Grantee, its successors and assigns forever, a permanent utility easement over, on and under the portions of the WP III Property described in the attached Schedule "A" for the purpose of installing, constructing, using, inspecting, maintaining, repairing and replacing mains, pipes, lines and other conduits and appurtenances for the conveying of water and electrical utilities to the City Property (the "Utility Easement"). This Utility Easement shall include with it the right to enter and remain upon the WP III Property for the purpose of carrying out the activities authorized pursuant to this Agreement.
2. Grantor hereby acknowledges the existence of certain mains, pipes, lines or other conduits and appurtenances already installed by the City within the Easement Area to serve the City Property, and Grantor hereby disclaims and makes no claim to any title, right or interest therein.
3. Except as provided in the aforementioned Approved Plans, Grantor agrees that no structure of any kind shall be erected, constructed, maintained or reconstructed over Easement Area. Grantor shall neither cause nor allow any act or omission that would unreasonably interfere with Grantee's ability to exercise its rights pursuant to this Agreement.
4. Grantee hereby covenants and agrees that whenever it excavates or otherwise disturbs the surface of the Easement Area, it shall, at its own cost and expense and to the extent practicable, restore the Easement Area and any access areas disturbed by Grantee for ingress and egress to the Easement Area to its pre-disturbance condition upon completing whatever work necessitated the disturbance. Whenever reasonably possible (except in the case of an emergency, when no prior notice shall be required), Grantee shall notify Grantor, as the case may be, prior to the exercise by Grantee of any of the rights and privileges granted to Grantee hereunder.
5. Grantor, for itself and its heirs, successors and assigns, reserves the right to fully use and enjoy the Easement Area herein described, subject to the terms of this Agreement.
6. The rights and obligations set forth herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Any deed for the sale, purchase or exchange of any real property affected by this Agreement, shall incorporate language giving notice thereof to the prospective purchaser.
7. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any suits, claims, liabilities, losses, actions and proceedings caused by Grantee exercising the rights

and privileges granted to Grantee hereunder which Grantor may suffer and from any and all demands, damages, costs, expenses and judgments which arise therefrom.

8. This Agreement may not be altered, modified, amended, waived, extended, changed, discharged or terminated except in writing signed by the parties hereto, which consent shall not be unreasonably withheld by either party.
9. If any provision of the foregoing is deemed unenforceable by the final judgment of a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
10. This Agreement shall be promptly recorded at Grantor's sole cost and expense in the Office of the Dutchess County Clerk, Division of Land Records. Grantor shall provide Grantee with proof of such recording within thirty (30) days after recording.

TO HAVE AND TO HOLD such Utility Easement and maintenance covenants forever.

GRANTOR:

WEBER PROJECTS III, LLC

By: _____

Rodney Weber, Managing Member

GRANTEE:

CITY OF BEACON

By: _____

Timothy P. Dexter, City Administrator

STATE OF NEW YORK :

: SS

COUNTY OF :

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared **RODNEY WEBER** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

STATE OF NEW YORK :

: SS

COUNTY OF :

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared **ANTHONY RUGGIERO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

SCHEDULE "A"

Utility Easement To The City Of Beacon

All that certain piece, parcel, or tract of land situated in the City of Beacon, County of Dutchess, State of New York, and being more particularly described as follows:

Commencing at a nail set in the westerly line of Churchill Street where the same is intersected by the division line of lands now or formerly of 3 Churchill Street Inc, and lands of Metro North Commuter Railroad (Tax ID 6054-37-09671). Running thence along Churchill Street South 17°32'13" East 16.70 feet to the Point of Beginning;

Thence continuing along Churchill Street South 17°32'13" East a distance of 22.09 feet to a point, thence leaving Churchill Street South 47°19'57" West a distance of 394.66 feet to a point, North 42°40'02" West a distance of 29.93 feet to a point, thence South 35°21'37" West a distance of 195.48 feet to a point in the line of lands now or formerly of the City of Beacon (Tax ID 6054-37-037625), thence along said lands North 56°40'23" West a distance of 20.01 feet to a point;

Thence leaving said lands North 35°21'37" East a distance of 176.61 feet to a point in the southeasterly line of lands now or formerly of Metro North Commuter Railroad Company, thence along said lands South 45°38'23" East a distance of 10.13 feet to a point, thence North 41°44'24" East 17.38 feet to a point;

Thence South 42°40'02" East distance of 22.42 feet to a point, thence North 47°19'57" East a distance of 63.96 feet, thence North 42°40'02" West a distance of 5.00 feet to a point, thence North 47°19'57" East a distance of 10.00 feet to a point, thence South 42°40'02" East a distance of 5.00 feet to a point, thence North 47°19'57" East a distance of 310.09 feet to the Point of Beginning.

Containing 11,929 square feet or 0.274 acres of land.

AGREEMENT GRANTING 20' UTILITY EASEMENT TO THE CITY OF BEACON

WEBER PROPERTIES III, LLC

TO

THE CITY OF BEACON

Section:
Block:
Lot:
County of Dutchess

Record & Return to:

**Taylor M. Palmer, Esq.
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601**

City of Beacon Workshop Agenda
5/26/2015

Title:

3-11 Churchill Street Stream Easement

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Churchill Street Stream Easement	Backup Material
Churchill Street Stream Agreement	Backup Material
Churchill Street Stream Easement EAF	Backup Material



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ - 2015

**RESOLUTION AUTHORIZING ACCEPTANCE OF STREAM EASEMENT ON
REAL PROPERTY LOCATED AT 3 CHURCHILL STREET
(AKA 9-11 CREEK DRIVE)**

WHEREAS, Weber Projects III, LLC is the sole owner in fee simple of certain real property known as 3 Churchill Street (aka 9-11 Creek Drive) consisting of approximately 2.304 acres of land located in the City of Beacon, Dutchess County, New York, as more fully shown and designated as Tax Parcel I.D. #6054-37-066670, recorded in the Dutchess County Clerk's Office, Deed Book 1944 and Page 0223 (the "WP III Property"); and

WHEREAS, by resolutions adopted August 12, 2014, the City of Beacon Planning Board granted WP III Preliminary and Final Subdivision Plat Approval and Site Plan Approval in connection with WP III's plan to redevelop the WP III Property as multi-family housing; and

WHEREAS, the aforesaid approvals were granted on the condition that WP III grant certain easements to the City of Beacon for access to and use and maintenance of certain improvements associated with an underground stream running under the WP III Property and leading into Fishkill Creek; and

WHEREAS, the City will be benefitted by this easements in that it will be granted permanent access onto the WP III Property and use thereof for the purposes of accessing, operating, inspecting, maintaining, repairing and replacing the underground stream improvements situated within the proposed easement; and

WHEREAS, WP III has provided a proposed easement agreement to the City Council, which agreement has been reviewed and approved as to form by the City Attorneys; and

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

NOW THERE, BE IT RESOLVED, that after taking a "hard look" at the Short Environmental Assessment Form and all of the associated materials prepared in connection

with the Application, the City Council hereby adopts the attached Negative Declaration regarding the acceptance of the easements for the reasons stated therein; and

BE IT FURTHER RESOLVED, that the City Council hereby approves the acceptance of the above-described easements and, further, authorizes the City Administrator to execute the attached easement agreement, subject to any final revisions by the City Attorney, and to take any other action necessary to give effect to the proposed easement, including but not limited to, completion and filing of any required tax forms.

Resolution No. _____ of 2015		Date: _____ 2015		<input type="checkbox"/> Amendments <input type="checkbox"/> Not on roll call.				<input type="checkbox"/> 2/3 Required <input type="checkbox"/> 3/4 Required	
		<input type="checkbox"/> On roll call							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent		
		Ross, Peggy	x						
		Kelly, Charles P.	x						
		Wetherbee, Pamela	x						
		Muhammad, Ali T.	x						
		Kyriacou, Lee	x						
		Mansfield, George	x						
		Mayor Randy J. Casale	x						
		Motion Carried	x						

AGREEMENT GRANTING UNDERGROUND STREAM EASEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between **WEBER PROJECTS III, LLC**, a New York Limited Liability Company having offices at 12 Corey Lane, Cold Spring, Putnam County, New York 10516, as “Grantor”, and the **CITY OF BEACON**, a Municipal Corporation having its principal office at One Municipal Plaza, Beacon, Dutchess County, New York, 12508, as “Grantee.”

WITNESSETH

WHEREAS, GRANTOR is the sole owner in fee simple of certain improved real property ("the Property") consisting of approximately 2.304 acres located in the City of Beacon, Dutchess County, New York, as more fully shown and designated as Tax Parcel I.D. #6054-37-066670, recorded in the Dutchess County Clerk's Office, Deed Book 1944 and Page 0223, and more fully depicted on a certain subdivision map entitled “3 Churchill Street (AKA 9-11 Creek Drive)” prepared by TEC Land Surveying, dated February 25, 2014, last revised July 24, 2014, filed in the Dutchess County Clerk’s Office as Document No. _____ (hereinafter referred to as “Approved Plans”); and

WHEREAS, GRANTOR has secured Preliminary and Final Subdivision Plat Approval from the City of Beacon in connection with the development of a multifamily project and the subdivision of the 2.304 acre parcel into two (2) parcels, as indicated on the Approved Plans; and

WHEREAS, in connection with the project, GRANTOR will relocate and replace certain pre-existing underground stream facilities located under the Property at GRANTOR’s sole cost and expense, and

WHEREAS, GRANTEE has requested and GRANTOR is willing to provide to GRANTEE, a permanent easement (hereinafter the “Stream Easement”), as more particularly described in a metes and bound description in Schedule “A,” attached hereto and made a part hereof (hereinafter referred to as “Stream Easement Area”), running under the Property to the Fishkill Creek; and

WHEREAS, this Stream Easement will provide GRANTEE the right to enter upon the Property to access the relocated underground stream facilities for the purpose of performing work necessary for the use, operation, inspection, maintenance, repair and/or replacement of those facilities.

NOW, THEREFORE, GRANTOR, in consideration of One Dollar (\$1.00), lawful money of the United States paid by the GRANTEE, does hereby grant and release unto GRANTEE, its successors and assigns forever, a permanent easement over certain portions of the Property indicated on the Approved Plans as “Proposed Stream Easement to City of Beacon,” which Stream Easement is more particularly described in a metes and bound description in

Schedule "A" attached hereto and made a part hereof.

1. This Easement Agreement shall be executed and recorded, at GRANTOR's sole cost and expense, upon GRANTEE's written acceptance of the relocated underground stream facilities as complete. By entering this Easement Agreement, GRANTEE assumes no rights, title, interest, responsibilities or obligations with respect to the pre-existing underground stream facilities or any improvements, other than the relocated underground stream facilities, located within the Stream Easement Area now or in the future. GRANTOR shall provide GRANTEE with proof of such recording within thirty (30) days after recording.
2. The permanent Stream Easement shall provide GRANTEE right of access to the relocated underground stream facilities, including the right to enter and remain upon the Property and to lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect, without limitation any lines, pipes, retaining walls and appurtenances associated with the underground stream. This right includes the modification of any existing improvements by the present and future owners of the Property, their heirs, distributees, successors and assigns, and their respective tenants, agents, servants, employees and invitees.
3. GRANTOR shall not modify or relocate the Stream Easement without application to the City of Beacon Planning Board for amendment to the aforementioned Approved Plans.
4. The rights set forth in this Easement Agreement are conditioned on their reasonable exercise thereof for the benefit of the City. The GRANTEE shall be obligated to restore the GRANTOR's Property, to the extent reasonably practical, in any areas wherein the GRANTEE conducts work within the Stream Easement Area for any of the purposes provided herein.
5. This Stream Easement is personal to the GRANTEE and cannot be assigned or otherwise transferred by the GRANTEE to any third party.
6. GRANTEE hereby agrees to indemnify and hold GRANTOR harmless from and against any claims, liabilities, losses and damages caused in connection with GRANTEE's exercise of the rights and privileges granted to GRANTEE hereunder which GRANTOR may suffer and from any and all demands, costs, expenses, judgments, suits, actions or proceedings which may or do arise in connection therewith.
7. Except as provided in the aforementioned Approved Plans, GRANTOR agrees that no structure, of any kind shall be erected, constructed, maintained or reconstructed over the Stream Easement Area. Landscaping within the Stream Easement Area, to the extent permitted, is restricted to grass, ferns and other plantings that are readily removable and will not result in root systems that might damage or destroy pipelines associated with the Stream Easement.
8. The rights and obligations set forth herein shall be covenants running with the land and shall

be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Any deed for the sale, purchase or exchange of any real property affected by this Stream Easement, shall incorporate language giving notice thereof to the prospective purchaser.

9. The provisions, covenants and conditions of this agreement cannot be modified, deleted or supplemented except by mutual agreement in writing and signed by the parties.

10. The recitals first set forth above are binding upon the parties and part of this Agreement.

WHEREFORE, the parties have signed this Agreement as of the day and year first above written.

WEBER PROJECTS III, LLC

By: _____
Rodney Weber, Managing Member

CITY OF BEACON

By: _____
Anthony Ruggiero, City Administrator

ACKNOWLEDGMENTS

STATE OF NEW YORK :
 : ss.
COUNTY OF :

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared **RODNEY WEBER** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

STATE OF NEW YORK :
 : ss.
COUNTY OF :

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared **ANTHONY RUGGIERO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

SCHEDULE "A"

Proposed Stream Easement to the City of Beacon

All that certain piece, parcel, or tract of land situated in the City of Beacon, County of Dutchess, State of New York, and being more particularly described as follows:

Commencing at a nail set at the intersection formed by the westerly line of Churchill Street and the southeasterly corner of lands now or formerly of Metro North Commuter Railroad Company (Tax ID 6054-37-09671). Running thence along lands now or formerly Metro North Commuter Railroad Company South 54°46'37" West 15.27 feet to a nail set, thence on a curve turning to the left having an arc length of 223.16 and a radius of 1,587.78 feet to a nail set; thence on a compound curve turning to the left having an arc length of 101.69 feet, a radius of 1,860.58 feet, and on a chord of South 45°09'30" West to the Point of Beginning;

Thence South 00°32'24" East a distance of 136.04 feet to a point, thence South 43°09'14" East a distance of 86.92 feet to a point along the westerly side of the Fishkill Creek, thence along said creek South 43°50'37" West a distance of 20.03 feet to a point;

Thence leaving the Fishkill Creek North 43°09'14" West a distance of 95.77 feet to a point, thence North 00°32'24" West a distance of 122.90 feet to a point, thence on a curve turning to the right with an arc length of 28.96 feet, with a radius of 1,860.58 feet, and with a chord bearing of North 43°08'48" East to the Point of Beginning.

Containing 4,417 square feet or 0.101 acres of land.

AGREEMENT GRANTING STREAM EASEMENT

5102/15/545556v1 5/22/15

WEBER PROPERTIES III, LLC

TO
THE CITY OF BEACON

Section:
Block:
Lot:
County of Dutchess

Record & Return to:

**Taylor Palmer
CUDDY & FEDER LLP
445 Hamilton Avenue, 14th Floor
White Plains, NY 10601**

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.

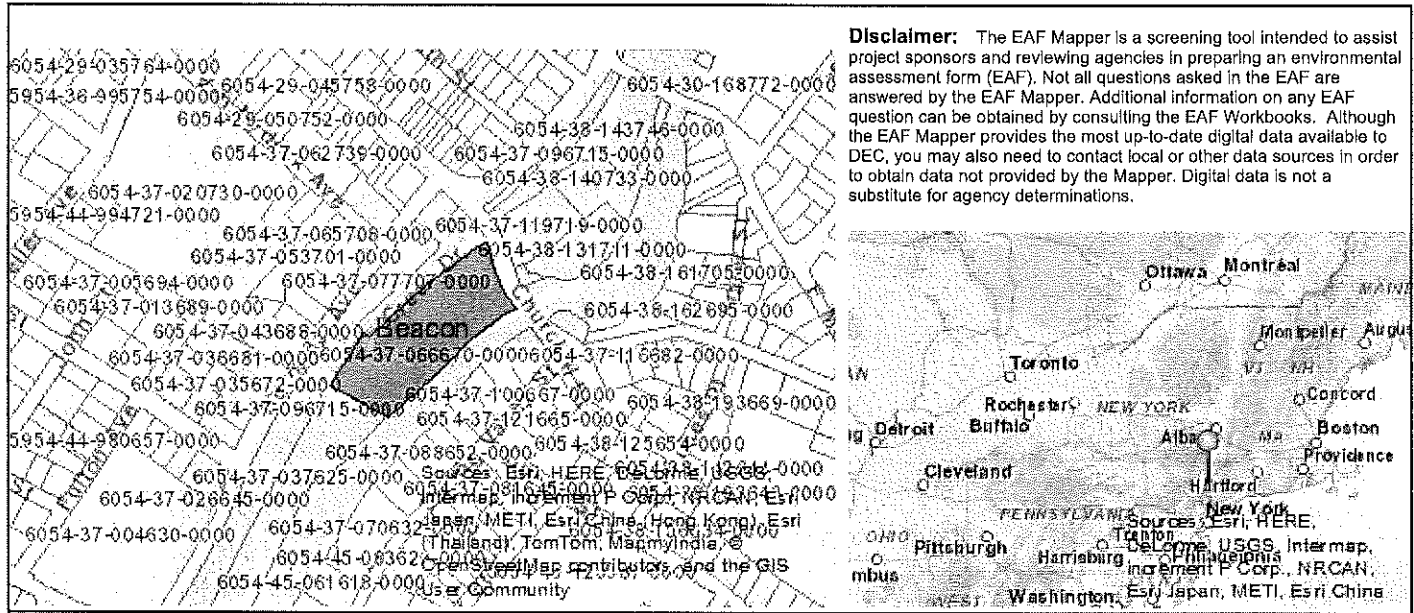
Part 1 - Project and Sponsor Information				
City of Beacon, New York				
Name of Action or Project: Acceptance of stream easement on 3 Churchill Street (aka 9-11 Creek Drive)				
Project Location (describe, and attach a location map): 3 Churchill Street (aka 9-11 Creek Drive)				
Brief Description of Proposed Action: Acceptance of an easement for access to and use, operation, inspection, maintenance, repair and/or replacement of certain underground improvements associated with an existing, unnamed underground stream running across the subject property and into Fishkill Creek.				
Name of Applicant or Sponsor: City of Beacon, New York		Telephone: (845) 838-5000		
Address: One Municipal Plaza		E-Mail: aruggiero@cityofbeacon.org		
City/PO: Beacon	State: New York	Zip Code: 10601		
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.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 2.6 acres				
b. Total acreage to be physically disturbed? _____ 0 acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 2.582 acres				
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: City of Beacon Date: _____

Signature: _____



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 Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

**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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	
Date:	

**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.

The Proposed Action is not likely to result in any significant adverse environmental impact because it is merely the City’s acceptance of a use and access easement over the subject real property for the purpose of accessing and using, inspecting, operating, repairing and replacing certain underground improvements associated with an existing, underground stream running across the property and into Fishkill Creek. Any site disturbance associated with the easement, now or in the future, will be temporary in nature and the site will be returned to its pre-disturbance condition upon completion of any action requiring site disturbance.

- 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
Anthony Ruggiero	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 Workshop Agenda
5/26/2015**

Title:

Churchill Street Parking Lot

Subject:

Background:

City of Beacon Workshop Agenda
5/26/2015

Title:

Liberty Street Sidewalk Replacement

Subject:

Background:

ATTACHMENTS:

Description	Type
Liberty Street Sidewalk Replacement Recommendation	Backup Material
Res. Liberty Street Sidewalk Replacement	Backup Material



May 20, 2015

Mr. Anthony Ruggiero
City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508

RE: Liberty Street Sidewalk Replacement
Safe Routes to School
PIN 8761.07

Dear Mr. Ruggiero:

A total of two bid proposals were submitted and opened on May 7, 2015 for the *Liberty Street Sidewalk Replacement – Safe Routes to School* project. The two proposals were carefully reviewed, all multiplication between estimated quantities and unit prices were checked, and addition of total prices were checked against the total contract amount. All proposals submitted were complete. One of the submitted proposals was noted as having a mathematical error. The proposal submitted by Con-Tech Construction Technology, Inc. had an addition error in the total amount which adjusted the total base bid down by \$20.00 which did not result in any change in the order of bidders. The following tabulation shows the lowest bidder and total contract amount. The bid is considered reasonable and valid.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED TOTAL CONTRACT AMOUNT
Sun Up Enterprises, Inc.	\$255,123.80	\$255,123.80
Con-Tech Construction Technology, Inc.	\$295,383.20	\$295,363.20

It is our recommendation to the City Council to award the *Liberty Street Sidewalk Replacement – Safe Routes to School* project to Sun Up Enterprises, Inc.

If you have any questions, or need further information, please do not hesitate to contact our office.

Sincerely,

Mia K. Nadasky, P.E.
Principal



CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. ____ OF 2015

RESOLUTION TO AWARD THE BID FOR THE LIBERTY STREET SIDEWALK
REPLACEMENT – SAFE ROUTES TO SCHOOL (SRTS) PROJECT
PIN NO. 8761.07

WHEREAS, on May 7, 2015, the Assistant to the City Administrator and representatives of Hudson Valley Engineering opened two (2) proposals for the Liberty Street Sidewalk Replacement – Safe Routes to School project; and

WHEREAS, the engineers from Hudson Valley Engineering reviewed all bids and has recommended that the City Council award the Project bid to Sun Up Enterprises, Inc., who submitted the lowest bid in the amount of \$255,123.80, and;

NOW, THEREFORE BE IT RESOLVED, that the bid for the Project work shall be awarded to Sun Up Enterprises, Inc., in the sum of \$255,123.80; and it is

FURTHER RESOLVED, that the Mayor or City Administrator of the City of Beacon is hereby authorized to execute said Agreement and any documents consistent therewith.

Resolution No. ____ of 2015			Date: _____, 2015				
<input type="checkbox"/> Amendments			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ross, Peggy					
		Kelly, Charles P.					
		Wetherbee, Pamela					
		Muhammad, Ali T.					
		Kyriacou, Lee					
		Mansfield, George					
		Mayor Randy J. Casale					
		Motion Carried					

**City of Beacon Workshop Agenda
5/26/2015**

Title:

Executive Session - Personnel

Subject:

Background:

ATTACHMENTS:

Description	Type
Confidential Opinion of Counsel Memo	Backup Material