



CITY OF BEACON

One Municipal Plaza

Beacon, New York 12508

Mayor Randy Casale

Councilman Lee Kyriacou, At Large

Councilman George Mansfield, At Large

Councilwoman Peggy Ross, Ward 1

Councilman Omar Harper, Ward 2

Councilwoman Pam Wetherbee, Ward 3

Councilman Ali Muhammad, Ward 4

City Administrator Anthony Ruggiero

August 7, 2017
7:00 PM
City Council Agenda

Call to Order

Pledge of Allegiance

Roll Call:

Public Comment:

Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight. Please sign in at the podium. This segment will last no longer than thirty minutes, with speakers recognized in the order they appear on the sign-in sheet. A second public comment opportunity will be provided later in the meeting for those who do not get to speak during this first segment.

Community Segment:

- Spirit of Beacon Day - Gwenno James

Reports:

- Council Member Ali Muhammad
- Council Member Omar Harper
- Council Member Lee Kyriacou
- Council Member George Mansfield
- Council Member Pam Wetherbee
- Council Member Peggy Ross
- City Administrator, Anthony Ruggiero
- County Legislators
- Mayor Randy Casale

Local Laws and Resolutions:

1. Resolution to Appoint a Police Officer to the City of Beacon Police Department
2. Resolution Authorizing an Agreement with Roots a Place to Eat, LLC for a Food Truck on Red Flynn Drive
3. Resolution Authorizing an Agreement with Beacon Arts for the Bus Shelter Project
4. Resolution Authorizing an Agreement with Leggette, Brashears & Graham, Inc. for Sand and Gravel Aquifer Exploration on Pump House Road

5. Resolution Authorizing an Agreement with Leggette, Brashears & Graham, Inc. for a Water System Evaluation Study
6. Resolution Authorizing an Agreement with New York Leak Detection, Inc. for Water Leak Detection Services
7. Resolution Authorizing an Pedestrian Access Agreement Regarding "the View" Project on Beekman Street
8. Resolution Authorizing a Passive Use Easement Related to "the View" Project
9. Resolution Authorizing Modjeski and Masters to Proceed to Task 4 Pertaining to the Design and Construction of the South Avenue Bridge
10. Resolution Declaring Lead Agency - 475 Main Street Project

Approval of Minutes:

- July 3 Minutes

Budget Amendments:

1. Budget Amendments 080717

2nd Opportunity for Public Comments:

Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight. This segment will last no longer than thirty minutes. Those who spoke at the first public comment segment are not permitted to speak again.

Adjournment:

City of Beacon Council Agenda
8/7/2017

Title:

Spirit of Beacon Day - Gwenno James

Subject:

Background:

City of Beacon Council Agenda
8/7/2017

Title:

Resolution to Appoint a Police Officer to the City of Beacon Police Department

Subject:

Background:

ATTACHMENTS:

Description

Res. B. Blauvelt

Type

Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**APPOINTMENT OF BRENT BLAUVELT
AS POLICE OFFICER**

APPROVE appointment of Brent Blauvelt as a Police Officer of the City of Beacon Police Department effective August 21, 2017.

Resolution No. _____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
Motion Carried							

City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing an Agreement with Roots a Place to Eat, LLC for a Food Truck on Red Flynn Drive

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Roots	Resolution
Roots agreement	Agreement
Riverfront Park Map	Map



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**APPROVING A LICENSE AGREEMENT WITH ROOTS A PLACE TO EAT, LLC FOR
THE OPERATION OF A FOOD TRUCK ON RED FLYNN DRIVE**

WHEREAS, Roots a Place to Eat, LLC (“Applicant”) has submitted a request for a temporary permit to allow for the operation of a mobile food vendor truck in the area of Red Flynn Drive (at the entrance to the Pete and Toshi Seeger Park); and

WHEREAS, the City Administrator and staff have determined that Applicant’s proposed mobile food vendor license would be in the best interest of the City; and

NOW, THEREFORE, BE IT RESOLVED BY the Council of the City of Beacon that a temporary license be issued to Applicant in accordance with the conditions set forth in the license agreement.

Resolution No. _____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
		Motion Carried					

Raw for Health Food Truck License Agreement

This Agreement made as of the ____ day of August, 2017, by and between the City of Beacon (the “City”), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 (“City”), and Roots a Place to Eat, LLC (“ROOTS”) a New Jersey corporation with offices at 408G Paulding Ave Northvale, NJ 07647.

WHEREAS, this Agreement sets forth the rights and obligations of the parties in connection with the operation of the ROOTS Food Truck.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. Grant of License. The City hereby grants ROOTS a license (“License”) to operate the ROOTS Food Truck within the City of Beacon at the location and times specified below.

2. Term of License. The term (“Term”) of this Agreement shall be from August 4, 2017 to October 1, 2017.

3. Location of Food Truck. ROOTS shall operate the Food Truck at the River Front Park on Red Flynn Drive on Sundays only from 9:00 am to 4:00 pm only, including set up, break down, and clean up. By 4 p.m. all Food Truck materials and garbage must be removed from the site.

4. Right to sell. All Food Truck sales are to occur only within the area designated by the City. The sale and distribution of alcoholic beverages is prohibited, unless otherwise agreed upon in writing.

5. Conduct. All employees will at all times conduct business in a courteous and hospitable manner during operation of the Food Truck.

6. Garbage: ROOTS shall provide their own means of trash removal and shall not use any City receptacles for disposal of garbage or recyclables generated from their operation.

7. Electrical Service: ROOTS agrees to purchase electrical service, if necessary from the City. There will be no generators or other such mechanical devices allowed unless approved by the City and designated in writing as part of this agreement.

8. Security. ROOTS is responsible for the safety and security of their own property and equipment at all times. The City shall not be held responsible for loss, theft, or damage to any property.

9. Cancellations. The City reserves the right to suspend this Agreement on any given Sunday when hurricane or other severe weather event renders the Licensed Area unsafe or unsuitable for use by the ROOTS Food Truck and the City cannot make the Licensed Area safe or suitable in

time for use on the scheduled Sunday or the City needs the licensed area for a public purpose. The City shall incur no liability to ROOTS, its agents, vendors, invitees or employees, by exercising its right pursuant to this paragraph.

10. License Fee. There shall be a fee of \$45.00 per Sunday that the Food Truck is operated.

11. Insurance. Prior to the commencement of this Agreement, ROOTS shall obtain and maintain for the duration of this Agreement, the following insurance on its own behalf, and shall furnish to the City of Beacon Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

- (a) General Liability Insurance, with limits of no less than \$1,000,000 Dollars each occurrence and \$2,000,000.00 Dollars annual aggregate.
- (b) Worker's Compensation and Employers Liability, covering operations in New York State policy limits must equal New York State requirements.
- (c) Comprehensive Automobile Police, with limits no less than \$1,000,000 for bodily injury and injury and property damage liability.

ROOTS shall provide the City Clerk with copies of all certificates of insurance, which shall name the City as additional insured.

12. Modifications and Notices. Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by first-class mail or personal delivery and addressed to the City at City Hall at 1 Municipal Plaza, Beacon, New York 12508, and to ROOTS at the address set forth above. Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

13. Emergency Contacts. The emergency contacts for ROOTS are: **{TO BE ADDED}**.

14. Agreement Non-assignable. The License granted hereunder and this Agreement, and the obligations and privileges conferred on ROOTS in this Agreement are not assignable without the City's prior written consent.

15. Authorities. ROOTS will secure all necessary permits, licenses and certificates from the appropriate regulatory agencies, including the City and the Dutchess County Department of Health, if any are required, and shall maintain compliance with all local, federal and state laws ("Government Approvals"). ROOTS must obtain a license from the County Health Department before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement. ROOTS will furnish all necessary documentation to the City, upon request, demonstrating compliance by it or its vendors with Government Approvals. ROOTS will keep accurate records of its enforcement of the Rules and Regulations, and acknowledges the right of the City to review its records for purposes of assuring continued compliance with Government Approvals, the Rules and Regulations, and the terms of this

Agreement. All such records shall be made available for review by the City upon the City's request upon reasonable notice.

16. Relocation. The City shall have the right to relocate the Food Truck upon thirty (30) days written notice to ROOTS.

17. Breach of Agreement. In the event that ROOTS fails to pay any fees due the City under this Agreement or otherwise breaches any of the terms of this Agreement, or if the Licensed Area is needed for a public purpose, then and in said event, and upon five (5) business days written notice to ROOTS, the City may terminate this Agreement. The parties acknowledge that this Agreement is not a lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

18. Indemnity. ROOTS hereby agrees to defend, indemnify and hold the City of Beacon and its employees, officers and agents (the "City") harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney's fees, arising out of or in connection with the performance of this Agreement. Said indemnification and defense of the City shall apply to any claim, liability, suit, proceeding and action in which the City may be named as a party, notwithstanding that ROOTS may deem said claim, liability, suit, proceeding or action frivolous or without merit. By affixing their signature to this Agreement, the undersigned hereby represents that he or she is designated agent of Indemnitor, authorized to enter into and bind Indemnitor to this agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Roots A Place to Eat, LLC.

CITY OF BEACON

By: _____

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her 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)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, and the person upon behalf of which the individual acted, executed the instrument.

Notary Public

City of Beacon Riverfront Park



City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing an Agreement with Beacon Arts for the Bus Shelter Project

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Bus Shelter Improvements	Resolution
Bus Shelter License Agreement	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH BEACON
ARTS FOR THE BUS SHELTER PROJECT**

WHEREAS, Beacon Arts proposes to decorate bus shelters within the City of Beacon; and

WHEREAS, the following bus shelters may be decorated:

- 9D and Main at the Visitor's Center;
- Main and Cliff;
- Veterans Place;
- 9D and Hudson;
- 9D at Forrestal Heights; and
-

WHEREAS, a banner will be installed for four weeks to promote the project that will depict the City logo.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the execution of a License Agreement with Beacon Arts to decorate the above referenced bus shelters.

BE IT FURTHER RESOLVED, that the City Council waives all banner fees associated with the banner application.

BE IT FURTHER RESOLVED, that the License Agreement with Beacon Arts shall be subject to review and approval by the City Administrator and the City Attorney as to form and substance.

Resolution No. _____ of 2017		Date: <u>August 7, 2017</u>					
<input type="checkbox"/> Amendments		<input type="checkbox"/> 2/3 Required					
<input type="checkbox"/> Not on roll call.		<input type="checkbox"/> On roll call					
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

LICENSE AGREEMENT

This License Agreement (the “Agreement”), dated _____, 2017, is made by and between Beacon Arts Community Association, Inc. (“Beacon Arts”), a 501(c)(3) non-profit organization, with a principal place of business located at 380 Main Street, Suite 1A, Beacon, NY 12508 and the City of Beacon, having offices at 1 Municipal Plaza Beacon, NY (the “City”)(the “Parties”).

WHEREAS, this Agreement sets forth the rights and obligations of the Parties in connection with Beacon Art’s installation of artwork at bus shelters within the City of Beacon.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows.

1. Installation. Beacon Arts will make all arrangements and provide all necessary equipment and supplies pertaining to the installation of artwork at City bus shelters.
2. Maintenance and Repair. Beacon Arts is solely responsible for any and all maintenance and repair to the artwork. Beacon Arts shall make periodic on-site inspections of each bus stop to ensure that the artwork remains in good condition, free of vandalism, abrasions, accretion, and substantial discoloration. With advance written notice, Beacon Arts may uninstall or make alterations to the artwork at any bus shelter. The City may at any time request that Beacon Arts repair or remove the artwork for any reason in its sole discretion.
3. Display. The artwork may be displayed at the following bus shelters:
 - 9D and Main at the Visitor's Center
 - Main and Cliff
 - Veterans Place
 - 9D and Hudson
 - 9D at Forrestal Heights
4. Banner Display. Beacon Arts may display a banner for 4-weeks. The banner shall contain the City’s logo.
5. Termination. Beacon Arts, understands and acknowledges that the City reserves the right to terminate this Agreement for convenience and without cause by making a written request to Beacon Arts for removal of any artwork, with 10-days advance written notice. Upon termination of this Agreement, all artwork shall be completely removed. Beacon Arts shall be responsible for any damage to the bus that results from the removal of said artwork.
6. Indemnification and Hold Harmless Agreement

Beacon Arts agrees to indemnify, defend and hold harmless the City and its officers, appointed or elected officials, employees, volunteers, successors, and assigns from and against any and all liability claims, suits, demands, damages, judgments, costs, interest and expenses to which it may be subject, or which it may suffer, by reason of any claim or cause of action arising out of or resulting from the operation of the Bus Shelter Project, any act or failure to act by Beacon Arts, or any of their agents, contractors, employees, licenses, or invitees which arise in connection with (a) Beacon Art's services, including any site preparation and the installation and maintenance of the artwork; (b) any act or omission of Beacon Arts or any of their agents, contractors, employees, licensees, or invitees, including claims for intellectual property and/or copyright infringement by a third party; or (c) Beacon Arts failure to comply with applicable laws or violation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of the date first written above.

Beacon Arts

City of Beacon

By: _____

By: _____

Title: _____

Title: _____

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing an Agreement with Leggette, Brashears & Graham, Inc. for Sand and Gravel Aquifer Exploration on Pump House Road

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. LBG Sand and Gravel	Resolution
LBG Sand and Gravel	Cover Memo/Letter

CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. ____ OF 2017

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
WITH LBG FOR GROUNDWATER EXPLORATION PROGRAM**

WHEREAS, in 2016 the City of Beacon entered into a contract with Leggette, Brashears & Graham, Inc. ("LBG") for the drilling of bedrock test wells on the existing Water Treatment Plant Property; and

WHEREAS, on August 1, 2017 LBG submitted new proposal for the completion of a sand and gravel aquifer groundwater exploration program to develop additional groundwater sources for the City of Beacon, as more particularly described in their proposal; and

WHEREAS, exploration of the sand and gravel aquifer underlying the Pump House Road parcel is proposed to assess the yield potential of the aquifer; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the execution of the Quick Start Contract by and between the City of Beacon and LBG for sand and gravel aquifer exploration on the Pump House Road Parcel.

BE IT FURTHER RESOLVED, that the Quick Start Contract shall be subject to review and approval by the City Administrator and the City Attorney as to form and substance.

Resolution No. ____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

LEGGETTE, BRASHEARS & GRAHAM, INC.

PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

4 RESEARCH DRIVE, SUITE 204
SHELTON, CT 06484
(203) 929-8555
FAX (203) 926-9140
www.lbgweb.com

August 1, 2017

Mr. Edward Balicki
Chief Operator, City of Beacon
1 Municipal Plaza, Suite 1
Beacon, NY 12508

Via Electronic Transmission

RE: Sand and Gravel Aquifer
Groundwater Exploration Program
Beacon, New York

Dear Mr. Balicki:

Leggette, Brashears & Graham, Inc. (LBG) is pleased to provide you this work scope and cost estimate for the completion of a sand and gravel aquifer groundwater exploration program to develop additional groundwater sources for the City of Beacon, New York. Groundwater exploration of the sand and gravel aquifer underlying the Pump House Road parcel is proposed to assess the yield potential of the aquifer. Small diameter test borings using the drive and wash drilling method will be completed to assess the depth of the formation, the saturated thickness, and the coarseness and stratigraphy of the aquifer material. If suitable sand and gravel is encountered, small diameter test wells will be installed in the borings and short-term yield tests conducted to estimate aquifer parameters and the potential yield of a full-scale sand and gravel production well. In addition to the groundwater exploration, LBG will evaluate the existing water distribution pipe system from the existing bedrock Wells 1 and 2 to determine whether pipe size restriction (or friction loss) may be the cause of the reduction in yield which occurs when Wells 1 and 2 are pumped concurrently. This pipe size restriction evaluation can be completed at no additional cost to the City of Beacon.

LBG will begin by selecting test boring drilling locations based on New York State Department of Health (NYSDOH) well siting requirements and the presence of potential wetland and flood plain features on the site. For this proposal it is assumed that existing site maps will be sufficient to determine appropriate test well site locations and that clearing of access roads for the drill rig can be completed by the City of Beacon if needed.

The results of the sand and gravel groundwater exploration will be used to determine whether the property is suitable for sand and gravel production well development and provide the necessary information to assess the cost for construction, testing, and permitting of a full-sized sand and gravel production well. If the sand and gravel aquifer is not considered suitable, drilling additional bedrock wells is a favorable alternative. The cost for drilling and testing new bedrock wells on the Pump House Road property would be similar to those presented in LBG's June 10, 2016 proposal "Bedrock Well Drilling on Existing Water Treatment Plant Property".

LBG Tasks

Assist in preparation of bid documents for selection of Well Drilling Contractor if needed; coordination of drilling activities with Well Drilling Contractor and City of Beacon, conduct site visit to stake test boring locations and determine access requirements.....\$1,500

Conduct oversight of drilling of 4 to 6 test borings and installation of up to 6 small-diameter test wells, oversight of short-term yield tests at two well locations (assumes 6 to 8 field days)..... \$4,000-\$5,500

Process data collected during drilling program, includes conducting sieve analyses on formation samples collected, processing water-level data from short-term yield tests, calculation of aquifer parameters and potential yield, and theoretical design of a full-sized sand and gravel production well..... \$2,000-\$2,500

LBG Total \$7,500-\$9,500

Subcontractor Tasks

Well Drilling Contractor:

Completion of 4 to 6 test borings to depth of 80 feet to 100 feet; installation of up to 6 small-diameter test wells; conduct short-term yield tests on two wells..... \$31,000-\$52,000^{1/}

Subcontractor Total..... \$31,000-\$52,000


^{1/} Prevailing wages have been used in generate estimate.....

Total Cost Estimate..... \$38,500-\$61,500

LBG can begin work immediately upon receipt of the signed Quick Start Contract.
Should you have any questions, please do not hesitate to contact me directly at (475) 882-1723.

Very truly yours,

LEGGETTE, BRASHEARS & GRAHAM, INC.



Stacy Stieber, CPG
Associate/Hydrogeologist

Affirmed by:



Thomas P. Cusack, CPG
Senior Vice President

SS:cmm

Enclosures

H:\PROPOSAL\2017\ (C) Beacon City-Sand, Gravel Aquifer.doc

ATTACHMENTS

The Stephen B. Church Company
49 Great Hill Road
Oxford, CT
Since 1886

May 24, 2016

E mail to Leggette, Brashears, and Graham
Attention: Stacy Stieber
Shelton, CT
Phone 203-929-8555
E-mail SStieber@lbgct.com

From Jim Duncan
The Stephen B Church Co
Oxford, CT
Phone 203-888-2132
E-mail stephenbch@aol.com

Re: Test Well Drilling – Beacon, NY

Dear Stacy –

With this e mail, we wish to provide you with our proposal for test well drilling in Beacon, New York.

We understand that you would like four test wells drilled to depths estimated at 80 to 100 feet, with up to two adjacent sister wells. We also understand that you would like one or two pump tests of six hours duration after the completion of the drilling.

We propose to do this work on a time and materials basis with a drive and wash rig. We normally use a three man crew for this work. The drilling sites need to be level, clear, and accessible to truck mounted equipment. We also need a source of water within 200 feet of the drilling locations for our use during the field operation.

Unit prices and estimated quantities are as follows:

Mobilization	1	lump sum at	600.00	each
Rig and crew	6 to 10	days at	3650.00	per day
Extra heavy pipe	300 to 540	feet at	26.00	per foot
5 foot screens	4 to 12	each at	150.00	each
Drive shoes	4 to 6	each at	40.00	each

The estimated cost for the field work is \$31,000 to \$52,200. Prices quoted do not include the use of a water truck. A water truck can be provided for an additional \$250 per day.

We would ask for a site plan with the well sites marked. We would also ask the owner to secure proper underground utility clearance before starting this work.

We assume that we would be required to pay prevailing wages. Prices quoted include our standard insurance coverage.

Thank you for asking us to quote on this project. If you have any questions, please feel free to call.

Very truly yours,

Jim Duncan

QUICK START CONTRACT

This agreement for the performance of services is entered into this 1st day of August, 2017, by and between Leggette, Brashears & Graham, Inc. (LBG) and City of Beacon (Client). Subject to the contract terms printed on the reverse side of this form, LBG's standard fee schedule and the annexed proposal or scope of work. In the event of a conflict between the standard contract terms or fee schedule and any attached proposal or scope of work, terms of the proposal or scope shall govern.

CLIENT

Name: Mr. Edward Balicki
Company: City of Beacon
Address: 1 Municipal Plaza, Suite 1
City/State/Zip: Beacon, NY 12508

CLIENT CONTACTS

Reporting: Mr. Edward Balicki
Site Conditions: Mr. Edward Balicki

BILLING INFORMATION

Name: Mr. Edward Balicki
Company: City of Beacon
Address: 1 Municipal Plaza, Suite 1
City/State/Zip: Beacon, NY 12508

Project Location: **Street:** _____ **City:** Beacon **State:** NY
Proposal/Scope Date and Reference No.: August 1, 2017 **#Pages Attached:** 3

Brief Statement of Services: Sand and gravel aquifer exploration on Pump House Road parcel.

Anticipated Start Date: August 1, 2017 **Anticipated Completion Date:** To be determined
Preliminary Cost Estimate: \$7,500-\$9,500 (LBG Costs Only); \$31,000-\$52,000 (Driller Costs)

LBG Office Location: Shelton, CT **Project Representative:** Stacy Stieber
Principal-in-Charge: Thomas P. Cusack
Retainer: Waived


Client hereby engages LBG to perform the services described and referred to herein and agrees to pay LBG for such services, and acknowledges that the terms of this agreement are subject to LBG's standard contract terms and all attached and referenced material and documents. Unless otherwise provided in the attached proposal or scope: (1) inclusion of anticipated "start" and "completion" dates shall not be construed to impose a "time is of the essence" requirement; and (2) any preliminary cost estimate shall not be construed as a "flat-fee" or "not-to-exceed" amount. In consideration of the foregoing, LBG agrees to perform the services described and referenced herein.

CITY OF BEACON

LEGGETTE, BRASHEARS & GRAHAM, INC.

CLIENT

By: (signature) _____
(printed) _____
Title: _____
Date: _____
Witness: _____

By: (signature) 
(printed) Thomas P. Cusack
Title: Senior Vice President
Date: August 1, 2017
Witness: Nathalie Vorio

GENERAL TERMS AND CONDITIONS

FEE PAYMENT

- 1) LBG will submit invoices to Client monthly following any month of significant activity, and a final invoice upon completion of services. Invoices will show charges based on current LBG Fee Schedules or other agreed-upon basis, and will include a detailed separation of charges and supporting information.
- 2) Payment is due upon receipt of invoice. On accounts past due by forty-five (45) days, Client will pay a finance charge of 1.25 percent per month dating from the invoice date.
- 3) In the event Client requires expert-witness testimony, Client will pay LBG all past due balances before LBG will proceed to prepare for or offer testimony.
- 4) Client will pay the balance stated on the invoice unless Client notifies LBG of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will remit the balance of undisputed items in a timely manner while a disputed item is being reviewed.
- 5) In the event Client fails to pay LBG within forty-five (45) days following invoice date, LBG may consider the default a breach of the consulting agreement and all duties of LBG may be suspended or terminated, and work product may be withheld, without liability of any kind to LBG.

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 1) All reports, field data and notes, laboratory test data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of LBG. Client agrees that all reports and other work LBG furnished to Client or Client's agents which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.
- 2) Documents provided to LBG by Client will be returned to Client, upon request, at the completion of work at Client's cost.
- 3) Reuse of reports or other materials by Client or others on extensions or modifications of the project or on other sites, without written permission from LBG or adaptation by LBG for the specific purpose intended, shall be at the user's sole risk, without liability on the part of LBG, and Client agrees to indemnify and hold LBG harmless from all claims, damages and expenses, including attorney's fees.
- 4) LBG shall maintain Client's project data and reports in strictest confidence, and will release such information to others only upon express written permission from Client.

DISPUTES

- 1) Client will pay all reasonable collection expenses or litigation fees, including attorney fees, that LBG incurs in collecting any delinquent amount Client owes.
- 2) If the Client institutes a suit against LBG which is dismissed or for which judgement is rendered for LBG, Client will pay LBG for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE AND INDEMNIFICATION

- 1) LBG will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which LBG considers adequate. Certificates of insurance will be provided to Client upon request. Within the terms and conditions of the insurance, LBG agrees to indemnify Client against loss caused by actions of LBG, its employees or its subcontractors. LBG will not be responsible for liability beyond the limits and conditions of the insurance. At Client's request, LBG will seek additional insurance coverages or coverage limits for specific projects, and will bill Client for the additional premium cost. LBG will require that its field subcontractors are insured to the same levels required of LBG by Client.
- 2) LBG's professional liability will be limited to the value of the consulting services performed.
- 3) LBG will not be responsible for any loss or liability from negligence by Client or by other agents, contractors or consultants employed by Client or from negligence by any person for whose conduct we are not legally responsible.

TEST BORINGS AND OTHER EXPLORATIONS

- 1) To drill test borings or perform other explorations, LBG may engage a contractor experienced in this work. The Contractor's invoices plus a fifteen (15) percent service charge will be added to LBG's invoice. On occasion, LBG engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a fifteen (15) percent service charge will be included in our invoice. Such specialists will be wholly responsible for their work product.

- 2) Alternatively, at Client's request, LBG will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. In that event, invoices for these outside services will be mailed to Client for direct payment to the contractor(s). LBG review and approval of each invoice will be provided on request. Under either alternative, LBG does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

GEOPHYSICAL AND GEOCHEMICAL INSTRUMENTATION SERVICES

LBG is equipped to provide specialized geophysical and geochemical instrumentation services according to project needs. Fees for these equipment services will be based on use charges at standard rates published by LBG plus fees for consulting services.

CUSTODY OF MATERIALS

- 1) In the course of work, LBG may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, LBG reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.
- 2) At no time, under any circumstances, will LBG personnel represent LBG or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and LBG personnel will not sign hazardous waste manifests on behalf of Client.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for LBG to conduct the work. LBG will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in the fee the cost for restoration of damage that may result from site operations. If LBG is required to restore the land to its former condition, this will be arranged and the cost plus fifteen (15) percent will be added to our fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. LBG shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

- 1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, LBG reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. LBG will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.
- 2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for LBG to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate LBG for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of our personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against LBG and, to the full extent permitted by law, agrees to indemnify, defend and hold LBG harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

STANDARD OF CARE

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, LBG will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. LBG makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.

LEGGETTE, BRASHEARS & GRAHAM, INC.

PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

4 RESEARCH DRIVE, SUITE 204
SHELTON, CT 06484
(203) 929-8555
FAX (203) 926-9140
www.lbgweb.com

2017 FEE SCHEDULE FOR CONSULTING SERVICES

Senior Vice President	\$235/hour
Vice President/Principal	\$235/hour
Associate Vice President	\$225/hour
Senior Consultant	\$235/hour
Senior Associate	\$185/hour
Associate	\$132 to \$162/hour
Senior Environmental Engineer	\$154/hour
Senior Hydrogeologist/Environmental Scientists	\$95 to \$112/hour
Environmental Engineer II	\$94/hour
Hydrogeologist II/Environmental Scientist II	\$85/hour
Environmental Engineer I	\$85/hour
Hydrogeologist I/Environmental Scientist I	\$77/hour
Senior Technician	\$76/hour
Technician	\$70/hour
CAD Operator/Draftsperson	\$95/hour
Clerical	\$75/hour

We require reimbursement for actual expenses incurred, including computer time. The use of personal cars in the field would be billed at the IRS approved rate per mile. An administrative charge of 5-percent is affixed to actual expenses and 15-percent for subcontractors. A 2-percent charge on services will be included to cover telephone, facsimile and in-house printing costs.

Invoices are payable upon receipt; accounts unpaid more than 45 days after the billing date are subject to 1.25-percent interest per month (15-percent annual rate) from the invoice date.

Fees for pretrial conferences and expert-witness testimony are as quoted above, with no premium fees.

LEGGETTE, BRASHEARS & GRAHAM, INC.
2017 FEE SCHEDULE FOR EQUIPMENT USE

<u>ITEM</u>		<u>DAILY RATE*</u>
INSTRUMENTATION		
Turbidity meter	\$	35
Conductivity meter	\$	20
pH meter	\$	20
Conductivity/pH meter	\$	40
Dissolved oxygen meter	\$	50
Flow-Through Cell	\$	150
Photoionization detector	\$	100
Flame ionization detector	\$	120
Combustible gas (LEL)/oxygen meter	\$	60
Gas detector tube system	\$	16
Oil/water interface tape	\$	65
Electric water-level indicator	\$	35
Multi-Channel Data logger	\$	75
Transducers	\$	30 each
In-Well Data logger/Tranducer	\$	90
Barotroll	\$	90
Surveying Equipment	\$	110
Air velocity meter	\$	80
Magnehelic gauges	\$	20
GPS Receiver (Bad Elf)	\$	50
GPS Receiver (Trimble)	\$	200
Trimble Transducer Connection	\$	50
Trimble GPS/Transducer Connection	\$	200
Timble External Antenna	\$	75
Laptop Computer Transducer Connection	\$	50
Dust Monitor	\$	140
XRF Analyzer	\$	500
PID/LEL/02 meter	\$	100
SAMPLING EQUIPMENT		
Two-inch air or electric submersible pumps	\$	115
Four-inch submersible pump	\$	75
Powered suction pump	\$	50
Peristaltic pump	\$	30
Hand-operated suction pump	\$	15
Teflon or stainless-steel bailers	\$	10 each
Manually operated soil/sediment sampling equipment (hand augers, sludge samplers)	\$	25
Soil vapor sampling equipment (probes, slide hammer) (consumable items additional)	\$	30
GEOPHYSICAL EQUIPMENT		
Electromagnetic terrain conductivity (EM-31) instrument and recorder	\$	100
Very low frequency electromagnetic receiver	\$	100
Signal-enhancement single channel seismograph	\$	50
Downhole video logger	\$	500
Borehole geophysical logger	\$	400
Magnetic cable indicator	\$	45
Metal detector	\$	20
MISCELLANEOUS		
Digital Camera	\$	15
Generator	\$	75
Rotary hammer drill	\$	75
Sediment gradation or hydrometer equipment	\$	10/sample
Van or truck for transport of equipment	\$	25/day + 0.65/mile
Jon Boat	\$	75/day
Laptop Computer Use In Field	\$	35/day

- Consumable materials (disposable bailers, filters, tubing, etc.) at cost.

Other specialty equipment by quote.

WEEKLY RATE IS THREE TIMES DAILY RATE, MONTHLY RATE IS THREE TIMES WEEKLY RATE.

City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing an Agreement with Leggette, Brashears & Graham, Inc. for a Water System Evaluation Study

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Water Evaluation	Resolution
LBG Water	Backup Material

CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. ____ OF 2017

**RESOLUTION TO AUTHORIZE AN AGREEMENT
WITH LBG FOR A COMPLETE EVALUATION OF
THE CITY OF BEACON WATER-SYSTEM**

WHEREAS, on July 28, 2017 Leggette, Brashears & Graham, Inc. (“LBG”) submitted a proposal to complete a water-system evaluation for the City of Beacon to assess the system’s existing capacity in light of the City’s present and future water needs; and

WHEREAS, LBG also included in their proposal an estimate to verify aspects of the safe yield analysis conducted in 2014 for the City of Beacon and investigate options to develop other water sources; and

WHEREAS, the City of Beacon seeks to enter into an agreement with LBG to perform a complete water-system evaluation, verify aspects of the safe yield analysis and evaluate options to develop additional supply from other water sources, as more particularly described in their proposal.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the execution of an agreement with LBG for a complete water-system evaluation, safe yield verification and bathymetric survey and an investigation into other water sources.

BE IT FURTHER RESOLVED, that the Agreement with LBG shall be subject to review and approval by the City Administrator and the City Attorney as to form and substance.

Resolution No. ____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

LEGGETTE, BRASHEARS & GRAHAM, INC.

PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

4 RESEARCH DRIVE, SUITE 204
SHELTON, CT 06484
(203) 929-8555
FAX (203) 926-9140
www.lbgweb.com

July 28, 2017

Mr. Anthony J. Ruggiero, M.P.A.
City Administrator, City of Beacon
City Hall
1 Municipal Plaza
Beacon, NY 12508

Via Electronic Transmission

RE: **PROPOSAL**
Water-System Evaluation
City of Beacon, New York

Dear Mr. Ruggiero:

Leggette, Brashears & Graham, Inc. (LBG) is pleased to provide the City of Beacon, in Dutchess, New York, with this proposal to complete a water-system evaluation to assess the system's existing capacity and potential future needs. Our proposal includes a summary of the proposed scope-of-work (SOW) for the analysis and the estimated cost to complete the proposed SOW. In addition, at the end of this document, costs have also been provided for conducting work to verify aspects of the safe yield analysis conducted in 2014 for the City of Beacon and investigate options to develop other water resources.

WATER-SYSTEM EVALUATION

LBG understands that the City of Beacon (the City) is seeking to conduct an evaluation of the existing water system. The evaluation will include a review of the capacity of the existing sources (groundwater and surface water) and a review of the current and historical water withdrawal and consumption information. The water withdrawal and consumption information will be used to calculate current and future water use based on current and future population data, commercial usage and industrial usage. Other aspects of the evaluation will include a review of available "finished" water storage capacity and a comparison of this value to future water needs, a review of existing water treatment methods and capacity and a comparison of this capacity value to future water needs. Based on the assessment of these water system

components, LBG will provide an analysis and recommendations regarding the timeframe for potential upgrades in the water system, including adding new sources, upgrading storage capacity and increasing treatment capacity in the future.

For this SOW, LBG has assumed that the City will provide the necessary information to conduct the above described assessment, including a safe yield analysis of the City's existing groundwater and surface water sources; Water Systems Operation Reports, customer billing/consumption data, and the New York State Department of Environmental Conservation (NYSDEC) annual Water Withdrawal Reporting Forms (WWRFs) for the past several years; available information regarding current and future population projections for the City; the capacity of the existing "finished" water storage facilities; the capacity of the existing water treatment facilities; and distribution system maps that display the location of the reservoirs, groundwater sources, the distribution system piping and the atmospheric storage tanks. It is understood that the City has completed a Comprehensive Plan (dated 2017) that will be incorporated into the evaluation. Based on a cursory review, it appears that the Comprehensive Plan provides historical population data and estimates the future population for only the year 2021. Our evaluation will include population estimates for the 10-year (2027) and 20-year (2037) planning periods. Additional information that will need to be provided by the City includes identification of vacant and undeveloped lots that are available for future development and their zoning designations, preferably in GIS format.

The proposed SOW is designed to utilize existing data for the City of Beacon's water system and future population estimates and development projections to assess its ability to meet future growth and determine when storage, new source and treatment upgrades may be required. Using the water operation reports, consumption information and WWRFs provided by the City, LBG will calculate the current and historical water demands for the water system. The water consumption records should include separate data for residential, commercial, industrial, municipal and institutional water users (non-residential water users). Using this information, a per capita water usage value will be calculated for the residential population along with a usage value for the non-residential water users. The data will be utilized to determine if the existing water source (groundwater and surface water) can meet future increases in demand. Similarly, this calculated increase in water usage will be compared to the existing "finished" water storage and water treatment capacities to assess the timeframe for when upgrades to these facilities would be needed.

Additionally, general costs for the upgrades to the “finished” water storage will be provided. These general costs will be for materials and construction only and would not include the cost for land procurement, design costs or permitting requirements.

Below is a summary of the tasks to be conducted by LBG to complete the water system assessment for the City of Beacon.

Assess Existing Water Source Safe Yield Information - \$1,800-\$2,500

- Project team communication to obtain necessary documents regarding water source safe yield, withdrawal and consumption data, existing storage and treatment capacity for the City and distribution system maps.
- Review safe yield information for groundwater and surface water sources that currently supply the City.
- Review the City of Beacon Comprehensive Plan.

Assess Existing Water Withdrawal and Consumption Data - \$5,000-\$7,500

- Review existing Water System Operation Reports and WWRFs to calculate current and historical average and peak water withdrawal for the system.
- Review water consumption data, WWRFs, and population information to calculate a per capita water usage value.
- Review non-residential user data to calculate water usage.
- Review information on vacant and undeveloped lots that are available for future build-out development and their zoning designations.
- Display available lot data on the water distribution system map.^{1/}
- Converting information into GIS format for analysis.
- Conduct an assessment of future population increases, per capita water usage and non-residential user data to estimate future increases in water consumption.
- Compare estimated future increases in water consumption to existing source capacity to determine when an increase in source capacity would become necessary.

^{1/} LBG recommends obtaining a cost from Lanc & Tully Engineering and Surveying P.C. to prepare a current distribution system map.

Assess “Finished” Water Storage Information - \$1,500

- Review existing “finished” water storage capacity.
- Compare existing storage capacity to current and future water usage to assess timeframe for potential upgrade.
- Provide general cost estimate for materials and construction for water storage upgrade.

Assess Water Treatment Facility Information - \$1,500

- Review existing water treatment facility capacity information.
- Compare existing treatment capacity to current and future water usage to assess timeframe for potential upgrade.
- Project team communication with City and City’s Engineering Consultant to assess potential cost for treatment upgrades.

Summary Report and Recommendations - \$5,000

- Prepared report summarizing the water source safe yield information; water withdrawal, consumption and per capita water usage values; existing water storage and treatment capacity; potential timeframe for increase in water storage and treatment; and estimated costs for water storage upgrades.

WATER SUPPLY EVALUATION TOTAL..... \$14,800-\$18,000

SAFE YIELD VERIFICATION AND BATHYMETRIC SURVEY

At the request of the City, LBG has also reviewed the Safe Yield Analysis that was conducted in 2014 of the City’s raw water supply. A desktop evaluation of the reservoirs’ capacity was conducted and the methodology utilized was valid. However, no field data collection was conducted to verify the results of the desktop study. If field verification of the data is desired, LBG would recommend conducting a quarterly data collection program by measuring stream inflows into the reservoirs over a one year period to confirm that the approximated/correlated flows used in the analysis were valid or if adjustments are warranted.

Additionally, the storage volume calculations for the reservoirs were based on dam evaluation work conducted by O'Brien and Gere. However, it is unknown if bathymetric surveys (i.e. measurements of the depths and contours of the reservoirs' bottom topography) exist for the reservoirs. The bottom contours of a reservoir can change over time from influx and shifting of sediments. If confirmation of the reservoirs' storage values is desired, then an updated bathymetric survey of the reservoirs would need to be conducted. LBG, in conjunction with a Licensed Surveyor from Lanc & Tully Engineering and Surveying P.C. (Lanc & Tully), can conduct bathymetric surveys of the four reservoirs which comprise the City's surface-water supply. LBG will develop a sampling grid for each reservoir and will use a jon boat and sounding equipment to measure total depth at each grid sample location. Lanc & Tully will survey each location and the perimeter of the reservoirs using a high-resolution GPS unit. The depth and survey data will be used to prepare a GIS-generated, bathymetric survey map showing the reservoir depth contours, which will be used to calculate the storage volume of each of the reservoirs for use in determining stage-capacity relationship. A general cost estimate has been provided below for the completion of the bathymetric survey work; however, LBG would need to conduct a site visit to determine boat access at the reservoirs and confirm that the assumed timeframe for collection of the field data is accurate.

Safe yields for the City's groundwater supply wells were also reported in the Safe Yield Analysis, but were based on previous reported values established by others. It does not appear as if recent yield tests on the wells have been conducted to confirm their current yield capacities or to determine whether surplus capacity may be available. Yields in groundwater supply wells can change over time as a result of well biofouling, mineral deposition, or sedimentation. Conducting water-level data collection and/or yield testing can determine if well yields have diminished, whether well redevelopment is warranted to conduct maintenance on the wells, or if additional yield is available from the wells.

Assuming that all wells are accessible for water-level measurement collection, LBG can conduct short-term operational yield tests on the wells to compare current yield and water-level data to historic information. LBG would collect water-level measurements, either manually or with pressure transducers installed in the wells, over a period of three to five days while the wells are in operation. The water-level measurements and yield of the wells during the tests will be used to project long-term (180-day) water-level drawdown scenarios to assess the wells' safe yields.

Quarterly Stream Flow Measurement (4 Quarters) \$4,000-\$6,000

Conduct site visit to determine access to inflow streams to conduct stream gaging and set up stream gaging locations.

Complete four quarterly stream gaging events of main inflow stream channels that enter the City's reservoirs.

Process stream flow data collected and compare to the data from the Safe Yield Analysis to confirm or adjust correlation values used and calculated safe yield.

Bathymetric Survey - \$9,500-\$12,500

- Conduct bathymetric survey of reservoir system, includes rental of boat, and GPS/Sounding equipment to conduct the survey.
- Preparation of a bathymetric survey map by Lanc & Tully and LBG.

Groundwater Safe Yield Evaluation - \$2,500-\$3,500

- Review existing well construction and yield testing information and reports for supply wells and evaluate current well use information (yield, water level, daily withdrawal).
- Conduct short-term operational well tests by monitoring water levels for three to five days to assess current yields and water-level drawdown in the supply wells (assumes each well is accessible for measurement collection).
- Provide summary report detailing existing well information, results of operational well tests and well safe-yield analysis. Provide recommendations based on the results of testing.

SAFE YIELD VERIFICATION/BATHYMETRIC SURVEY TOTAL \$16,000-\$22,000

OTHER WATER RESOURCES

LBG will evaluate options to develop additional supply from other water resources. The evaluation will include identifying any permits that will be required from the New York State regulatory agencies.

OTHER WATER RESOURCES TOTAL \$1,500-\$2,500

The following table summarized the costs associated with the above described SOWs.

TASKS	TOTAL COST ESTIMATE
Water System Evaluation	\$14,800 - \$18,000
Safe Yield Verification and Bathymetric Survey	\$16,000 - \$22,000
Other Water Resources	\$1,500 - \$2,500

This cost proposal is limited to the proposed SOW and does not include the cost of any additional work that may be recommended based on the results of the SOW. Several of the tasks include site visits that need to be conducted to determine actual field conditions. If the site visits indicate conditions exist that are outside the SOWs provided, LBG will contact the City. If it is determined that a change in the SOW is warranted, a separate proposal will be prepared at that time.

Should you have any questions about our proposal, please do not hesitate to contact us.

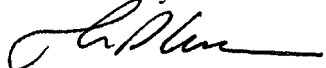
Very truly yours,

LEGGETTE, BRASHEARS & GRAHAM, INC.



Stacy Stieber, CPG
Associate/Hydrogeologist

Affirmed by:



Thomas P. Cusack, CPG
Senior Vice President

SS:cmm

cc: Ed Balicki

John Russo – Lanc & Tully

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City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing an Agreement with New York Leak Detection, Inc. for Water Leak Detection Services

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. NY Leak Detection	Resolution
NY Leak Detection Proposal	Backup Material



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. _____ OF 2017

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
NEW YORK LEAK DETECTION, INC.
FOR PROFESSIONAL WATER LEAK DETECTION SERVICES**

WHEREAS, the City of Beacon sought proposals for professional water leak detection services;
and

WHEREAS, New York Leak Detection, Inc. possesses certain knowledge and experience in water leak detection; and

WHEREAS, New York Leak Detection, Inc. submitted the attached proposal which the City Council deems to be in the best interest of the City of Beacon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the City Administrator to enter into an agreement with New York Leak Detection, Inc. for professional water leak detection services for an amount not to exceed \$7,750.00.

Resolution No. _____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					



August 4, 2017

City of Beacon
Ed Balicki
1 Municipal Plaza, Suite 4
Beacon, NY 12508
845-831-7131
ebalicki@cityofbeacon.org

RE: Proposal - Leak Detection Service
~60 miles

Dear Mr. Balicki:

Thank you for contacting NYLD to provide leak detection services for the City of Beacon Water Dept. water distribution system.

New York Leak Detection, Inc. (hereafter referred to as NYLD) was organized to provide the best professional **water leak detection services, fire flow testing, utility location, survey grade utility mapping, video inspection, data logging, and ground penetrating radar technology** under one roof. NYLD is active in instructing and exhibiting leak detection and location services for the New York Rural Water Association, American Water Works Association and private water companies throughout the East Coast.

NYLD will conduct a comprehensive survey and, when appropriate, will perform the survey at night to minimize the effect of daytime usage and provide a higher degree of accuracy. The final leak survey report is a complete, easy-to-read summary of leaks detected and organized according to Type, Location, Estimated Gallons of Loss, and Priority Classification. NYLD ensures its clients will receive a complete and professional survey.

The cost for a comprehensive leak detection survey and report on approximately 60 miles of water distribution system is \$7,750.00.

*Estimate only – NYLD has calculated costs based on the information and maps provided by the customer. The actual quantities may vary from those given depending on several factors beyond NYLD's control. If during the execution of the work, NYLD anticipates changes which would impact the estimated cost, NYLD will estimate the additional service and contemporaneously seek the customer's authorization of the changes.

NYLD provides all state-of-the-art electronics including: Ground Penetrating Radar 250 MHz (0'-30' depths), 500 MHz (0'-6' depths), 1000 MHz (0'-2' depths), variable wattage magnetometers, video inspection camera with locatable heads, computerized electronic acoustic leak locators, 350' fiberglass rods with sonde transmitters (15' and 40' depth potential), and all necessary support tools.

Surveying and Mapping Equipment include: Leica 780862 R400 Total Station with Power Search & Automatic Target Aiming, Leica 772300 RH15 Radio Handle with Integrated Radio Modem and Radio Antenna, Leica 781600 CS15 3.5G & Radio Field Controller, Leica GNSS Smart Antenna Geodetic 120 channels, and Carlson/AutoCAD 2011 software. Crossover technologies are maximized to ensure the highest degree of accuracy on all location projects.

Specialized Services Available Upon Request: Profiler EMP-400 (electromagnetic induction sensor), Pressurized Pipe Inspection for internal condition assessment and leak detection utilizing JD7 Investigator, Valve Exercising Services including operation and cleaning of valve boxes and data collection utilizing Wachs Grand LX Valve Maintenance Trailer.

Should you have any questions, you may contact me via e-mail or at the phone/fax numbers provided below. Thank you for the opportunity to submit this proposal.

Sincerely,

Mark Manzari
Vice President

Phone (315) 469-4601 • Toll Free (800) 928-4350 • Fax (315) 469-2868
PO Box 269 Jamesville, NY 13078 • www.nyld.com • info@nyld.com



Director of Operations

FED-ID: 16-1299328



Please acknowledge your acceptance of this proposal by signing below and returning to NYLD.

Print Name

Date

Signature of Authorized Party

Pricing is valid for 30 days from date of proposal.

Recognizing that underground leak detection and utility locating is an art as well as a science, and that there are innumerable variables in achieving the desired results, NYLD does not guarantee accuracy in locating underground leaks or utilities, and disclaims all liability for any damages based on information provided by NYLD.

NYLD strives to provide the highest quality service with the experience of the technicians and equipment used. It is our desire that our work provides our customers with the information they need without adverse consequences.

Phone (315) 469-4601 • Toll Free (800) 928-4350 • Fax (315) 469-2868
PO Box 269 Jamesville, NY 13078 • www.nyld.com • info@nyld.com

City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing an Pedestrian Access Agreement Regarding "the View" Project on Beekman Street

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Pedestrian Easement the View	Resolution

CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. ____ OF 2017

**RESOLUTION AUTHORIZING A PEDESTRIAN ACCESS EASEMENT AGREEMENT
REGARDING “THE VIEW” PROJECT ON BEEKMAN STREET**

WHEREAS, DMS Consolidators, Ltd., owner of property located at 26 Beekman Street, Beacon New York (Tax Map Parcel No. 5954-26-660924) (the “Property”), has obtain Site Plan and Special Permit approval from the City of Beacon Planning Board for land development activity at 26 Beekman Street pursuant to certain drawings and plans generally entitled “The View” prepared by M.A. Day Engineering, P.C. (the “Project”); and

WHEREAS, the Project consists of the construction of a four-story building containing 42 residential units with basement level indoor parking and a small surface parking area on the north side building; and

WHEREAS, an Easement Agreement between the City and DMS Consolidators, Ltd. is proposed to establish a public walkway for pedestrian ingress and egress extending from Beekman Street toward Wolcott Avenue from dusk till dawn; and

WHEREAS, it is anticipated that the pedestrian walkway will eventually connect to Wolcott Avenue to create a continuous walkway from Beekman Street to Wolcott Avenue.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor and/or City Administrator to sign the Pedestrian Access Easement Agreement for said purpose, along with all documents as may be necessary for the recording of such Agreement, subject to review and approval by the City Attorney.

Resolution No. ____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

PEDESTRIAN WALKWAY EASEMENT

PEDESTRIAN WALKWAY EASEMENT dated the ____ day of _____, 2017 (the "Easement"), made by DMS CONSOLIDATORS, LTD, having an address at 108 Village Square, PMB 403, Somers, New York 10589 (the "Grantor"), to the CITY OF BEACON, a municipal corporation having its offices at One Municipal Plaza, Suite One, Beacon, New York 12508 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property known as 26 Beekman Street in the City of Beacon, Dutchess County, New York and designated as Tax Map No. 5954-26-660924 and Tax Map No. 5954-26-641931 on the Tax Map of the City of Beacon (the "Premises"); and

WHEREAS, Grantor wishes to grant to Grantee, and Grantee wishes to accept, an easement and right-of-way for pedestrian ingress and egress only on, over, across and through the portion of the Premises described in Schedule A attached hereto (the "Easement Area") upon the terms and conditions contained herein. The Easement Area is shown on the map attached hereto as Schedule B.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Grantor hereby grants and releases unto the Grantee an easement and right of way for the limited purposes of pedestrian ingress and egress only on, over, across and through the Easement Area. The pedestrian walkway shall be illuminated by lighting fixtures and equipment to be designated by the Building Inspector after consultation

with the Grantor whose consent shall not be unreasonably withheld if the means of illumination do not adversely impact Grantor's housing project.

2. **Prohibited Use/Access.** Uses permitted pursuant to this Easement shall be limited to pedestrian ingress and egress on, over, across and through the Easement Area only (the "Permitted Use"). Uses other than the Permitted Use shall be prohibited. Prohibited uses of the Easement Area shall include, without limitation, the following: (i) loitering; (ii) use or riding of bicycles or skateboards; (iii) dumping or storage of any items including but not limited to trash, cigarettes, ashes, waste, sewage, garbage or other refuse, hazardous, toxic or offensive materials; (iv) the consumption of alcohol or carrying of open containers thereupon; (v) the use of illegal substances or any illegal conduct thereupon; or (vi) engaging in any conduct in violation of any federal, state or local law or regulation.

3. **Grantor Covenants.** The Grantor covenants that:

a. Grantor shall not construct any improvements in the Easement Area other than what is shown on the approved plans entitled, "The View," prepared by M.A. Day Engineering, P.C. and approved by the City of Beacon Planning Board on August 9, 2016 and on file in the City of Beacon Building Department, or otherwise obstruct or interfere with the Grantee's rights conferred herein; provided, however, that Grantor shall have the right, in its sole discretion, to widen or otherwise modify the pedestrian walkway (including the Easement Area) without Grantee's consent, subject to the issuance of all applicable permits from the City of Beacon, so long as the Permitted Use is not materially adversely affected.

b. Grantor may construct and maintain, at its sole expense, fencing, approved by the Grantee's Building Inspector, along the southern most boundary (running along South 41-16-37 West 25.00 feet) and the northern most boundary (running along North 62-10-00-East 21.18

feet) of the Easement Area. Said fencing will be removed by Grantor at such time as a pedestrian walkway is constructed on the abutting property currently owned by the City of Beacon as described in Liber 1945, Page 119, which would connect to the walkway within the Easement Area and allow pedestrian access to Route 9D (Main Street).

c. Grantor shall at its sole cost and expense repair and maintain the Easement Area so that it can be utilized for the Permitted Use, except as otherwise set forth hereinafter in paragraph 4(d).

4. **Grantee Covenants.** The Grantee covenants that:

a. Grantee shall not use, or permit the public to use, the Easement Area for any purpose other than the Permitted Use;

b. Grantee shall not use, or permit the public to use, any portion of the Premises outside of the Easement Area for any purpose whatsoever, and

c. Grantee shall not obstruct the Easement Area or in any way block access by residents of the Premises.

d. Grantor shall pay for the capital costs of illumination of the Easement Area as a private improvement. After installation, the Grantor shall offer for dedication the lighting fixtures, the acceptance of which shall not be unreasonably withheld by the Grantee. Subsequent to dedication, this Easement shall include a right of the Grantee, or its agents or contractors, to access the lighting fixtures. After dedication, Grantee shall be solely responsible to maintain, to repair, and to replace the lighting fixtures, and for all costs associated therewith. After dedication, Grantee shall pay the costs of energy for the lighting fixtures.

5. **Indemnification.** Grantee releases and also shall defend, indemnify and hold Grantor harmless, from and against all claims, damages, demands, losses, expenses, fines, causes of

action, lawsuits, judgments or any other liabilities (including all reasonable attorneys' fees, consequential and punitive damages), for personal injuries and/or property damages arising out of or resulting from, any use of the Easement Area, the maintenance and use of dedicated lighting fixtures or from Grantee's breach of any of the covenants contained herein, to the extent not caused by Grantor's negligence or willful misconduct. The duty to defend shall be limited to available liability coverage of the City for the claim. The City shall have no duty to defend claims excluded by standard insurance endorsements, such as intentional torts. Limitations on defense shall not be triggered by disclaimer due to late notice by the City to the insurer or by cancellation of liability insurance coverage due to fault of the City including, but not limited to non-payment of premiums.

6. **Insurance.** Grantee and Grantor shall each furnish to the other a certificate of insurance evidencing commercial general liability coverage (including coverage of the City's contractual defense and indemnity set forth in Section 5) of at least \$1,000,000.00 combined single limit per occurrence, and not less than \$2,000,000.00 general aggregate coverage for bodily injury and property damage, naming the other party hereto as an additional insured. Grantee and Grantor shall also provide a minimum of \$5,000,000.00 excess liability coverage, naming the other party hereto as an additional insured which shall also be evidenced on the certificate of insurance. For so long as this Easement shall remain in effect, the Grantee and Grantor shall maintain such insurance coverage, adjusted every ten (10) year anniversary of the date hereof i (each, an "Adjustment Date") based on the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982-1984=100 reference base, published by the Bureau of Labor Statistics, United States Department of Labor. The CPI-U used for such adjustments shall be the CPI-U last officially published prior to the last day of the month

immediately preceding the Adjustment Date, as applicable, whether such CPI-U has been published on a quarterly, semi-annual, annual, monthly or other basis.

7. **Run with the Land.** This Easement shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors, heirs and assigns.

8. **Non-Exclusive.** Subject to the terms and conditions hereof, the Easement granted hereby shall be non-exclusive.

9. **Notices.** (a) Any notice, approval, consent, bill, statement or other communication required or permitted to be given, answered or made by either party hereto to the other shall be in writing and shall be deemed to have been properly given or sent: (1) if intended for the Grantor, either by hand delivery or overnight express mail, or by registered or certified mail with the postage prepaid, in each case addressed to the Grantor, DMS CONSOLIDATORS, LTD., 108 Village Square, PMB 403, Somers, New York 10589, with a copy to Van DeWater & Van DeWater, LLP, 85 Civic Center Plaza, Suite 101, PO Box 112, Poughkeepsie NY 12601-0112, at the same address; (2) if intended for the Grantee, either by hand delivery or overnight express mail, or by registered or certified mail with the postage prepaid, in each case addressed to the Grantee, City of Beacon, One Municipal Plaza, Suite One, Beacon, New York 12508, Attention: City Administrator, with a copy to Keane & Beane, P.C., 445 Hamilton Avenue, Ste 1500, White Plains, NY 10601, Attention: Nicholas M. Ward-Willis, Esq..

(b) Each party may designate a different address to which any notice, demand, request or communication may hereafter be so given, served or sent, by notice to the other party. Each notice, demand, request or communication to be delivered to the Grantor or the Grantee, in the manner aforesaid, shall be deemed sufficiently given, served or sent for all purposes hereunder at

the time such notice, demand, request or communication is mailed or hand delivered as described in paragraph (a) above.

10. **Severability**. If any portion or portions of this Easement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

11. **Headings**. The headings used in these provisions are for convenience only and shall not be used in interpreting these provisions.

12. **Entire Agreement**. This Easement contains the entire agreement between the parties hereto as to the matters set forth herein and may not be changed, modified, altered or in any way amended, except by agreement amongst the parties (their successors and/or assigns) in a duly acknowledged writing and recorded in the Dutchess County Clerk's Office.

13. **Non-Waiver**. The waiver by either party of a breach of any provision of this Easement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party.

14. **Counterparts**. This Easement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument.

15. **Governing Law**. This Easement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof. Disputes shall be venued in Supreme Court, Dutchess County. The parties waive any right to jury trial.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument as of the date first set forth above.

Grantor:

DMS CONSOLIDATORS, LTD

By: _____

Name: Donald E. Strauch

Title: President

Grantee:

CITY OF BEACON

By: _____

Name: Anthony Ruggiero

Title: City Administrator

STATE OF NEW YORK)
COUNTY OF) ss:

On the ____ day of _____, 2017, before me, the undersigned, a notary public in and for said state, personally appeared Donald E. Strauch, 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.

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss:

On the ____ day of _____, 2017, 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.

Record and Return to:
Nicholas M. Ward-Willis, Esq.
Keane & Beane, P.C.
445 Hamilton Avenue
White Plains, New York 10601

Schedule A

Legal Description of Easement Area
[See Attached]

Gary R. LaTour
NEW YORK STATE LICENSED LAND SURVEYOR
License No. 049457

273 East Main Street
Beacon, New York 12508-3515
Phone/Fax: 845 831-8556
E-Mail: GARYLALS@aol.com

August 12, 2016

**PEDESTRIAN WALKWAY EASEMENT
DMS CONSOLIDATORS, LTD TO THE CITY OF BEACON**

All that certain tract or parcel of land situate in the **City of Beacon**, County of Dutchess and State of New York bounded and described as follows:

Beginning at a point in the southerly line of Beekman Street, said point being the northeast corner of a parcel of land conveyed by Anthony Ruggiero as City Administrator of the City of Beacon to DMS Consolidators LTD as described in Document # 02-2015-4533, and the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon (Document #02-2002-1117), and running from thence along the easterly line of said lands of DMS Consolidators, running through the former location of Beekman Street, South 47-03-30 East 38.75 feet to the most northerly corner of Lot 1 as shown on a map entitled "**Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc.**" and filed in the Dutchess County Clerk's Office on June 7, 1994 as **Map # 9899**; thence along the westerly lines of Lot 2 as shown on said map, being now or formerly lands of the City of Beacon (Liber 1945 page 119), South 35-00-00 East 135.06 feet and South 41-16-37 West 25.00 feet; thence running through said Lot 1 on Filed Map 9899 and through lands of DMS Consolidators as described in Document #02-2015-4533, North 48-43-23 West 51.145 feet, North 26-40-00 West 99.56 feet and North 47-03-30 West 34.09 feet to a point in the southerly line of Beekman Street; thence along the same, North 62-10-00 East 21.18 feet to the point of beginning.

Containing 4,962 square feet of land.

Being a portion of the premises conveyed by Anthony Ruggiero as City Administrator of the City of Beacon to DMS Consolidators LTD by deed dated July 6, 2015 and recorded in the Dutchess County Clerk's Office on July 28, 2015 as Document #02-2015-4533, **together with a portion** of the premises conveyed by Beacon Ridge Associates, Inc. to DMS Consolidators LTD by deed dated April 16, 2015 and recorded in the Dutchess County Clerk's Office on April 28, 2015 as Document #02-2015-2498 (Lot 1, Filed Map #9899).



Schedule B

Map of Easement Area
[See Attached]



THE CITY OF BEACON
LIBER 145 PAGE 114

N/E
PROTESTANT
REFORMED
DUTCH
CHURCH
OF
FISHKILL
LANDING
LIBER 121 PAGE 644

LOT NO. 2
FILED MAP # 9899

"FINAL SUBDIVISION PLAN PREPARED FOR BEACON RIDGE ASSOCIATES, INC."
BEACON RIDGE ASSOCIATES, INC. TO DMS CONSOLIDATORS LTD
DOCUMENT # 04-2015-2446

PROPOSED PROCESSION
WALK EASEMENT
AREA = 4,962 SQ. FT.

LANDS CONVEYED BY THE CITY OF BEACON
TO DMS CONSOLIDATORS LTD BY DEED DATED JULY 6, 2015
AND RECORDED IN THE DUT. CO. CLERK'S OFFICE AS DOC. # 04-2015-1433

EXISTING DRAINAGE EASEMENT
RESERVED BY THE CITY OF BEACON
IN DUT. CO. CLERK DOCUMENT # 04-2015-1433

BEEKMAN STREET

BECKMAN STREET
AS RELOCATED IN
THE LATE 1970'S
BY THE
BEACON URBAN RENEWAL PROJECT

LANDS OF THE
CITY OF BEACON

PARCEL A
DOC. # 04-2004-1117

PROPOSED
PARK
EASEMENT
AREA: 670 SQ. FT.



ADDITIONAL EASEMENTS TO BE
GRANTED BY
DMS CONSOLIDATORS LTD TO THE
CITY OF BEACON

CERTIFIED TO:
DMS CONSOLIDATORS LTD
SHEWBY TITLE INSURANCE CO.
THE CITY OF BEACON
SULLSBURY BANK & TRUST, ITS SUCCESSORS
AND/OR ASSIGNS

PREPARED BY:
GARY R. LAJOUR, L.S.
273 EAST MAIN ST.
BEACON, NEW YORK

CITY OF BEACON, DUTCHESS COUNTY, NEW YORK SCALE 1"=30' AUGUST 12, 2016

City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing a Passive Use Easement Related to "the View" Project

Subject:

Background:

ATTACHMENTS:

Description	Type
Res Passive Use Easement with attachments	Resolution

CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. ____ OF 2017

**RESOLUTION AUTHORIZING A PASSIVE USE EASEMENT AGREEMENT REGARDING
“THE VIEW” PROJECT ON BEEKMAN STREET**

WHEREAS, DMS Consolidators, Ltd., owner of property located at 26 Beekman Street, Beacon New York (Tax Map Parcel No. 5954-26-660924)(the “Property”), has obtain Site Plan and Special Permit approval from the City of Beacon Planning Board for land development activity at 26 Beekman Street pursuant to certain drawings and plans generally entitled “The View” prepared by M.A. Day Engineering, P.C. (the “Project”); and

WHEREAS, the Project consists of the construction of a four-story building containing 42 residential units with basement level indoor parking and a small surface parking area on the north side building; and

WHEREAS, a Passive Use Easement Agreement between the City and DMS Consolidators, Ltd. is proposed to establish a 690 square foot pocket park along Beekman Street near the entrance to the proposed apartment building.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor and/or City Administrator to sign the Passive Use Easement Agreement for said purpose, along with all documents as may be necessary for the recording of such Agreement, subject to review and approval by the City Attorney.

Resolution No. ____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

EASEMENT FOR PASSIVE PUBLIC USE

EASEMENT dated the ____ day of _____, 2017 (this "Easement"), made by DMS CONSOLIDATORS, LTD, having an address at 108 Village Square, PMB 403, Somers, New York 10589 (the "Grantor"), to the CITY OF BEACON, a municipal corporation having its offices at One Municipal Plaza, Suite One, Beacon, New York 12508 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property known as 26 Beekman Street in the City of Beacon, Dutchess County, New York and designated as Tax Map No. 5954-26-660924 and Tax Map No. 5954-26-651931 on the Tax Map of the City of Beacon (the "Premises") and described in Schedule A annexed hereto; and

WHEREAS, Grantor wishes to grant to Grantee, and Grantee wishes to accept, an easement for the purposes of passive public repose on the portion of the Premises shown on the map and legal description collectively attached hereto as Schedule B (the "Easement Area")

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Grantor hereby grants and releases unto the Grantee an easement for the limited purpose of passive public repose within the Easement Area from dawn to dusk.

2. **Prohibited Use/Access.** The Grantee on behalf of the public is granted access to the Easement Area for purposes of passive repose only (the "Permitted Use"). Uses other than the Permitted Use shall be prohibited. Prohibited uses of the Easement Area shall include, without

limitation, the following: ~~(i) loitering; (ii) dumping or storage of any items including but not~~ limited to trash, cigarettes, ashes, waste, sewage, garbage or other refuse, hazardous, toxic or offensive materials; (iii) the consumption of alcohol or carrying of open containers thereupon; (iv) the use of illegal substances or any illegal conduct thereupon; or (v) engaging in any conduct in violation of federal, state or local law or regulation.

3. **Grantor Covenants.** The Grantor covenants that:

a. Grantor shall at its sole cost and expense repair and maintain the Easement Area so that same remains open and usable to the public pursuant to the terms hereof.

5. **Indemnification.** Grantee releases and also shall indemnify and hold Grantor harmless, from and against all claims, damages, demands, losses, expenses, fines, causes of action, lawsuits, judgments or any other liabilities (including all reasonable attorneys' fees, consequential and punitive damages), for personal injuries and/or property damages arising out of or resulting from, the use and the public use of the Easement Area or from Grantee's breach of any of the covenants contained herein. Grantee's liability under this Section 5 shall be mitigated to the extent that any of said personal injuries and/or property damage is/are judicially determined to be caused by the negligent acts or omissions of Grantor.

6. **Insurance.** Grantee and Grantor shall each furnish to the other a certificate of insurance evidencing commercial general liability coverage (including coverage of the City's contractual defense and indemnity set forth in Section 5) of at least \$1,000,000.00 combined single limit per occurrence, and not less than \$2,000,000.00 general aggregate coverage for bodily injury and property damage, naming the other party hereto as an additional insured. Grantee shall also provide a minimum of \$5,000,000.00 excess liability coverage, naming Grantor as an additional insured. For so long as this Easement shall remain in effect, the Grantee and Grantor shall

maintain such insurance coverage, adjusted every ten (10) years (beginning on the tenth (10th) anniversary of the date of this Easement) (each, an "Adjustment Date") based on the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982-1984=100 reference base, published by the Bureau of Labor Statistics, United States Department of Labor. The CPI-U used for such adjustments shall be the CPI-U last officially published prior to the last day of the month immediately preceding the Adjustment Date, as applicable, whether such CPI-U has been published on a quarterly, semi-annual, annual, monthly or other basis.

7. Run with the Land. This Easement shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors, heirs and assigns.

8. Non-Exclusive. Subject to the terms and conditions hereof, the Easement granted hereby shall be non-exclusive.

9. Notices. (a) Any notice, approval, consent, bill, statement or other communication required or permitted to be given, answered or made by either party hereto to the other shall be in writing and shall be deemed to have been properly given or sent: (1) if intended for the Grantor, either by hand delivery or overnight express mail, or by registered or certified mail with the postage prepaid, in each case addressed to the Grantor, DMS CONSOLIDATORS, LTD., 108 Village Square, PMB 403, Somers, New York 10589, with a copy to Van DeWater & Van DeWater, LLP, 85 Civic Center Plaza, Suite 101, PO Box 112, Poughkeepsie NY 12601-0112,; (2) if intended for the Grantee, either by hand delivery or overnight express mail, or by registered or certified mail with the postage prepaid, in each case addressed to the Grantee, City of Beacon, One Municipal Plaza, Suite One, Beacon, New York 12508, Attention: City

~~Administrator, with a copy to Keane & Beane, P.C., 445 Hamilton Avenue, Ste 1500, White Plains, NY 10601, Attention: Nicholas M. Ward-Willis, Esq..~~

(b) Each party may designate a different address to which any notice, demand, request or communication may hereafter be so given, served or sent, by notice to the other party. Each notice, demand, request or communication to be delivered to the Grantor or the Grantee, in the manner aforesaid, shall be deemed sufficiently given, served or sent for all purposes hereunder at the time such notice, demand, request or communication is mailed or hand delivered as described in paragraph (a) above.

10. **Severability.** If any portion or portions of this Easement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

11. **Titles.** The titles used in these provisions are for convenience only and shall not be used in interpreting these provisions.

12. **Entire Agreement.** This Easement contains the entire agreement between the parties hereto as to the matters set forth herein and may not be changed, modified, altered or in any way amended, except by agreement amongst the parties (their successors and/or assigns) in a duly executed and acknowledged writing and recorded in the Dutchess County Clerk's Office.

13. **Non-Waiver.** The waiver by either party of a breach of any provision of this Easement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party.

14. **Counterparts.** This Easement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument.

5102/11/588471v1 3/7/17

15. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof. Disputes shall be venued in Supreme Court, Dutchess County. The parties waive any right to jury trial.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument as of the date first set forth above.

Grantor:

DMS CONSOLIDATORS, LTD

By: Donald E. Strauch, Pres
Name: Donald E. Strauch
Title: President

Grantee:

CITY OF BEACON

By: _____

Name: Anthony Ruggiero
Title: City Administrator

STATE OF NEW YORK)
COUNTY OF) ss:

On the 13 day of April, 2017, before me, the undersigned, a notary public in and for said state, personally appeared Donald E. Strauch, 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.

Anthony Ruggiero

5102/11/588471v1 3/7/17

LINDA JACKSON
Notary Public, State of New York
Registration #01JA6348101
Qualified In Westchester County
Commission Expires Sept. 19, 2020

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss:

On the ____ day of _____, 2017, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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.

Record and Return to:
Nicholas M. Ward-Willis, Esq.
Keane & Beane, P.C.
445 Hamilton Avenue
White Plains, New York 10601

U:\DOCS\14375\0000\1\DILIGENCE\236321102.DOCX

5102/11/588471v1 3/7/17

Schedule A

Legal Description of Premises
[See Attached]

5102/11/588471v1 3/7/17

Gary R. LaTour
NEW YORK STATE LICENSED LAND SURVEYOR
License No. 049457
273 East Main Street
Beacon, New York 12508-3515
Phone/Fax: 845 831-8556
E-Mail: GARYLALS@aol.com

December 19, 2014

LOT 1 - BEACON RIDGE ASSOCIATES SUBDIVISION

All that certain tract or parcel of land situate in the **City of Beacon**, County of Dutchess and State of New York, being shown and designated as **Lot 1** on a map entitled "**Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc.**" and filed in the Dutchess County Clerk's Office on June 7, 1994 as **Map # 9899**, said lot being more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Beekman Street in range with a stone wall marking the northeast line of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 page 692), said point being the most westerly corner of the herein described premises, and running from thence along the southeasterly line of **Beekman Street, North 63-14-27 East 432.00 feet and North 70-10-07 East 42.87 feet** to a point; thence along the westerly line of Lot 2 as shown on said Filed Map #9899, **South 35-00-00 East 135.06 feet and South 41-16-37 West 235.87 feet** to an angle point in the northerly line of said Reformed Dutch Church; thence along northwesterly line of said lands, **South 41-16-37 West 108.64 feet** to a point in range with a stone wall marking the northeasterly line of said Church; thence to and along said stone wall, **North 59-50-43 West 319.50 feet** to the point of beginning.

Containing 86,785 square feet or 1.992 acres of land.

Being a portion of the premises conveyed by the Beacon Community Development Agency to Beacon Ridge Associates, Inc. by deed dated March 6, 1987 and recorded in the Dutchess County Clerk's Office on April 6, 1987 in Liber 1747 of Deeds at page 1.



Gary R. LaTour
NEW YORK STATE LICENSED LAND SURVEYOR
License No. 049457
273 East Main Street
Beacon, New York 12508-3515
Phone/Fax: 845 831-8556
E-Mail: GARYLALS@aol.com

June 1, 2015

DEED DESCRIPTION - CITY OF BEACON TO DMS CONSOLIDATORS, LTD

All that certain tract or parcel of land situate in the **City of Beacon**, County of Dutchess and State of New York bounded and described as follows:

Beginning at a point in the southerly line of Beekman Street, said point being the most westerly corner of Lot 1 as shown on a map entitled "**Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc.**" and filed in the Dutchess County Clerk's Office on June 7, 1994 as **Map # 9899** and the most northerly corner of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 page 692), and running from thence through Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's, along it's newly created southerly line, easterly along a curve to the right having a radius of 450.00 feet for a distance of 195.125 feet (chord = North 52-48-41 East 193.60 feet), North 65-14-00 East 167.23 feet and North 62-10-00 East 103.60 feet to the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon by deed dated June 20, 1997 and recorded in the Dutchess County Clerk's Office on February 1, 2002 as Document #02-2002-1117; thence continuing through the former location of Beekman Street, South 47-03-30 East 38.75 feet to the most northerly corner of said Lot 1; thence along the southerly line of the old Beekman Street, South 70-10-07 West 42.87 feet and South 63-14-27 West 432.00 feet to the point of beginning.

Containing 13,484 square feet or 0.310 acres of land.

Being a portion of Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's.

Reserving to the City of Beacon a drainage easement along the new southerly line of Beekman Street as created above, said easement being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Beekman Street, said point being the most westerly corner of Lot 1 as shown on a map entitled "**Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc.**" and filed in the Dutchess County Clerk's Office on June 7, 1994 as **Map # 9899** and the most northerly corner of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 page 692), and running from thence through Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's, along it's newly created southerly line, easterly along a curve to the right having a radius of 450.00 feet for a distance of 195.125 feet (chord =

North 52-48-41 East 193.60 feet), North 65-14-00 East 167.23 feet and North 62-10-00 East 103.60 feet to the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon by deed dated June 20, 1997 and recorded in the Dutchess County Clerk's Office on February 1, 2002 as Document #02-2002-1117; thence along the northeasterly line of the above described 0.310 acre parcel of land, South 47-03-30 East 8.00 feet to a point; thence running through the above described 0.310 acre parcel of land, South 54-50-00 West 66.38 feet, South 64-50-00 West 245.00 feet and South 54-10-00 West 131.70 feet to a point in the northerly line of Lot 1 on Filed Map #9899; thence along the same, South 63-14-27 West 23.26 feet to the point of beginning.

Containing 6,436 square feet or 0.148 acres of land.



Schedule B

Map and Legal Description of Easement Area
[See Attached]

5102/11/588471v1 3/7/17

Gary R. LaTour
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273 East Main Street
Beacon, New York 12508-3515
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August 12, 2016

**POCKET PARK EASEMENT
DMS CONSOLIDATORS LTD TO THE CITY OF BEACON**

All that certain tract or parcel of land situate in the **City of Beacon**, County of Dutchess and State of New York bounded and described as follows:

Beginning at a point in the southerly line of Beekman Street distant South 62-10-00 West 103.60 feet and South 65-14-00 West 89.00 as measured along the southerly line of Beekman Street from the northeast corner of a parcel of land conveyed by Anthony Ruggiero as City Administrator of the City of Beacon to DMS Consolidators LTD as described in Document # 02-2015-4533, and the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon (Document #02-2002-1117), and running from thence through said lands of DMS Consolidators LTD the following 5 courses and distances: South 24-46-00 East 2.75 feet, southwesterly along a curve to the right having a radius of 10.00 feet for a distance of 15.38 feet, South 63-20-00 West 35.02 feet, northwesterly along a curve to the right having a radius of 10.00 feet for a distance of 16.04 feet and North 24-46-00 West 3.91 feet to a point in the southerly line of Beekman Street; thence along the same, North 65-14-00 East 55.00 feet to the point of beginning.

Containing 690 square feet of land.

Being a portion of the premises conveyed by Anthony Ruggiero as City Administrator of the City of Beacon to DMS Consolidators LTD by deed dated July 6, 2015 and recorded in the Dutchess County Clerk's Office on July 28, 2015 as Document #02-2015-4533.



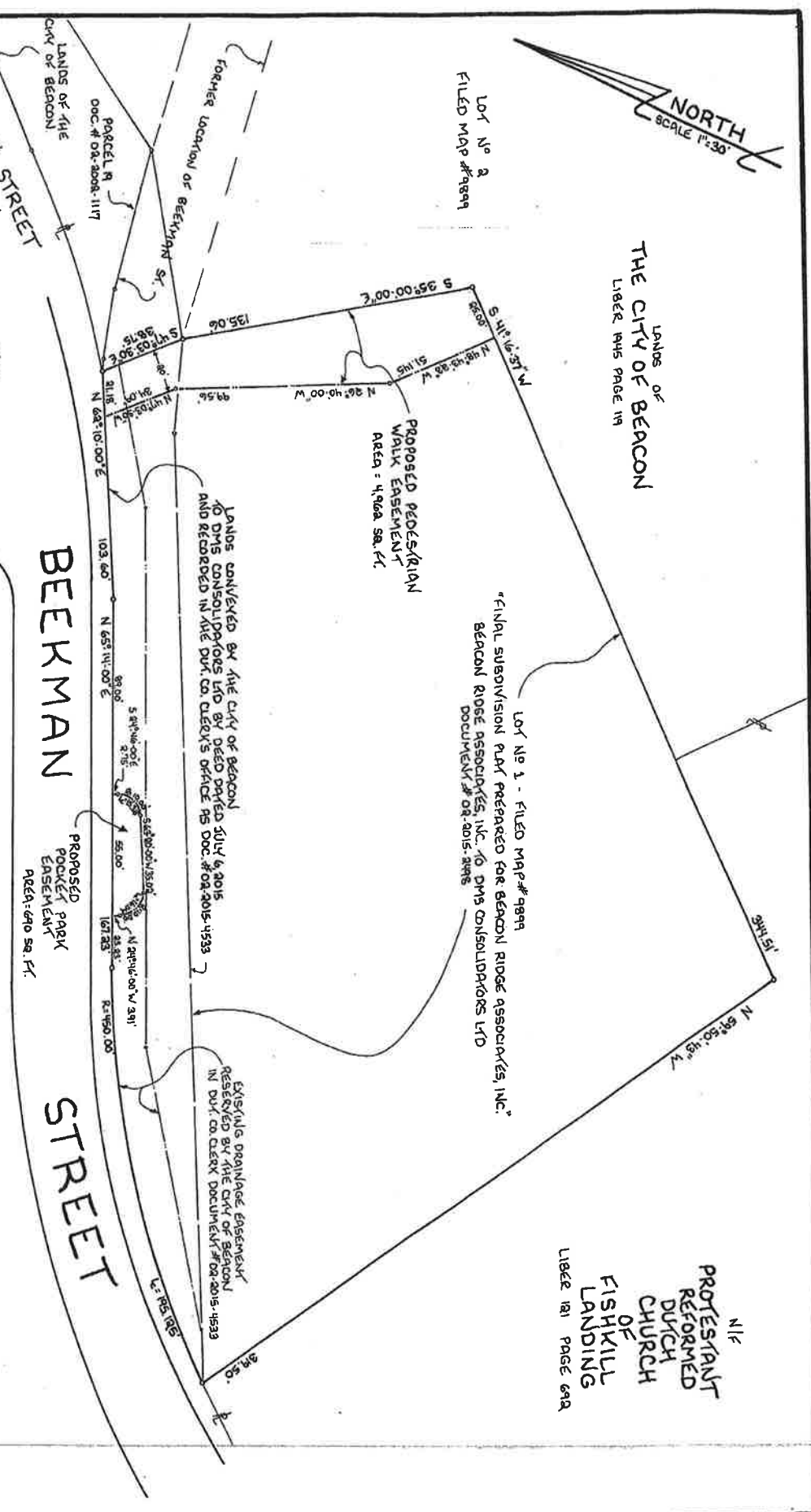


THE CITY OF BEACON
LIBER 145 PAGE 119

LOT No 2
FILED MAP #9899

LOT No 1 - FILED MAP #9899
"FINAL SUBDIVISION PLAN PREPARED FOR BEACON RIDGE ASSOCIATES, INC."
BEACON RIDGE ASSOCIATES, INC. TO DMS CONSOLIDATORS LTD
DOCUMENT # 08-2015-2488

N/E
PROTESTANT
REFORMED
CHURCH
OF
FISHKILL
LANDING
LIBER 141 PAGE 68A



BECKMAN STREET
AS RELOCATED IN
THE LATE 1970'S
BY THE CITY OF BEACON
BEACON URBAN RENOVATION PROJECT



ADDITIONAL EASEMENTS TO BE
GRANTED BY
DMS CONSOLIDATORS LTD TO THE
CITY OF BEACON

CITY OF BEACON, DUTY CO. CLERK, NEW YORK SCALE 1"=30' AUGUST 12, 2016

CERTIFIED TO:
DMS CONSOLIDATORS LTD
STATEWIDE TITLE INSURANCE CO.
THE CITY OF BEACON
SALISBURY BANK & TRUST, ITS SUCCESSORS
AND/OR ASSIGNS

PREPARED BY:
GARY R. LAFOR, L.S.
273 EAST MAIN ST.
BEACON, NEW YORK

City of Beacon Council Agenda
8/7/2017

Title:

Resolution Authorizing Modjeski and Masters to Proceed to Task 4 Pertaining to the Design and Construction of the South Avenue Bridge

Subject:

Background:

ATTACHMENTS:

Description

Res. MM South Avenue Bridge

Type

Resolution

CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. ____ OF 2017

**RESOLUTION AUTHORIZING MODJESKI AND MASTERS TO PROCEED
TO TASK 4 PERTAINING TO THE DESIGN AND CONSTRUCTION OF
THE SOUTH AVENUE BRIDGE**

WHEREAS, the City of Beacon entered into an agreement with Modjeski and Masters (“M & M) for the design and construction plans for a multi-use bridge over the Fishkill Creek on South Avenue; and

WHEREAS, M&M have completed Tasks 1-3 of the redesign project; and

WHEREAS, on July 31, 2017, M & M presented the City Council with a proposed Concept Plan dated July 2017; and

WHEREAS, the City Council reached a consensus at its work session on July 31, 2017 to proceed with the preferred alternative presented by M & M.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes M & M to proceed to Task 4 to complete a Construction Requirement Analysis.

Resolution No. ____ of 2017			Date: <u>August 7, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

City of Beacon Council Agenda
8/7/2017

Title:

Resolution Declaring Lead Agency - 475 Main Street Project

Subject:

Background:

ATTACHMENTS:

Description

Res. Lead Agency

475 Lead Agency Letter

Type

Resolution

Cover Memo/Letter



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ OF 2017

**RESOLUTION DESIGNATING LEAD AGENCY UNDER
THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH REGARD TO
THE PROJECT LOCATED AT 475 MAIN STREET, BEACON, NY**

WHEREAS, the City of Beacon Planning Board received an application for the renovation of an existing building located at 473 Main Street.

WHEREAS, in accordance with the requirements of the SEQRA process, the Planning Board is notifying the City of its intent to declare itself lead agency unless an objection is submitted within 30 days of the notification letter.

NOW, THEREFORE BE IT RESOLVED THAT the City Council declares _____ as lead agency with respect to the project at 475 Main Street.

Resolution No. ____ of 2017			Date: <u>August 7, 2017</u>				
<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
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

RESPONSE FORM TO CITY OF BEACON PLANNING BOARD

To: City of Beacon Planning Board

From: City of Beacon City Council

Date: _____

Subject: **475 Main Street, Tax Map No. 6054-37-076730**
Designation of Lead Agency in Accordance with SEQRA

With respect to the declaration that the City of Beacon Planning Board intends to serve as the Lead Agency for the environmental review of applications for the renovation of an existing building to add a two-story rear addition resulting in seven (7) apartments and a retail storefront, the above identified agency:

[please check one box below]

- ☐ Has no objection to the Planning Board serving as Lead Agency.
- ☐ Takes no position with respect to the Planning Board serving as Lead Agency.
- ☐ Objects to the Planning Board serving as Lead Agency.

Printed Name



CITY OF BEACON New York

James Sheers
Planning Board Chairman

Planning Board

845-838-5002

July 20, 2017

City of Beacon City Council
City of Beacon Zoning Board of Appeals

Subject: **475 Main Street, Tax Map No. 6054-37-076730**
Designation of Lead Agency in Accordance with SEQRA

Dear Sir/Madam:

The City of Beacon Planning Board is hereby notifying you that it has received an application for the renovation of an existing building to add a two-story rear addition resulting in seven (7) apartments and a retail storefront. The property is located on Main Street within the Central Business, Parking Overlay and Historic District and Landmark Overlay Zoning Districts.

The City of Beacon Planning Board hereby declares its intent to serve as the Lead Agency for the environmental review of the proposed action. Further, the City of Beacon Planning Board is hereby notifying you that, in accordance with the provisions of the State Environmental Quality Review Act (SEQRA), the Planning Board will automatically become the Lead Agency unless you submit a written objection to the Board within 30 calendar days of the mailing of this notification. Enclosed for your use, if you choose, is a form for responding to the Planning Board.

In accordance with the requirements of SEQRA, enclosed for your review are Part 1 of the Full Environmental Assessment Form (EAF) which has been prepared by the project sponsor for the proposed action, and a copy of the application.

Very truly yours,

Jay Sheers, Chairman

Enclosures: 3

cc: Lt. Timothy P. Dexter
Arthur R. Tully, PE
Jennifer L. Gray, Esq.
John Clarke, City Planner
Aryeh Siegel, Project Architect

City of Beacon Council Agenda
8/7/2017

Title:

July 3 Minutes

Subject:

Background:

ATTACHMENTS:

Description	Type
07032017 draft minutes	Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on July 3, 2017. Please note that the video recording of this meeting is available at <http://vimeo.com/channels/40154>.

Council Members Present:

Lee Kyriacou, At Large
George Mansfield, At Large
Peggy Ross, Ward One
Ali Muhammad, Ward Four
Randy Casale, Mayor

Also Present:

Anthony Ruggiero, City Administrator
Nick Ward-Willis, City Attorney

Council Members Absent/Excused:

Omar Harper, Ward Two
Pamela Wetherbee, Ward Three

A moment of silence was observed for those who serve and have served in the US military

First Opportunity for Public Comments: Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight.

Speakers:

Ronna Lichtenberg: Spoke about the connection between job development and residential development. Would like to bring manufacturing back to Beacon. Is impressed with the revitalized Main Street. Would like to create more weekday traffic on Main Street.

Theresa Kraft: So much history took place here during the Revolutionary War and now feels like our city is under attack. See attachment 1.

Michal Mart: Thanks the Council for all their work. Asked that they take a pause on approving new development. Decisions about development are often based on data provided by the developers themselves. The median home price in Beacon is the highest in Dutchess County.

Dennis Pavelock: Participated in the City-wide yard sale. Did not feel that there was enough signage to encourage visitors to the participants at the Rec. Dept. Gave details about the July 3 Reading of the Declaration of Independence. Asked about the Kristie Drive drainage project.

Ana Joanes: Agrees with Michal that the city should take a pause. Wants development that is thoughtful and mindful. Read a letter from Joan and Peter Underwerger: We need to plan for the future by thinking about infrastructure. Does not feel that the PB and ZBA have been making good decisions.

Lisa Alvarez: Mentioned the crosswalk that was recently painted but the City did not eliminate the parking spaces. Urged for a moratorium on development projects until we can assess the impact. Added that we need to keep the community diverse.

Kelly Ellenwood: See attachment 2

Jeff Domanski: Would like the City to look at the climate impact. Need to take a pause on development. We should follow best practices and follow the energy code.

Kristen Flynn: Gave details on school district data. Agrees that the City should halt development and assess the situation.

Beth Poague: Asked for a moratorium. Is worried about the rate of expansion. Feels like a correction is coming soon. We need to continue to grow but should do so slowly. This City has been revitalized by its long term residents, not by developers.

Elaine Ciaccio: In favor of a moratorium on development. Feels that we will reach capacity on Water usage soon. Gave statistics on water and the population. Asked about the outcome of the Liberty Street site (possible well water). Agrees the City should step back.

Samantha Britton: Agrees with everyone's comments. Spoke about the need for more affordable housing. Since 49% of the city's students are eligible for free lunch feels that the priority should go to single mothers and families.

Antony Tseng: Supports the moratorium. Has lived here for 18 years. The allure of Beacon is the River, the mountains and the art and the community. Believes that increasing the tax base to help with infrastructure is a vicious cycle. [See attachment 3](#)

Michael Haimes: Moved here 6 months ago on a friend's recommendation. Believes that job creation and housing are related. Would like to live here and start a business here. The future of jobs now is in the tech industry. Wants to start a business here and train young people for those jobs but does not want to upset the long-term residents by going against what they want for Beacon.

Meredith Heuer: Advised that she is a member of the school board and gave statistical info about the impact of development on the school district resources. Stated that she does not think that the school district has recovered from the recession. Supports a pause in development.

Rodney Weber: Advised that he respects the Council for the work they've done on the Comprehensive Plan and the Waterfront plan. Applauds John Clarke's recent report. Agrees about the importance of greenspace. Concerned about the effects of a moratorium and its impact on economic development.

Community Segment:

I AM Beacon: Brenden Willard gave details on the pod cast project and invited participation.

Council Member Reports:

Ali Muhammad: Appreciates everyone who attends meetings and those who watch on television. Would like council to look into the possibility of turning the old highway garage into a BOCES.

Omar Harper: Excused.

Lee Kyriacou: Noted that during the Comprehensive Plan revision project several hundred people were involved. Is interested in hearing everyone's views. Can we workshop the idea of relocating the Tironda Bridge.

George Mansfield: Appreciates everyone's opinions on the development issue. Advised that he and his fellow council members would never compromise the future of the City. The loudest voices have no more say than the softest voices in our town.

Pam Wetherbee: Excused

Peggy Ross: Appreciates the public's opinions. Noted that the Comprehensive Plan was developed through civic engagement. Feels that the moratorium is a short-term solution. Would like to discuss a more stringent approach to granting variances. Appreciates the idea of light industrial zoning. Cautioned about painting all developers with the same brush. We should distinguish between good development and predatory development.

Mayor Randy Casale: Assured that the public's concerns are being heard. Read a letter from a resident thanking the Fire Department for their assistance with a bike injury.

Anthony Ruggiero: Advised that City Hall will be closed tomorrow but the pool will be open. Gave details about the summer camp and the drop in center.

Jerry Landisi: Gave details about the senior picnic and the Dutchess County Human Right Commission Listening Sessions.

Resolutions, Ordinances and Local Laws:

1. Resolution to Awarding the Bid for the Kristy Drive Drainage Project

- Motion by Council Member Muhammad, second by Council Member Mansfield
5-0

2. Resolution to Accept the Dedication of a Portion of Judson Street

- Motion by Council Member Muhammad, second by Council Member Mansfield
5-0

3. Resolution to Award the Bid for the Control and Telemetry for the Water System Project

- Motion by Council Member Mansfield, second by Council Member Ross
5-0

4. Resolution to Award the Bid for the Generator Service

- Motion by Council Member Muhammad, second by Council Member Mansfield
5-0

Approval of Minutes:

5. Minutes of June 5 and June 19, 2017

- Motion by Council Member Kyriacou, second by Council Member Muhammad
5-0

Second Opportunity for Public Comments: Each speaker may have one opportunity to speak for up to three minutes on any subject matter on which the Council can take action.

Speakers:

Gary Pavlovic: Lived here in the 40s and 50s when Beacon was very nice. Then came back and it was not so nice. Does not want to see the momentum stop.

Braden Smith: Understands that we just completed the update to the Comp Plan. The Comp Plan is intended to be a long-term document. There is a lot of development activity which will affect the population-the schools, the traffic and parking and water. The moratorium is an opportunity to take a break and make sure that the City can handle this growth.

Paula Barris: As the owner of the new hotel, thinks that the moratorium will be a mistake. It is smart to grow economically. Has created jobs for 15 people, uses local food and produce.

Adjournment:

- Motion by Council Member Muhammad, second by Council Member Ross
5-0

Next Workshop: July 10, 2017

Next Meeting: July 17, 2017

City of Beacon

City Council meeting 7-3-2017

Theresa Kraft - Statement read during public comment

As we look towards the sky this Fourth of July celebrating our country's Independence Day lets reflect on our own cities Historic Heritage. To the men who stood guard and kept the signal fires burning on top of Mount Beacon as a series of alarm posts to alert the troops of pending attacks. So much American Revolutionary War history took place in this historic Hudson Valley and what is know today as the City of Beacon. Alexander Hamilton billeted at the De Peyster House near Dennings Point for its accessibility to the Generals headquarters located across the river in Newburgh. Mount Gulian served as the headquarters of Major General von Steuben, and General George Washington made visits to the Madam Brett Homestead, and routed his troops over Mt. Beacon to his encampment at the Fishkill Supply Depot.

Again this strategic location is under attack, with the revolution of overdevelopment, the one that is on the verge of splitting Beacon into two sides. Gentrification of the haves and the have nots will happen all along the river and waterways. We're seeing a big push for high density development, which at some point will make our life long residents feel the financial burden to relocate out of their family homes, and this community. We know all to well that routine happened here before. I don't dismiss anything when so much money is at stake. Our city's budget only talks about increasing the tax base and less about what it's residents want and need. Development is probably the only course of action our local government will take along with New York State.

Profit. That says it all right there. There's a value to such a connection to the river and even the "developers" recognize it.

It's an exciting, but yet again, a volatile time to be living in Beacon. To see all the possibilities. To create a dynamic Beacon while preserving our undeveloped lands, historic overlays and natural resources for they are this city's real treasures, the scenic vistas and the strategically located and majestic waterfront that originally brought our Founding Fathers and Madame Brett to our shorelines and into our history books, they must be protected from over development and expansion.

Beacon should be expanding its historic overlay districts rather than allowing development to encroach on it.

We have the rare opportunity to set the standard here in the Hudson Valley for how to do revitalization right! We must make sure our collective vision for Beacon is seen, as well as heard, and that open communication with our appointed and elected officials is vital. The decisions we make together in these times will define the new renaissance of Beacon only while honoring and preserving its past can we bring it into our future history books.

Theresa Kraft [914-456-3258](tel:914-456-3258)



**Beacon Arts
Community Association**
P.O. Box 727
Beacon, NY 12508
www.beaconarts.org

July 3, 2017

The Honorable Randy Casale
Mayor, City of Beacon
One Municipal Plaza
Beacon, NY 12508

Re: 23-28 Creek Drive and other parcels currently zoned for Light Industry or Commercial Use

Dear Mayor Casale (cc City Council, City Administrator),

On behalf of the makers, artisans and innovators that reside in Beacon, and those who are interested in creating more jobs and opportunities for all of our citizens, the Board of Directors of BeaconArts would like to request that the City-owned property located at 23-29 Creek Drive remain zoned for Light Industry. I have read the RFP for the former Department of Public Works property, and I am dismayed to see that the City believes that this site is best suited for residential development and/or other compatible uses. There are also many other parcels around the city that are being considered for residential that we request remain zoned for Light Industry or Commercial use.

We are in agreement that urban planning is a complicated process, and that density of population can make sense within the confines of a City, if done thoughtfully. However, our city also needs places preserved and promoted for light industrial "Maker Space" use. Innovation in manufacturing and job creation is shifting towards a shared space and resources model, and we believe that by keeping available and eventually establishing spaces for these types of light industry (i.e. [Niche Modern](#), [Wickham Solid Wood Studio](#), [ModCraft](#), [Rexhill Furniture](#)) or [innovative start-up hubs](#) is the most important consideration now for our city and for our city's future. In the past, Beacon was host to many successful traditional industries, and thrived during that period. Beacon's current profile as a home to creative endeavor must be sustained and encouraged. Beacon's future to once again be a hub of industry and of imagination can be achieved, by leveraging our creative community now and encouraging the establishment of innovative maker spaces.

Thank you for your consideration.

Kelly Ellenwood
President, BeaconArts
(845) 863-9964
kellenwood@beaconarts.org

BeaconArts Board of Directors: Theresa Goodman (Vice-President); Aaron Verdile (Treasurer); Erica Hauser (Secretary); Pamela Dailey, Sommer Hixson, Terry Nelson, Rick Rogers (At Large)

cc: Peggy Ross, Ward 1; Omar Harper, Ward 2; Pam Wetherbee, Ward 3; Ali T. Muhammed, Ward 4; George Mansfield, At Large; Lee Kyriacou, At Large; Anthony Ruggiero, City Administrator

Subject: Re: Moratorium

My name is Antony Tseng. I live at 18 Rende Dr in Beacon, NY. I am here to represent myself as a citizen of Ward 4.

I wanted to speak in support of the moratorium. I have lived in Beacon for 18 years so I'm not sure if I am new Beacon or old Beacon. It is my opinion that a moratorium would appeal to both.

I am not anti-development. However, while variances are granted to build multi-unit projects, we still have empty buildings and large lots that can be subdivided further. If we are back to our peak population in 1950, then now would be a good time to go through some vision development on what Beacon could look like decades from now.

I am not against affordable housing. We want our teachers, teacher's assistants, cooks, security guards, and other staff in our schools with their families to afford Beacon.

The allure of Beacon is not dense building construction. The allure of Beacon is the River, the Mountain, the People, the Art, the Beer, and most importantly the space. Of note when I moved to Beacon, the Art was picking up and I don't remember that much beer. But what Beacon had to offer the residents was a community with families varying from single to multi-generations. The success of Beacon is a functional relationship of the community that resides here.

As you know, Beacon is currently thriving on a tourist economy. While our comprehensive plan preserves some spaces, I believe the rate of variances and site-plan approvals, while individually evaluated, are not summarily in sync like missing the forest within the trees. I am glad to hear from the Mayor that the Comprehensive Plan is a live document. I echo Lee Kyriacous' statement that as we become more urban, this raises the stakes on how we do that, and it is important to get it right. The new structure at the old Beacon Salvage on Churchill St has now guaranteed that a trail along Fishkill Creek along that property is probably now forever lost. We don't have a hardware store anymore. We have also lost some of our industrial commerce and we can do more than letting our city simply turn into a bedroom community. We can debate theories or we can pause for further study. Once we lose the tourists, what is next?

The belief that seeking a larger tax base simply to make infrastructure upgrades cheaper to residents is not a multi-dimensional solution as we succumb to a cycle where we need to increase capacity, which means we need to upgrade our infrastructure, so we increase our tax base by increasing development to pay for it, which generates more need to increase capacity, which means we need to upgrade our infrastructure, etc.

I believe a moratorium would help focus Beacon towards a longer term vision beyond the comprehensive plan.

Thank you Mayor and City Council for your time and service.

City of Beacon Council Agenda
8/7/2017

Title:

Budget Amendments 080717

Subject:

Background:

ATTACHMENTS:

Description	Type
080717 budget amendments	Budget Amendment

Council Budget Amendments
August 7, 2017 Meeting

1. Amend the 2017 Law Budget to account for unanticipated expenses for March, April, May and June of 2017. Below is the proposed budget amendment:

Transfer to:

A -01-1420-450454-	EMPLOYEE DISCIPLINE - G	<u>\$ 66,867</u>
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Transfer from:

A -01-1990-400001-	CONTINGENCY FUND	<u>\$ 66,867</u>
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2. Amend the 2017 Public Building Budget to replace cameras at City Hall that were damaged by the weather. Below is the proposed budget amendment:

Transfer to:

A -01-1620-250000-	PURCHASE EQUIPMENT	<u>\$ 21,110</u>
--------------------	--------------------	------------------

Increase Revenue:

A -03-3120-268000-	INSURANCE RECOVERIES	<u>\$ 11,852</u>
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Transfer from:

A -01-1990-400001-	CONTINGENCY FUND	<u>\$ 9,258</u>
--------------------	------------------	-----------------

3. Amend the 2017 Budget to move amounts to Capital to fund the Capital Plan approved in April of 2017. Below is the proposed budget amendment:

Council Budget Amendments
August 7, 2017 Meeting

Transfer to:

A -11-9950-900300-	INTERFUND TRANSFER TO CAPITAL	<u>\$ 1,721,346</u>
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Transfer from:

A -0-0000-091100-	FUND BALANCE	<u>\$ 1,721,346</u>
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Transfer to:

F -11-9950-900300-	INTERFUND TRANSFER TO CAPITAL	<u>\$ 498,800</u>
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Transfer from:

F -0-0000-091100-	FUND BALANCE	<u>\$ 498,800</u>
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Transfer to:

G -11-9950-900300-	INTERFUND TRANSFER TO CAPITAL	<u>\$ 1,456,690</u>
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Transfer from:

G -0-0000-091100-	FUND BALANCE	<u>\$ 1,456,690</u>
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4. Amend the 2017 Recreation Budget to account for the approved Summer Camp program. Below is the proposed budget amendment:

Increase Revenue:

A -07-7140-200108-	SUMMER CAMP FEE	<u>\$ 49,753</u>
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Increase Expense:

A -07-7140-478100-	SUMMER PROGRAMS	6,620
A -07-7140-173100-	SUMMER PLAYGROUND COUNSELORS	42,325
A -07-7140-820000-	SOCIAL SECURITY	3,744
A -01-1980-400099-	MCTMT PAYROLL TAX	165
		<u>\$ 52,854</u>

Transfer from:

A -07-7140-200100-	RECREATION FEES	<u>\$ 3,101</u>
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Respectfully submitted,
Susan K. Tucker CPA