



CITY OF BEACON, NEW YORK  
ONE MUNICIPAL PLAZA  
BEACON, NY 12508

Mayor Randy Casale

Councilmember Lee Kyriacou, At Large

Councilmember George Mansfield, At Large

Councilmember Terry Nelson, Ward 1

Councilmember John E. Rembert, Ward 2

Councilmember Jodi M. McCredo, Ward 3

Councilmember Amber J. Grant, Ward 4

City Administrator Anthony Ruggiero

**City Council Workshop Agenda**  
**March 26, 2018**  
**7:00 PM**

**Workshop Agenda Items:**

1. Sunlight Beacon - (solar field at former City landfill) Presentation
2. 100 Main Street Development Presentation
3. City of Beacon Comprehensive Water Supply Plan
4. Edgewater special use permit
5. Bridge St Contract
6. Hudson River Trail Resolution
7. Realtors In Rem Process
8. Fee Schedule - Trees
9. Discussion of Chapter 134 and Chapter 223, Section 24.7 of the Code of the City of Beacon Historic Preservation.
10. Rehabilitation of Fishkill and Teller Avenues
11. Resolution regarding announcement of appointments
12. Proposed Budget Amendments

**Upcoming Public Hearings**

1. Upcoming Public Hearing on April 2 to receive public comment on a proposed local law to amend Chapter 134 and Chapter 223, Section 24.7 of the Code of the City of Beacon Historic Preservation.
2. Upcoming Public Hearing on April 2 to receive public comment on a proposed Local Law to create Section 223-26.4 of the Code of the City of Beacon concerning Short-Term Rentals

**Executive Session:**

1. Executive Session: Personnel

**CITY OF BEACON**

**PROFESSIONAL SERVICE AGREEMENT  
BRIDGE STREET BRIDGE  
FISHKILL CREEK  
BEACON, NY**

**THIS AGREEMENT**, bearing the date set forth on the signature page, by and between the City of Beacon, a municipal corporation, at One Municipal Plaza, Suite One, Beacon, New York 12508 (hereinafter referred to as the "City") and Dr. Francis E. Griggs, JR. (hereinafter referred to as the "Consultant") with an office located at 30 Bradt Road, Rexford, NY 12148.

**WHEREAS**, the City wishes to obtain the professional services of the Consultant; and

**WHEREAS**, the Consultant has the knowledge, skill and capability to perform such services for the City;

**NOW THEREFORE**, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **SCOPE OF SERVICE**. The City hereby engages the Consultant to perform a visual examination of the existing bridge across Fishkill Creek known as the Bridge Street Bridge (the "Bridge") and prepare a final report setting forth possible rehabilitation options. The Consultant's services shall include:
  - a. **Preliminary Visual Inspection**: The Consultant and his assistant shall travel to the Bridge site to conduct a preliminary visual inspection of the Bridge. The Consultant and his assistant shall take digital photographs of the Bridge and take measurements of all bridge elements. The fees for this component of the services shall not exceed Two Thousand Seven Hundred (\$2,700) Dollars. The Consultant's hourly rate is \$125/hr and the hourly rate of any of his assistants is \$40/hr.
  - b. **Structural Design**: Dan Degenaro, P.E., whose hourly rate is \$120/hr, shall prepare measured sketches and a structural design using pedestrian loading. The fees for this component of the services shall not exceed Two Thousand (\$2,000) Dollars.
  - c. **Review Structural Reports**: The Consultant shall review all available information and structural reports concerning the Bridge Street Bridge. The fees for this component of the services shall not exceed Five Hundred (\$500) Dollars.
  - d. **Final Report**: The Consultant shall prepare a report describing the existing condition of the Bridge and propose a plan to rehabilitate it. The final report shall set forth possible rehabilitation measures and a preliminary cost estimate for the recommended rehabilitation measures. The fees for this component for the services shall not exceed

Four Thousand (\$4,000) Dollars. The Consultant acknowledges and agrees that his final report shall be submitted to the City of Beacon on or before July 1, 2018.

- e. Presentation: The Consultant shall present a report to the appropriate City Board or to the City Council. The fees of this component of the services shall not exceed One Thousand Seventy (\$1,070) Dollars. This Agreement includes one such presentation.
2. **COMPENSATION**. As full and complete consideration for the services so rendered, the City shall pay a total sum not to exceed Nine Thousand Two Hundred Seventy (\$9,270) Dollars, which sum includes all costs and expenses incurred by the Consultant and any assistant or consultant in performing the services, unless otherwise adjusted by an amendment to this Agreement.

Payment for the Consultant's services shall not be made to the Consultant until after the Consultant presents his final report to the appropriate City Board or to the City Council. Thereafter, payment of the above consideration shall be made to the Consultant following submission of invoices, in a form satisfactory to the City, setting forth dates, times and types of services rendered and fees payable.
3. **INSURANCE**. The Consultant shall, at its sole cost and expense, maintain the insurance coverage described in Schedule A, attached hereto, on its own behalf, and shall furnish to the City upon or prior to execution of this Agreement, certificate of insurance evidencing same and reflecting the effective date of such coverage.
4. **INDEPENDENT CONTRACTOR STATUS**. The Consultant and all employees, assistants, consultants and agents thereof shall be independent contractors to the City of Beacon and shall not claim or receive any benefit or privilege conferred to the City's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. The City shall not be responsible for the Consultant's compliance with any local, state or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for the Consultant or any employee, assistant, consultant or agent thereof.
5. **DEFENSE AND INDEMNIFICATION**. The Consultant agrees to the fullest extent permitted by law to defend, indemnify and hold the City, its Administrator, officers, officials, and employees harmless from any and all losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the City on behalf of any party, in connection with or arising directly or indirectly from the services provided pursuant to this Agreement and/or a breach of this Agreement by Consultant his employees, consultants or assistants.
6. **TERM**. This Agreement shall commence on the date set forth herein and shall continue in effect, through and including August 1, 2018, unless earlier terminated as provided herein, or unless extended by mutual written agreement signed by both parties.
7. **TERMINATION**. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, the Consultant shall cooperate with the City in transferring any files whether in paper, digital or any other format. The Consultant shall

be paid on an hourly basis (Consultant at \$125/hr, Dan Degenaro at \$120/hr, Assistants at \$40/hr), for all work performed in accordance with this Agreement through the date of termination provided such compensation shall not exceed the total sum due under this Agreement (\$9,270). Consultant shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

8. **RIGHTS IN WORK PRODUCT.**

- a. Material or work produced under this Agreement by the Consultant shall be considered “work for hire” and owned exclusively by the City. The Consultant shall not claim or assert any interest, proprietary or otherwise, in any materials or work required to be produced or delivered under this Agreement. The Consultant assigns all rights, title, and interest to such materials and work to the City. The Consultant will cooperate and take all necessary action to facilitate such assignment to the City.
- b. Consultant warrants that any material produced pursuant to this Agreement shall be original except for such portion from copyrighted works that: (i) may be included with the copyright owner’s permission; (ii) contain no libelous or unlawful statements or materials; and (iii) will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others.

9. **QUALIFICATION OF CONSULTANT.** Consultant specifically represents and covenants that he and his employees, consultants and assistants have and shall possess the licenses, experience, knowledge and skills necessary to qualify the Consultant, his consultants and assistants to perform the services described in Paragraph 1. The Consultant accepts the relationship of trust and confidence established between the City and the Consultant by this Agreement. The Consultant represents that he is qualified and properly staffed to provide the services required of the Consultant under this Agreement, in a timely manner. The Consultant agrees to furnish his services in a manner consistent with the industry standard of care and to cooperate with the City and its representatives in performing his services and in furthering the interests of the City.

10. **COMPLIANCE.** The Consultant, his employees, consultants and assistants shall comply with all laws, rules and regulations applicable to the work and/or services to be performed hereunder.

11. **NON-ASSIGNMENT.** The Consultant may not assign, transfer or convey any of its respective rights or obligations under this Agreement or subcontract any portion of the services set forth herein, without prior written consent of the City, which consent may be withheld for any reason whatsoever or for no reason.

12. **NOTICE.** A bill, statement, notice or communication required to be given to the City pursuant to this Agreement shall be made in writing and addressed as follows:

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



If such bill, statement, notice or communication is faxed or emailed, it shall be effective the next business day, if no notice of an error in transmission is received by the sender. If such bill, statement, notice or communication is personally served, it shall be effective immediately. If such bill, statement, notice or communication is given by an overnight carrier, the same shall be effective when received, but in any event, it shall be effective no later than two (2) business days after deposit with the overnight carrier. If such bill, statement, notice or communication is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United State mail.

13. **NON-WAIVER**. No failure by the City to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the City of any services during the continuance of any breach, shall constitute a waiver of any breach or of any term, covenant, agreement or provision.
14. **MODIFICATION OR AMENDMENT**. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.
15. **ENTIRE UNDERSTANDING**. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and representations are merged herein and are of no further force and effect.
16. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Dutchess County, New York.
17. **CONSTRUCTION**. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
18. **SEVERABILITY**. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CONSULTANT**

**CITY OF BEACON**

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Dr. Francis E. Griggs, Jr.

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Anthony Ruggiero

## **SCHEDULE A**

The Consultant shall, at its sole cost and expense, maintain the following insurance coverage on its own behalf, and shall furnish to the City upon or prior to execution of this Agreement, one or more certificates of insurance evidencing same and reflecting the effective date of such coverage:

Worker's Compensation and Employers Liability Policy, covering operations in New York State. Alternatively, if Consultant maintains a solo-practice with no employees, provide an exemption from the Worker's Compensation Board.

Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage.

Umbrella Liability, with limits of no less than \$1,000,000, including coverage for General, Automobile and Professional Liability.

Professional Liability, with limits no less than \$1,000,000.

Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon. Policies that lapse and/or expire during term of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.

Consultant shall furnish to City of Beacon Certificates of Insurance as evidence of coverage prior to commencement of work and naming the City of Beacon, its officers, officials and employees as an Additional Insured on the Commercial General Liability and Umbrella Policies.

The cost of furnishing the above insurance shall be borne by the Consultant.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.



# Preservation League of NYS

## 2017 OFFICERS

Anne H. Van Ingen, chair  
Jan C. K. Anderson, vice chair  
Karen Arrison, vice chair  
Chiu Yin Hempel, vice chair  
Dede B. Nash, vice chair  
John Sare, vice chair  
Carol Bentel, secretary  
Scott Duenow, treasurer  
Anne G. Older, chair emerita,  
ex-officio

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Ildiko Butler  
David Christensen  
Suzanne Clary  
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Gregory R. Long  
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Dianne S. O'Neal  
Rev. Dr. Thomas F. Pike  
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Mark W. Warren  
Charlotte Worthly  
Caroline Rob Zaleski

Jay DiLorenzo  
*President*

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Paul R. Provost  
Robert C. Quinlan  
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Robert D. Snedeker  
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Cynthia C. Wainwright  
Diana S. Waite  
Steven J. Weiss

June 28, 2017

Anthony Ruggiero, City Administrator  
City of Beacon  
1 Municipal Plaza  
Beacon, NY 12508

Re: Bridge Street Bridge Comprehensive Condition Report

Dear Mr. Ruggiero,

We are pleased to inform you that in response to your application to the Preserve New York Grant Program, a grant of \$8,216.00 has been approved for the Bridge Street Bridge Comprehensive Condition Report. We are delighted to support your efforts to complete this project.

The award is being made with the following agreements between the Preservation League and City of Beacon:

1. The grant will be used as support for costs associated with the completion of a Comprehensive Condition Report.
2. The scope of the project will include analysis of existing conditions of the Bridge Street Bridge, recommendations for repair, restoration and treatment, cost estimates, and a final report.
3. The work will be completed by Frank Griggs and DeGennaro Engineering, who will serve as consultants to the City of Beacon.
4. The project will be completed in accordance with the standards of the New York State Office of Parks, Recreation and Historic Preservation (SHPO).
5. The final product will be a Condition Report of the Bridge Street Bridge, based on National Park Service standards, including supporting documentation (maps, photographs, etc.).
6. The City of Beacon will submit a hard copy of the final product to the Preservation League no later than 12 months after the signing of this agreement.
7. The City of Beacon will notify the Preservation League of any changes to the project prior to the commencement of work. Any changes to the scope,

consultant or timetable will require the prior approval of the Preservation League.

8. The following language must be used when crediting the grant in print:  
Preserve New York is a signature grant program of the New York State Council on the Arts and the Preservation League of New York State. Preserve New York is made possible with the support of Governor Andrew M. Cuomo and the New York State Legislature. *Important Note: The consultants must be notified of this requirement.*

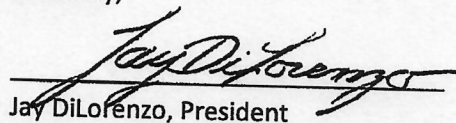
If you agree with the above terms of the grant, please sign both copies of this agreement. Return a copy to the Preservation League and retain the original for your files. Failure to respond within 30 days may cause the award to be withdrawn.

In addition, please send a copy of your contract or letter of understanding between your organization and your consultant. Upon our receipt of this agreement letter and your contract with the consultant, the Preservation League will issue a check for the grant amount.

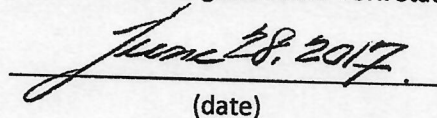
We request that you assist us in making the official announcement of your award. **Please do not send your own press announcement about this grant award.** Specific instructions for how to proceed with media coverage are provided in a separate memorandum with this mailing. Please follow the instructions to ensure visibility of the project and proper credit. Once official press notification has occurred, we would appreciate receiving copies of any articles about this project. Please contact Erin Tobin, Director of Preservation, at 518-462-5658, ext. 12, to discuss assistance with publicity.

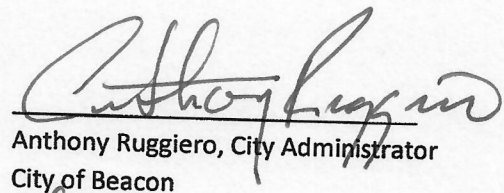
On behalf of the Preservation League, I send our best wishes.

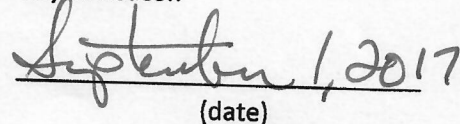
Sincerely,

  
Jay DiLorenzo, President

Preservation League of New York State

  
(date)

  
Anthony Ruggiero, City Administrator  
City of Beacon

  
(date)

CC: Frank Griggs, DeGennaro Engineering



Council on  
the Arts



Preservation  
League of NYS



ROBERT DAVID LION GARDINER  
FOUNDATION

## PRESERVE NEW YORK

*A signature grant program of the New York State Council on the Arts (NYSCA) and the Preservation League of New York State, with additional support from The Robert David Lion Gardiner Foundation*

### 2017 APPLICATION FORM

Please complete and electronically submit this form, attachments, and ALL required supporting materials as described in the attached instructions (last page). Applications submitted after **March 27, 2017** will not be accepted. Only one request per group will be accepted for this program. Applicants cannot seek funding from Preserve New York and the New York State Council on the Arts for the same project. State agencies, groups that steward state-owned buildings, NYS-owned sites, religious institutions, and private property owners are ineligible to apply.

For further information, Frances Gubler, Preservation Associate, 518-462-5658 x 10 or fgubler(at)preservenys(dot)org.

1. This application is for support of (check only one):

Historic Structure Report (HSR)      Building Condition Report (BCR)      Cultural Landscape Report (CLR)  
Cultural Resource Survey (CRS)

2. Historic Resource: \_\_\_\_\_ County \_\_\_\_\_

Address: \_\_\_\_\_

Use: \_\_\_\_\_

Date of Construction: \_\_\_\_\_ Landmark Status: \_\_\_\_\_

NYS Assembly District # \_\_\_\_\_ Assembly Member \_\_\_\_\_

NYS Senate District # \_\_\_\_\_ Senator \_\_\_\_\_

US Congressional District # \_\_\_\_\_ Congressperson \_\_\_\_\_

3. Applicant/Owner: \_\_\_\_\_ County \_\_\_\_\_

Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Project Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone (day): \_\_\_\_\_ (other): \_\_\_\_\_ (e-mail): \_\_\_\_\_

Federal Tax Identification Number (required): \_\_\_\_\_

Applicant status as of March 27, 2017 (check one):      501(c)3 of US IRC      Unit of Local Govt.

Organization/Agency's Current Annual Budget: \$ \_\_\_\_\_

Incorporation Date, for nfp applicants only: \_\_\_\_\_

Do you own your building? \_\_\_\_\_ If "no," please give the length of your lease: \_\_\_\_\_

*\*Please note that the Preservation League can only consider lease agreements for site-specific project requests (HSR, BCR, CLR) that are at least 6 years or longer as of March 27, 2017.*

4. Project Budget \_\_\_\_\_ Grant Request \_\_\_\_\_ Match \_\_\_\_\_  
*The Preservation League requires that the applicant demonstrate at least a 20% cash match toward the total project cost (consultant fees).*
5. Project Consultant \_\_\_\_\_  
 Name: \_\_\_\_\_ Telephone (day): \_\_\_\_\_  
 Address: \_\_\_\_\_ e-mail: \_\_\_\_\_

#### **APPLICANT BACKGROUND**

6. Does the organization or municipal agency have professional staff? Yes (Total # \_\_\_\_ ) No
7. If yes, attach a list of staff members relevant to this project. Indicate their titles, full-time or part-time status, and the number of years with the group. Also enclose a list of the Board of Directors, City/Town/Village Council Members and/or project committee. Indicate their professions.
8. On a separate page, please list the applicant organization's mission statement.
9. If the applicant is a not-for-profit group, indicate the figures for membership as of March 27, 2017: \_\_\_\_\_  
*For cultural institutions:* In the allotted space below, give the 2016 visitation/attendance figures and the 2017 hours/days of operation, explaining as necessary how the applicant meets (or plans to meet) the requirement of being open for 120 days/year:
10. Briefly list recent preservation activities undertaken by the applicant group below (if any):
11. Has the applicant received New York State Council on the Arts (NYSCA) funding in the past?  
 Yes No

Indicate the program, the most recent year(s), and amount(s) and include any General Operating Support (GOS) received:

<u>Program</u>	<u>Year</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. Has the applicant registered/will register for any NYSCA program support by the 2017 deadline? \_\_\_\_Yes \_\_\_\_No  
 If yes, indicate program and amount of request:

<u>Program</u>	<u>Amount requested</u>
_____	_____
_____	_____
_____	_____

13. Municipalities only: Is your municipality a Certified Local Government (CLG)?      Yes      No  
If yes, have you received funding from the CLG Program during the past three      Yes      No  
years? Which year(s) and what projects?

If your municipality will apply for CLG funding in 2017 for a project, please describe in the space below:

### THE HISTORIC RESOURCE(S)

14. In the space below, briefly state the property's historic and/or architectural significance. Mention building dates and architects.

15. Describe any threats to the resource(s) in the space below:

16. Were any previous reports/surveys completed for the historic resource(s) of this project?

\_\_\_ Yes \_\_\_ No      If yes, list when, by whom, and the results of this earlier work in the space below:

17. Please provide a brief, **one paragraph** summary of the project below:

18. In a *separate summary letter*, please elaborate on the project by describing how the intended project meets the following evaluation criteria (do not exceed two pages):

- a. Historic Preservation and Project Excellence
  - architectural and historic significance of the building, landscape or area
  - appropriateness of the project budget and consultant(s)
  - likelihood that significant restoration or planning work will result
- b. Fiscal and Managerial Competence
  - applicant's ability to carry out the project within a stated schedule
  - applicant's ability to raise sufficient funds to complete the project
  - how this project fits with the applicant's long-term or strategic plan
- c. Service to the Public
  - arts and cultural public programming
  - public programs meeting a community need
  - local project support



**HISTORIC STRUCTURE REPORT, BUILDING CONDITION REPORT & CULTURAL LANDSCAPE REPORT REQUESTS ONLY:**

*The applicant must own or have a long-term (at least 6 year) lease on the subject property by March 27, 2017.*

19. The scope of work will include the following (check all that apply):

- description of historic development of resource
- analysis of existing conditions
- recommendations for repair/restoration/treatment
- cost estimates
- measured building drawings (plans and elevations)
- sketch building drawings (plans and elevations)
- landscape plans (site plans, planting plans)
- photographs
- other (please describe): \_\_\_\_\_

20. Will the report inform future restoration of the structure/landscape?

\_\_\_\_ Yes    \_\_\_\_ No    \_\_\_\_ Uncertain    If yes, when? \_\_\_\_\_

If "no" or "uncertain," briefly describe what else will need to be accomplished before restoration can begin:

21. Describe the capital fundraising plans for commencing restoration:

**CULTURAL RESOURCE SURVEY REQUESTS ONLY:**

22. Explain how the scope of the survey has been defined (are the survey boundaries geographic, political or thematic?):

23. This project is a:    \_\_\_\_ reconnaissance level survey    \_\_\_\_ intensive level survey  
\_\_\_\_ nomination to the State and National Registers of Historic Places  
\_\_\_\_ other type: (explain):

24. The estimated number of resources included is:

25. Have you discussed this project with staff of the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP)?    \_\_\_\_ Yes    \_\_\_\_ No    With whom and when?  
\_\_\_\_\_

26. Has OPRHP staff conducted a field visit to your project site?    \_\_\_\_ Yes    \_\_\_\_ No

If one is scheduled, what is the date? \_\_\_\_\_

27. Are the resources in an eligible census tract for the New York State Rehabilitation Tax Credit program? Census tract information is online at <https://cris.parks.ny.gov/> or contact the State Historic Preservation Office at 518-237-8643.

Yes    No



## THE PROJECT BUDGET

*The New York State Council on the Arts and the Preservation League expect to see a project budget that reflects the applicant's meaningful commitment to the project. It is also expected that the consultant fee structure reflects the applicant's understanding of the value of these professional services.*

28. On a separate page, please enclose the project budget broken out by sources of income (including your organizational budget) and planned expenses. Lump sum figures are not acceptable.

Income may include both cash support and in-kind donations of labor, materials and services. *Please be advised that the program requires applicants to contribute a 20% cash match of the total project cost.*

Expenses may include consultant labor, in-state travel, telephone, photography, printing, clerical, etc., which are directly related to the project. The grant program will not fund administrative costs on behalf of the applicant.

Please indicate hourly fees/rates or any unit costs of totals shown.

29. As an enclosure, please provide your consultant's scope of work that describes:

- a) tasks to be performed
- b) consultant fees and billing rates
- c) time schedule
- d) what will be included in final product(s) and/or report(s).

30. Other sources of funding (if any) for this project including from your group:

<u>Source</u>	<u>Amount Requested</u>	<u>Date Requested</u>	<u>Status</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

31. Recognizing that full funding of the grant request may not be possible, describe what your group will do if only partial support is provided:

## **INSTRUCTIONS FOR ASSEMBLING THE PRESERVE NEW YORK APPLICATION PACKETS**

Your cooperation with the following guidelines will greatly assist us with the review process.

- *Landmark Status* for the *historic resource* refers to its designation status: National Historic Landmark, National Register, New York State Register, Local Landmark or Local Historic District, National Register-eligible.
- The *official contact* will receive official notification of the funding decision.
- The *project contact* will be contacted for any site visit by League staff. Both contacts may be the same, but neither should be a consultant or grant writer.
- Municipalities, please include a one-page budget summary, with detail for the department relevant to the application. Please do not send a full municipal budget.
- You will need to submit pdf documents of the application materials. Please upload the documents as **text (.PDF) files, not as image files (.JPEG)**. Photographs must be included as separate image files (.JPEG). Review of your application depends on compliance with this submittal procedure. Please see the list below for additional instructions.
- Support letters may be uploaded with the rest of the application materials, or mailed separately to Preservation League of New York State, Attn: Preserve NY, 44 Central Ave, Albany, NY 12206
- Supplemental materials such as brochures and newsletters are optional and can be uploaded online, or mailed in hard copy format to the address above. Please note that we are unable to return application materials, including publications, photographs, and CDs or images.

### **CHECKLIST OF ENCLOSURES**

Please submit the following items “a-g” below as pdf documents, and item “i” as jpeg images using our online uploader. Submit the completed application online using this link:

**<http://www.preservenys.org/pny-application-upload-2017.html>**

- a. A list of professional staff members or municipal staff relevant to this project.
- b. List of Board of Directors, government officials and/or committee members.
- c. The organization’s or agency’s current annual budget and restricted funds. We do not need an entire municipal budget, only that of the particular department seeking funds.
- d. Summary letter – up to two pages signed by the leader of municipality or organization.
- e. For CRS projects ONLY: Please include a map of the proposed survey area and boundaries.
- f. Consultant(s) resume(s) – **no more than two pages**.
- g. Project budget.
- h. Consultant’s scope of work.
- i. No more than **ten** digital images, each titled with the name of the property/properties, showing the overall exterior of the building(s) or site(s) and relevant details, including areas needing repair as appropriate. For cultural resources survey, a typical streetscape is most helpful. For historic structure or historic landscape reports, an overall photo is recommended. **Digital images must be submitted in the form of JPEG files. Please keep image size between 500KB and 1MB.**

**LIST OF PROFESSIONAL STAFF MEMBERS OR**  
**MUNICIPAL STAFF RELEVANT TO THIS PROJECT**

**List of Professional and Municipal Staff Relevant to this Project:**

**Professional Staff: (Responsible for Project Deliverables)**

Lead Consultants:

- Daniel J. DeGennaro, PE – President, DeGennaro Engineering
- Dr. Francis E. Griggs Jr. – Dist M. ASCE

**Municipal Staff: (Responsible for Project Oversight and Grant Management)**

- Anthony Ruggiero - City Administrator
- Susan Tucker – Director of Finance
- Dave Jenkins – Grants Manager

## **LIST OF GOVERNMENT OFFICIALS**

### List of Current Government Officials

#### Mayor and City Council – Current

Name	Title
<u>Randy Casale</u>	Mayor
<u>Peggy Ross</u>	Council – Ward 1
<u>Omar Harper</u>	Council – Ward 2
<u>Pam Wetherbee</u>	Council – Ward 3
<u>Ali Muhammad</u>	Council – Ward 4
<u>George Mansfield</u>	Council – At Large
<u>Lee Kyriacou</u>	Council – At Large

**City Administrator:** Anthony Ruggiero

## **MUNICIPAL BUDGET**

**CITY OF BEACON  
2017  
TENTATIVE BUDGET SUMMARY**

ARTICLE NO. 362 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEACON THAT THE FOLLOWING SUM COMPRISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR 2017 BE AND THE SAME IS HEREBY APPROPRIATED TO MEET THE AMOUNT OF MONEY FOR THE YEAR 2017.

DATE:	October 3, 2016		0% increase	10% increase
		<u>GENERAL</u>	<u>WATER</u>	<u>SEWER</u>
APPROPRIATIONS		19,653,153	3,266,601	3,988,483
TOTAL REVENUE		9,170,954	3,266,601	3,988,483
BALANCE OF APPROPRIATIONS		10,482,199	-	-
ADDITIONAL FUNDING NEEDED (Part of tax levy)				
(Will be fund balance appropriation)				
Appropriated from Debt Reserve				
Appropriated from Fund Balance		(162,980)	-	-
Tax Levy:		10,319,219		
Allowable levy at tax cap	10,319,219			
EXCESS LEVY PER TAX CAP		-		
Adjusted Tax Levy Distribution			HOMESTEAD 7,285,080	NON-HOMESTEAD 3,034,139
Base Proportion:				TOTALS 10,319,219
			70.597200	29.402800
				100.00
Rates:	2017 Tax Rates	8.609712	13.169829	
	2016 Tax Rates	8.824090	13.226270	
	Percentage Increase	-2.4295%	-0.4267%	
Assessed Values:				
09/29/16 - TENTATIVE ROLL		846,146,724	230,385,626	1,076,532,350
12/7/15 - FINAL ROLL		817,959,464	224,589,575	1,042,549,039
	Percentage Increase/(Decrease)	3.45%	2.58%	3.26%
	Dollar change	28,187,260	5,796,051	33,983,311



## **SUMMARY LETTER**



## CITY OF BEACON New York

Anthony J. Ruggiero, M.P.A.  
City Administrator

OFFICE OF CITY ADMINISTRATOR

845-838-5000

March 27, 2017

Preservation League of New York State  
44 Central Avenue  
Albany, New York 12206-3002

Re: City of Beacon Preserve NY Grant Application – Summary Letter

Dear Grants Committee,

Please accept this summary letter, which is being submitted by the City of Beacon in coordination with our application for planning funds that would greatly benefit the restoration of the Bridge Street Bridge. Included below is information being submitted in reference to each of the evaluation criteria:

### Historic Preservation and Project Excellence

The subject bridge is a single-span, Whipple-type truss built by the New York Bridge Company in 1879. It connects the south end of the National Register of Historic Places (NR)-listed Groveville Carpet Mill complex with a historic residential neighborhood on the south side of the creek. It incorporates pin-connected wrought iron members in the deck structure, ornate cast iron tracery in the portal braces, a wood plank deck and it still retains its original cast iron builder's plate. Unfortunately, the bridge is currently closed to all but foot traffic.

This bridge may have been built in collaboration with the Village of Matteawan at the behest of Charles M. Wolcott, who owned the adjacent Groveville Carpet Mill, as a means of mill worker access across the creek. Squire Whipple (1804-1888), who lived much of his life in New York, is considered the father of American iron bridge building and was the first to apply mathematics to calculate bridge member stresses. The New York Bridge Company was established in New York City in 1877 by J.D. Hutchinson and J.W. Shipman. Hutchinson was the son of James Hutchinson who built bridges for the Erie Canal including the noted Aldrich Exchange Bridge. The NYBCo. constructed Whipple-patent iron truss and arch bridges as well as "Roebbling" steel wire cable suspension bridges. The Bridge Street Bridge is a rare, surviving, unaltered, 1870s highway bridge, of an unusual proprietary bridge design, designed by a known and important bridge designer, and is expressive of the evolution of 19<sup>th</sup>-century bridge engineering and design. It is also possibly a hybrid material structure containing both wrought iron and steel members.

In preparation for this grant application, the City solicited a proposal from DeGennaro Engineering in coordination with Dr. Francis E. Griggs Jr. ASCE. DeGennaro Engineering has over 25 years of experience in the design of building structures, industrial and water/wastewater treatment facilities. They are expertise in project management and structural design for municipal facilities. Similar

projects in New York which have been completed by DeGennaro Engineering were the reconstruction of the Berlin Iron Bridge, Vischer's Ferry Whipple Bridge, Black River Canal Whipple Bridge, Union College Whipple Bridge and the Shaw Bridge

If funded, it should be understood that the completion of this study will result in the restoration of the Bridge Street Bridge. As cited in the application, the City of Beacon is completely committed to moving forward with a restoration project at a time when the scope of work and cost has been identified.

Fiscal and Managerial Competence:

The City of Beacon is fully prepared to move forward with this project immediately upon award, and will be complete with the project within six months of that date. The project will be led by Anthony Ruggiero (City Administrator), with the assistance of Dave Jenkins (Grant Manager). Fiscal Management will be provided by Susan Tucker (Director of Finance). The City has successfully managed hundreds of grant-funded projects over the years from charitable, local, county, state and federal resources. In fact, the City of Beacon has already secured the required matching funds, and has set them aside at this time.

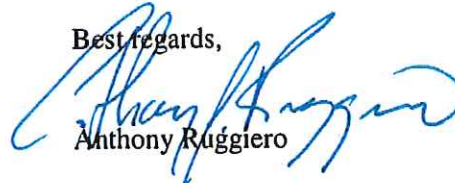
The proposed project seeks to plan for the rehabilitation of the Bridge Street Bridge, which is an important historical resource within the City of Beacon. If awarded, this project will serve to support a paramount goal within Beacon's Comprehensive Plan, to *"Encourage and expand the preservation of historically and culturally significant buildings, landscapes, and neighborhoods."* This project also aligns with goal III of the Mid-Hudson REDC's Strategic Plan. Goal III of the plan focuses upon leveraging "the region's outstanding *natural resources, tourism industry*, and agriculture in a "natural infrastructure" strategy..." In addition, strategy number five of this goal prioritizes the importance of conserving open space, *cultural and heritage sites*, protecting clean water and ecological resources that are in-holdings or buffers to existing state and other parks; and enhancing sub-regional eco-tourism assets and corridors. This project will outline a plan to accomplish an action which is in line with these goals and desires.

Service to the Public:

If awarded, the City will seek to restore the Bridge Street Bridge to a condition where it can be used by the general public, and showcased as a historical resource that everyone can learn from. It would be the only restored 1870's era highway whipple truss bridge within the community, and also provide functional access and egress across the Fishkill Creek. When restored, the City will host a ribbon-cutting event for members of the community to attend, and highlight this historic resource throughout the community. As desired, the City will engage the Beacon Board of Education in a fashion that will ensure that the bridge's design and significance is incorporated within ongoing curriculum. In addition to the City of Beacon's governing body, area residents are fully supportive of this project, and would be thrilled at the prospect of the bridge's full restoration. Beyond the solidified support, no permits will be needed to initiate and complete this project.

Thank you in advance for your consideration of this grant request, and please don't hesitate to contact me directly should you need any further information.

Best regards,



Anthony Ruggiero

## **CONSULTANT RESUME**



## Daniel J. DeGennaro, PE

President / Principal Structural Engineer



Dan DeGennaro has over 25 years of experience in the design of building structures, industrial and water/wastewater treatment facilities. His experience includes project management and structural design for educational, commercial, industrial, and municipal facilities. Prior to forming DeGennaro Engineering LLC in 2015, Dan was the Structural Technical Leader for CHA Consulting (formerly Clough Harbour and Associates).

### Education

University at Buffalo  
B.S. Civil Engineering 1992  
SUNY Plattsburgh  
B.S. Business Administration 1987

### Professional Engineer

Registration  
NY, NJ, CT, MA, VT



### Representative Project Experience:

- **Shenendehowa Central School District:** Structural Engineer for several design projects, including:
  - High School Library Addition and Renovation
  - High School and Middle School Roof Replacement
  - Football Stadium Press Box Replacement
- **Albany Maserati Dealership:** Structural Engineer for the design of new 18,000 square foot auto dealership. The building including a steel framed show room with glass curtain wall and shop area constructed with load bearing masonry walls.
- **GE Global Research Center:** Structural Engineer for design of new steel roof-top high temperature pipe rack.
- **Von Roll USA:** Structural Engineer for boiler room addition, including the design new steel platforms supporting mechanical equipment.
- **Charlton Road Retail Center:** Structural Engineer for two new retail building located in Ballston Lake, New York. The building are single story wood framed buildings that utilize wood trusses for the roof framing.
- **Scotia-Glenville Central School District:** Emergency design of structural repairs to the exterior wall of the Glendaal Elementary School.
- **Sharon WWTP Control Building:** Structural Engineer for the design of a single-story wood framed waste water treatment plant control building located in Sharon, MA. The roof of the building was framed with pre-engineered wood trusses.
- **Albany Medical Center:** Structural Engineer for a combined heat and power plant that houses gas turbines and 1000 ton chillers. The structural design included a two-story steel framed structure with precast concrete exterior wall panels and a self-supporting 100-ft tall stack. Responsible for phase II and phase III expansion of plant, including the design of new steel framing for roof top cooling towers and foundations for new gas turbine.
- **Capital District Transportation Agency:** Perform detailed hands on condition assessment of existing precast prestressed parking garage, including providing recommendations for repair of deficient items.
- **Regeneron:** Structural Engineer for multiple clean room projects, including strengthening of existing jib cranes, stainless steel platform modifications and new hoist frames.

## VITAE

**Dr. Francis E. Griggs, Jr.**  
**Dist. M. ASCE**  
**30 Bradt Road**  
**Rexford, N. Y. 12148**

### EDUCATIONAL BACKGROUND:

Bachelor of Civil Engineering 1956 - Rensselaer Polytechnic Institute, Troy, N.Y.  
Option in Soil Mechanics and Foundation Engineering.

Master of Science (Major in Management) 1958 - Rensselaer Polytechnic Institute, Troy, NY.

This program was set up to provide management training to individuals with an engineering background.

Master of Civil Engineering 1964 - Rensselaer Polytechnic Institute, Troy, N.Y.  
Major in Soil-Structure Interaction. (No thesis required)

Doctor of Engineering 1967 - Rensselaer Polytechnic Institute, Troy, N.Y.  
Major in Soil-Structure Interaction. Dissertation topic, "The Pile Problem with Special Emphasis on the Vibratory Placement Technique." Ford Foundation Grant \$10,000.

### PROFESSIONAL EXPERIENCE:

December 2002- Present- Consulting Engineer, specializing in Historic Bridge restoration and documentation.

September 1995- December 2002- Clough, Harbour & Associates, LLP-Albany, NY-  
Director of Quality Assurance and Historic Bridge Programs. Adjunct Professor Union College and Rensselaer Polytechnic Institute.

September 1990 to 1995 -Professor of Civil Engineering and Chair of the Department of Civil Engineering, Merrimack College, N. Andover, MA.

August 1985 - September 1990- Vice President for Academic Affairs and Dean of the College, Professor of Civil Engineering - Merrimack College, North Andover, MA -  
Areas of responsibility included Divisions of Arts and Sciences (including Civil and Electrical Engineering), Business Administration, Continuing Education; Library,

Registrar, Admissions and Financial Aid, Technical Services, MECCA 13 (College Cable Station), Mathematics Resource Center, Writing Center and Urban Institute.

August 1979 - August 1985 - Professor of Civil Engineering and Chairman of the Department, Union College, Schenectady, N.Y., Chairman of the Engineering Division, 1982-84.

June 1970 - August 1979 - President of Merrimack Engineering Services, Andover, MA. Company performed varied engineering services for private clients, municipal and governmental agencies.

September 1965 - August 1979 - Professor of Civil Engineering - Merrimack College, North Andover, MA Chairman of the Civil Engineering Department for 4 years and Chairman of the Division of Engineering (Civil, Electrical and Computer Science) for 6 years.

#### SUMMER AND OTHER INSTITUTES:

Research participation for College Teachers- NSF - 1967 - Texas A&M Research on the placement of piles in loose sands.

NASA-ASEE Systems Design Institutes (Summer Programs):

Langley Research Center, Virginia- 1970 - Transportation Noise Pollution

Marshall Space Flight Center, Alabama - 1973 - Solar Energy

Ames Research Center, California - 1976 - The development of a telescope to detect the existence of planets around other stars.

Dale Carnegie Leadership Institute - 1961 - Willow Grove, PA

Evelyn Wood Reading Dynamics - 1989 - Andover, MA

#### PROFESSIONAL MEMBERSHIPS AND ACTIVITIES:

Distinguished Member ASCE 2011 to Present

Fellow - ASCE-1956 to 2011

Member - NSPE - 1972 to 1990

Member - ASEE - 1965 to 1995

Member - Tau Beta Pi

Member - Chi Epsilon, Chapter Honor Member 1985 RPI

Member - Sigma Chi

Registered Professional Engineer - New York, Massachusetts, New Hampshire

Registered Land Surveyor - Massachusetts



Recipient of the AT&T Foundation award for excellence in the education of engineering students. Awarded by the St. Lawrence, Section ASEE 1985.

Best Paper Award Journal of Educational and Professional Issues, ASCE-1994, 2008, 2010

Best Paper Award Journal of Leadership and Management in Engineering, 2009

Best Paper Award Journal of the Boston Society of Civil Engineers, 2010

Eminent Scholar Speaking tour of Australia, sponsored by the Institution of Engineers Australia--11 Lectures in 8 cities across Australia--Keynote speech at National Meeting in Perth- November and December 1990

#### ASCE Committees

Past Member and Chairman of the National ASCE Committee on Student Services. Faculty Adviser to ASCE Student Chapter at Merrimack and Union Colleges. Member of the National History and Heritage Committee (CHHACE) of ASCE 1983-1993, 2006-2015. Member of (MADEX) - Member Activities Division Executive Committee - 1989 - 1993; Contact Member to (CPI) - The Committee on Professional Involvement- 1989 - 1990; Contact Member to (CEOP) the Committee on Equal Opportunity Programs 1990-1993.

#### COMMUNITY ACTIVITIES:

Town of Andover School Committee 1971-1977, Chairman 1973-1976  
Town of Andover Finance Committee 1986-1989  
Scoutmaster - Troop 79 - Andover, MA 1969-79, 89-90.  
Assistant Scoutmaster - Troop 36 - Alplaus, N.Y. 1979 - 1985  
Assistant Scoutmaster - Troop 79 - Andover, MA; 1865-1869, 1985 - 1989  
Silver Beaver Award---Distinguished Eagle Scout Award  
Member Cardinal Law's Synod 1987-1989

#### PUBLICATIONS/PRESENTATIONS:

Developing Computer Competent Civil Engineers - T. K. Jewell and F. E. Griggs, Jr. - Proceedings of ASEE National Meeting, June 1982

Communications Courses - A Nicety or a Necessity? - F. E. Griggs, Jr. and T. K. Jewell - Proceedings of ASEE National Meeting, Rochester, NY, June 1983

Historic Bridges and Their Builders - Iron and Steel Bridges ASCE National Meeting, San Francisco, October, 1984



A Program to Enhance the Communications Skills of Civil Engineering Students - F. E. Griggs and T. K. Jewell - Challenges to Civil Engineering Educators and Practitioners- Proceedings of the ASCE National Civil Engineering Education Conference - Ohio State University, April 1985, pgs. 154-163

The Next Generation - or - The Civil Engineer - How Many - Who - What? Paper presented to Virginia Section ASCE, October 4, 1985, Lynchburg, VA

A Forerunner in Iron Bridge Construction: An Interview with Squire Whipple -Civil Engineering Practice, Journal of the Boston Society of Civil Engineers Section/ASCE, Fall, 1988, Vol 3, No. 2, pgs. 21-36.

An Interview with Oscar Bray- Past President, ASCE (Video) Distributed by ASCE, 1988

Engineering Communications - F. E. Griggs and David Westerling. People Make the Difference- Proceedings of 1989 Annual Conference - ASEE, Lincoln, Nebraska, June 28-29, 1989, pgs 609-612, Vol. 2

Bridges in History to the Twentieth Century. - Slide tape (Video) show distributed by ASCE, 1989.

An Interview with Russell Stearns- Past President ASCE -(Video) Distributed by ASCE, 1989.

Biographical Dictionary of American Civil Engineers - Vol. II - F. E. Griggs, Jr., Editor - 1991, American Society of Civil Engineers.

Six Munz Ago I Cudn't Even Spel Injuneer, Now I Are One! - Proceedings-Forum of Education and Continuing Professional Development for the Civil Engineer - Setting the Agenda for the 90's and Beyond - Las Vegas, Nevada, April, 1990, Pgs. 934-940.

Squire Whipple's Protracting Trigonometer - Rittenhouse - Journal of the American Scientific Instrument Enterprise, Vol. 4, No. 1, 1990, Pgs. 30-32

The Moseley Iron Arch Bridge: A Study in Rehabilitation Society for Industrial Archeology, New England Chapters, Vol. 10, No. 1, 1990, Pgs. 17-23

The Merrimack College Capstone Design Program - Proceedings of 1990 Annual Conference, ASEE, Technical Advancement Through Canada - US Global Interchange, Toronto, Canada, June 24-29, 1990, Pgs. 1279-1282

American Long Span Metal Truss Experience Prior to the Firth of Forth - Developments in Structural Engineering, Proceedings of the Forth Rail Bridge Centenary Conference, Volume One, Bridges and Space Structures, pgs. 36-64., F. E. Griggs, Jr., Edinburgh, Scotland, August 20, 1990. Paper and Presentation

The Panama Canal, Uniting the World for 76 Years-Civil Engineering Practice- Journal of the Boston Society of Civil Engineers Section/ASCE, Fall 1990 Vol. 5, No. 2, Pages 71-90

On the Shoulders of Giants, Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 120, No. 3, July 1994, pgs. 254-264, Received the Best Paper of the Year Award by the Journal.

The Past, Present and Future of ASCE Equal Opportunity Programs, Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 120, No. 2, April 1994, pgs. 198-211.

Stephen H. Long and Squire Whipple: The First American Structural Engineers, with A. J. DeLuzio- Journal of Structural Engineering, ASCE Vol. 121 No. 9, September 1995 pgs. 1352-1361.

It's a Pratt! It's a Howe! It's a Long! No, it's a Whipple, Civil Engineering Practice, Journal of the Boston Society of Civil Engineers Section/ASCE, Vol. 10, No. 1, Spring/Summer 1995, pgs. 67-85.

On the Shoulders of Giants-Part II, Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 122, No. 1, January 1996, pgs. 17-25.

On the Shoulders of Giants-Part III, Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 122, No. 2, April 1996, pgs. 55-64.

How to Make Our Heroes, Their Heroes, Civil Engineering History, Engineers Make History, Proceedings of the First National Symposium on Civil Engineering History, November 1996, ASCE Press, pgs. 144-154.

Amos Eaton was Right, Journal of Professional Issues in Engineering Education and Practice, ASCE, Vol. 123, No. 1, January 1997, pgs. 30 -34

1864 Moselely Wrought-Iron Arch Bridge: Its Rehabilitation, Practice Periodical on Structural Design and Construction, ASCE , Vol. 2, No. 2, May 1997, pgs 61- 72.

To Be or not To Be, Ethical That is. Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 123, No. 2, April 1997, pgs. 82-89.

ASCE Whither Goest Thou - Part One, with Neal Fitzsimons, Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 123, No. 3, July 1997, pgs. 103-110.

On the Shoulders of Giants, Proceedings of the Mouchel Centenary Conference on Innovation in Civil and Structural Engineering, August 1997, Civil-Comp Press, Edinburgh, Scotland, Vol. 1, pgs. 9- 19.

Thomas W. H. Moseley and his Bridges, Civil Engineering Practice, Journal of the Boston Society of Civil Engineers Section/ASCE, Vol. 12, No. 4, Fall/Winter 1997, pgs. 19 - 38.

Civil Engineering History, Engineers Make History, Proceedings fo the First National Symposium on Civil Engineering History, Co- Editor, November 1996, ASCE Press.

The Covered Bridges of Southwestern New Hampshire, Proceedings of the Second National Congress on Engineering History and Heritage, October 1998, ASCE Press.

On the Shoulders of Giants, Video, Distributed by the ASCE and funded by Clough, Harbour & Associates, written and presented by F. E. Griggs, Jr.

The Moseley Riveted Wrought Iron Arch: A National Historic Civil Engineering Landmark, Proceedings of the Second National Congress on Engineering History and Heritage, October 1998, ASCE Press.

On the Shoulders of Giants - Part IV, Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 125 No. 1, Jan. 1999

1869 Whipple Bridge back across the Enlarged Erie Canal, Practice Periodical on Structural Design and Construction, ASCE August 2000, page 106-114.

Leffert Lefferts Buck - Bridgemaker, Journal of Bridge Engineering, ASCE, Vol. 5, No. 4, November 2000, page 271-283

150 Years of American Civil Engineering Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 127 No. 4, October 2001, page 148-159.

Restoration of Cast and Wrought Iron Bridges International Engineering History and Heritage, Improving Bridges to ASCE's 150th Anniversary - Proceedings, Houston, TX, page 201-211

Restoration of Cast and Wrought Iron Bridges, Structure Journal of the Structural Institute of ASCE, September 2001, page 16-19



Early Engineering Education in the United States Prior to 1850, With T. K. Jewell and Steve Ressler, International Engineering History and Heritage, Improving Bridges to ASCE's 150th Anniversary - Proceedings, Houston, TX, page 335-353

150 Years of American Civil International Engineering History and Heritage, Improving Bridges to ASCE's 150th Anniversary - Proceedings, Houston, TX, page 14--35

Civil Engineering in the Hudson Mohawk Section, with Carsten Floess International Engineering History and Heritage, Improving Bridges to ASCE's 150th Anniversary - Proceedings, Houston, TX, page 312-332

The Kentucky High Bridge, Journal of Bridge Engineering, ASCE, Vol. 7, No. 2, March/April 2002, page 73--84

Squire Whipple, Father of the Iron Truss Bridge, Journal of Bridge Engineering, ASCE, Vol. 7, No. 3, May/June 2002, page 146-155

Analytical Modeling; Its Beginning to 1850, American Civil Engineering History, The Pioneering Years, Edited by Bernard G. Dennis, Jr. et. al. Proceedings of the Fourth National Congress on Civil Engineering History, November 2-6, 2002 Washington, DC, ASCE Press.

Niagara Cantilever, Journal of Bridge Engineering, ASCE Vol. 8, No. 1, January/February 2003, pages 1-10

A Tale of Two Bridges, Structure Magazine Joint Publication of NCSEA/CASE/SEI, October 2003 pages 13-15

Timothy Palmer, Structure Magazine Joint Publication of NCSEA/CASE/SEI, July 2004 pages 38-39

Theodore Burr, Structure Magazine Joint Publication of NCSEA/CASE/SEI, September 2004 pages 28-30

Lewis Wernwag Structure Magazine Joint Publication of NCSEA/CASE/SEI, October 2004 pages 34-36

Stephen H. Long Structure Magazine Joint Publication of NCSEA/CASE/SEI, June 2005 pages 50-53

Squire Whipple, Structure Magazine Joint Publication of NCSEA/CASE/SEI, September 2005 pages 58-60

Wendel Bollman, Structure Magazine Joint Publication of NCSEA/CASE/SEI, February 2006 pages 55-58

Albert Fink, Structure Magazine Joint Publication of NCSEA/CASE/SEI, May 2006 pages 52-54

Development of the Vertical Lift Bridge: Squire Whipple to J. A. L. Waddell, 1872-1917  
Journal of Bridge Engineering, ASCE Vol. 11, No. 5, September/October 2006, pages 642-654

Charles Ellet, Jr, Structure Magazine Joint Publication of NCSEA/CASE/SEI, September 2006, pages 50-53

John A. Roebling Structure Magazine Joint Publication of NCSEA/CASE/SEI, November 2006. pages 79-83

John A. Roebling and his East River Proposals 1847-1869- Proceeding of John A. Roebling – A Centennial Celebration of his Birth, 1806-2006 Edited by Theodore Green, October 27, 2006, pages 161-211.

John Roebling and the Kentucky River Bridge- Proceeding of John A. Roebling – A Centennial Celebration of his Birth, 1806-2006 Edited by Theodore Green, October 27, 2006, pages 213-248.

Evolution of the Continuous Truss Bridge, ASCE, Journal of Bridge Engineering, January/February 2007, pages 105-119

Chanute, Octave, Structure Magazine Joint Publication of NCSEA/CASE/SEI, March 2007 , pages 58-59

George S Morison, Pontifex Maximus, Structure Magazine Joint Publication of NCSEA/CASE/SEI, February 2008, pages 54-57

Thomas C. Clarke, Structure Magazine Joint Publication of NCSEA/CASE/SEI, May 2008 , pages 58-59

The Manhattan Bridge – A Clash of Titans, Journal of Professional Issues in Engineering Education and Practice, Volume 134, Number 3, ASCE, July 2008, pages 263-278 [Won best paper of the year award]

C. Shaler Smith, Structure Magazine Joint Publication of NCSEA/CASE/SEI, August 2008, pages 56-59

New Look at the Code of Ethics Journal of Professional Issues in Engineering Education and Practice, ASCE Vol. 135 No. 1, January 2009,, page 40-46.

Charles Macdonald, Structure Magazine Joint Publication of NCSEA/CASE/SEI, January 20 , pages

Jacob Hays Linville, A little known giant of civil engineering, ASCE, Journal of Bridge Engineering, March/April 2009, Vol. 14, No. 2 pages 140-151

T. C. Clarke, Bridge Builder, ASCE, Journal of Bridge Engineering, July/Aug, pages 105-119, Vol.14, No.4

O. Chanute, C. E., ASCE, Journal of Bridge Engineering, Sept/Oct 2009, pages 374-387(with David Biggs) Vol. 14, No.5

Bridge Across the Hudson, ASCE, Journal of Bridge Engineering, Sept/Oct 2009, pages 388-410 , Vol. 14, No. 5

Everything I Needed to Know About Leadership I learned in the Boy Scouts, ASCE Journal of Leadership and Management Engineering, October 2009, Vol. 9, No. 4 , pages 198-204

The Restoration and Preservation of 19th Century Cast and Wrought Iron Bridges, ASCE Journal of Structural Design and Construction, November 2009,

Timothy Palmer and the Permanent Bridge, ASCE, Journal of Bridge Engineering, Nov/Dec 2009, Vol.14, No.6

Poughkeepsie Bridge, Its Birth, Abandonment and Rebirth, ASCE, Journal of Bridge Engineering, Nov/Dec 2009, Vol.14, No.6

The Kentucky High Bridge, Journal of Bridge Engineering, ASCE, Vol. 7, No. 2, March/April 2002, page 73--84

Squire Whipple, Father of the Iron Truss Bridge, Journal of Bridge Engineering, ASCE, Vol. 7, No. 3, May/June 2002, page 146-155

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Lewis Wernwag, Structure Magazine Joint Publication of NCSEA/CASE/SEI, October  
2004 pages 34-36

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and Practice, ASCE Vol. 135 No. 1, January 2009

Every Thing I needed to Know About Leadership I learned in the Boy Scouts,  
Leadership and Management in Engineering, September 2009, 198-204

Theodore Burr and the Harrisburg, Old Camelback Bridge, Practice Periodical of  
Structural Design and Construction, August 2010, Vol. 15, No. 3, pages 209-216

Charles Macdonald, Journal of Bridge Engineering. Volume 15, Issue 5, pp. 565-580  
(September/October 2010)

Joseph B. Strauss, Charles Ellis and the Golden Gate Bridge, Justice at Last, Journal of  
Professional Issues in Engineering Education and Practice, ASCE Vol. 136 No. 2, April  
2010

Bridges of the Harlem River, The Municipal Engineers Journal, New York City, Vol. 99,  
Issue 1, 2010, pages 47-80

Gustav Lindenthal, Structure Magazine Joint Publication of NCSEA/CASE/SEI, August  
2010, pages 56-57

19th Century American Metal Arch Bridges, Practice Periodical of Structural Design and  
Construction

American Swing Bridges, 1797-1907, Practice Periodical of Structural Design and  
Construction

Leffert Lefferts Buck, Structure Magazine Joint Publication of NCSEA/CASE/SEI,  
December 2010, pages 38-39

Charles Conrad Schneider, Structure Magazine Joint Publication of NCSEA/CASE/SEI,  
January 2011, pages 44-45

Theodore Cooper, Structure Magazine Joint Publication of NCSEA/CASE/SEI , April 2011

Alfred Pancoast Boller (A Gentleman of the Highest Type) Structure Magazine Joint Publication of NCSEA/CASE/SEI November, 2011 issue

General Edward W. Serrell, Structure Magazine Joint Publication of NCSEA/CASE/SEI February 2012

Job Abbott, Structure Magazine Joint Publication of NCSEA/CASE/SEI, April, 2012

William Hubert Burr, Structure Magazine Joint Publication of NCSEA/CASE/SEI August 2012

Joseph B. Strauss, Structure Magazine Joint Publication of NCSEA/CASE/SEI, October 2012

Ralph Modjeski, Structure Magazine Joint Publication of NCSEA/CASE/SEI, January 2013

Othmar H. Ammann, Structure Magazine Joint Publication of NCSEA/CASE/SEI , April 2013

Newburyport Bridge, Structure Magazine Joint Publication of NCSEA/CASE/SEI June 2013

Piscataqua Bridge, Structure Magazine Joint Publication of NCSEA/CASE/SEI , August, 2013

The Permanent Bridge, tructure Magazine Joint Publication of NCSEA/CASE/SEI, October 2013

Union Bridge, First Bridge across the Hudson River 1804, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, February 2014

Trenton Bridge, First Bridge across the Delaware River, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, March 2014

The Colossus of the Schuylkill River, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, June 2014

B & O Bridge at Harper's Ferry, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, August 2014



James River Bridge at Richmond, Virginia, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, October 2014

Springfield Bridge for Western Railroad, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, November 2014

The Whipple Bowstring Truss, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, January 2015

Bollman Truss at Harper's Ferry, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, February 2015

Monongahela River Bridge, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, April 2015

Whipple Double Intersection Cast and Wrought Iron Truss, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, May 2015

The Pratt Truss, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, June 2015

The Warren Truss, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, July 2015

Kentucky River High Bridge, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, August 2015

The Niagara Cantilever, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, September 2015

The Monongahela (Wabash) Cantilever, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, October 2015

Queensboro Cantilever Bridge, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, November 2015

Quebec Bridge Part I, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, December 2015

Quebec Bridge Part II, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, January 2016

Quebec Bridge Part III, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, October 2016

Fairmount Bridge Across the Schuylkill River, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, April 2016

Schuylkill Falls Chain Suspension Bridge 1809, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, March 2016

Wheeling Suspension Bridge, Structure Magazine Joint Publication of NCSEA/CASEW/SEI, May 2106

John Roebling's Niagara River Suspension Bridge 1855, Structure Magazine Joint Publication of NCSEA/CASE/SEI, June 2016.

Covington-Cincinnati Bridge, Structure Magazine Joint Publication of NCSEA/CASE/SEI, July 2016

Brooklyn Bridge Part I, Structure Magazine Joint Publication of NCSEA/CASE/SEI, September 2016

Brooklyn Bridge Part II, Structure Magazine Joint Publication of NCSEA/CASE/SEI, November 2016

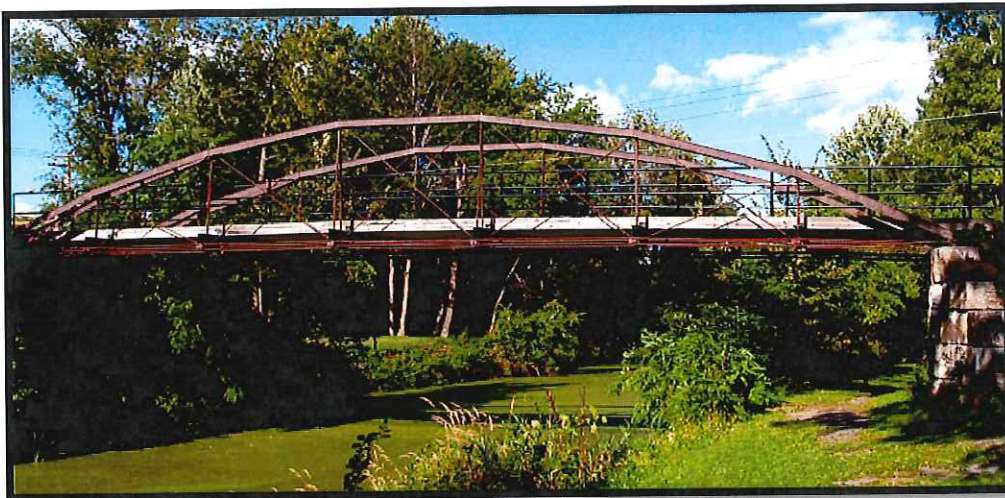
Williamsburg Bridge, Structure Magazine Joint Publication of NCSEA/CASE/SEI, February 2017

Golden Gate Bridge, Structure Magazine Joint Publication of NCSEA/CASE/SEI, March 2017

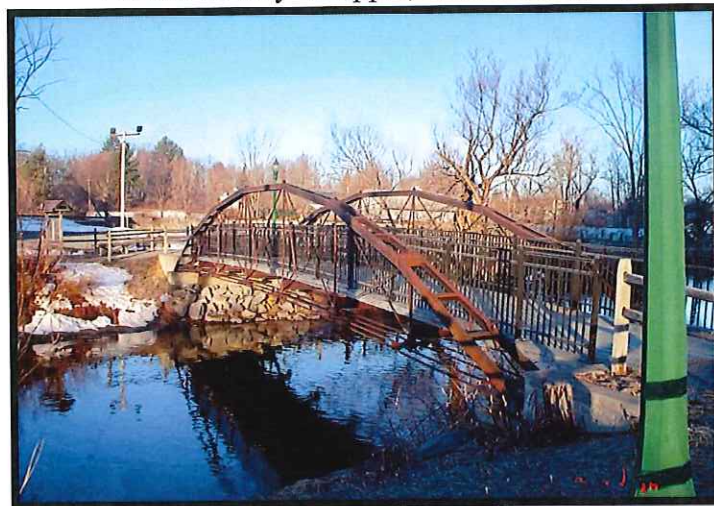




Berlin Iron Bridge Co. Lenticular, Malta, NY



Vischer's Ferry Whipple, Clifton Park, NY



Black River Canal Whipple, Boonville, NY





Whipple, Central Park, Schenectady, NY



Union College Whipple Bridge, Schenectady, NY



Shaw Bridge, Currently in Progress, Grant Rec'd from NY State  
Claverack, NY

## **PROJECT BUDGET**

Preserve NY Budget Detail – City of Beacon		
Budget Category	Income	Expenses
Personnel	Not Applicable	\$0.00
Fringe Benefits	Not Applicable	\$0.00
Travel	Not Applicable	\$70.00
Equipment	Not Applicable	\$0.00
Supplies	Not Applicable	\$0.00
Contractual	Not Applicable	\$10,200.00
Other	Not Applicable	\$0.00
Direct Costs Subtotal	Not Applicable	\$10,270.00
Indirect Costs	Not Applicable	Not Applicable
Total Budget (direct + indirect)	Not Applicable	\$10,270.00

**Preserve NY Budget Summary:**

**Travel:**

1. **Travel:** Consultants will be required to travel roughly 140 total miles to perform services.

- Travel 140 miles @\$ .50/mile = \$70

**Total: \$70.00**

**Contractual:**

Basic Services:

1. **Bridge Inspection:** Consultant will conduct a preliminary visual inspection of the bridge, photo document the bridge and take measurements of all bridge elements.

- Griggs, 16 hours @ \$125/hr. = \$2,000.00
- Assistant, 16 hours @ \$40/hr = \$560.00
- Travel 280 miles @ \$.50/mile = \$140.00

**Total: \$2,700.00**

2. **Structural Analysis:** Consultant will prepare a structural analysis of the bridge using pedestrian loading.

- Dan DeGennaro, \$120/hr not to exceed = \$2,000

**Total: \$2,000.00**

3. **Review of Bridge History:** Consultant will review all available information and structural reports.

- Griggs, 4 hours @\$125/hr. = \$500

**Total: \$500.00**

4. **Development of Building Condition Report:** Consultant will prepare a report describing the existing condition of the bridge and propose a plan to rehabilitate it with a cost estimate.

- Griggs, 32 hours@ \$125/hr = \$4,000

**Total: \$4,000.00**

5. **City Council Presentation:** Consultant will report all findings to the City Council and City Staff.

- Griggs, 8 hours at \$125/hr = \$1,000

**Total: \$1,000.00**

**Total Cost: \$10,270.00**

## **CONSULTANT SCOPE OF WORK**

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Dr. Francis E. Griggs, Jr. Dist. M. ASCE  
30 Bradt Road  
Rexford, NY 12148

March 21, 2017

### **Proposal for Professional Services**

#### **Bridge Street Bridge Fishkill Creek Beacon, NY**

It is assumed for purposes of this proposal that I will make a visual examination of the bridge including the taking of digital photographs; review existing structure reports; prepare measured sketches, measure all member sizes; prepare a structural design using pedestrian loadings; prepare a final report with suggestions of rehabilitation measures and a submit a preliminary cost estimate of this rehabilitation.

In addition, I will appear before appropriate Boards to explain my report and recommendations as required. For purposes of this Proposal one meeting is included.

In this effort I will be assisted by Dan Degenaro, PE and assistants as required.

#### **Basic Services:**

1. Travel to bridge site and conduct a preliminary visual inspection of the bridge, photo document the bridge, take measurements of all bridge elements.  
Griggs, 16 hours @ \$125/hr. = \$2,000  
Assistant, 16 hours @ \$40/hr = \$560  
Travel 280 miles @ \$.50/mile = \$140
2. Prepare Structural Analysis using pedestrian loading (Dan Degenaro)  
\$120/hr not to exceed = \$2,000
3. Review all available information and structural reports.  
4 hours @\$125/hr. = \$500
4. Prepare a report describing the existing condition of the bridge and propose a plan to rehabilitate it with a cost estimate.  
32 hours @\$125/hr = \$4,000
5. Present my report to appropriate Boards  
8 hours at \$125/hr = \$1,000  
Travel 140 miles @ \$.50/mile = \$70

Total (not to exceed) = \$10,270

Resumes of Griggs and Degenaro are attached.

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Dr. Francis E. Griggs, Jr. Dist. M. ASCE  
518-810-2957 Cell

## **PHOTOS**

### **City of Beacon – Project Mission Statement**

The City's mission in relation to this project is to further the goals of its Comprehensive Plan by seeking to "Encourage and expand the preservation of historically and culturally significant buildings, landscapes and neighborhoods."

**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Hudson River Trail Resolution**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Reso Hudson River Trail	Resolution
Hudson River Trail Scope of Work	Backup Material
Hudson River Trail Prelim Design	Backup Material
Hudson River Trail Grant	Backup Material



**CITY OF BEACON  
CITY COUNCIL**

**Resolution No. \_\_\_\_ of 2018**

**RESOLUTION TO AWARD THE CONTRACT  
FOR THE HUDSON RIVER TRAIL CONNECTOR PROJECT – PLAN DESIGN**

**WHEREAS**, Weston & Sampson developed the Master Plan for the Hudson River Trail from the Beacon Metro-North Railroad Train Station to the Newburgh-Beacon Bridge and the Town of Fishkill; and

**WHEREAS**, the proposal for preliminary design phase work was reviewed for compliance and was deemed complete; and

**WHEREAS**, based on consultation with staff, it is the City Administrator's recommendation that the City Council award the Contract to Weston & Sampson for the \$79,500.00; and

**WHEREAS**, the City received a 50/50 matching grant of \$39,500.00 from the Hudson River Valley Greenway; and

**NOW, THEREFORE BE IT RESOLVED**, that the Contract to develop a topographic survey, environmental resource assessment, and preliminary design of plans and a specification package for the Hudson Trail Master Plan Connector for the amount of 79,500.00; and be it further

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

Dated: \_\_\_\_\_

<b>Resolution No. ____ of 2018</b>			<b>Date: _____, 2018</b>				
<input type="checkbox"/> Amendments			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Amber T. Grant</b>					
		<b>John E. Rembert</b>					
		<b>Lee Kyriacou</b>					
		<b>George Mansfield</b>					
		<b>Jodi McCredo</b>					
		<b>Terry Nelson</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					

**ATTACHMENT A**  
**BEACON HUDSON RIVER TRAIL**  
**PRELIMINARY DESIGN PHASE**  
**SCOPE OF SERVICES**

The City of Beacon (“Client”) has requested Weston & Sampson, PE, LS, LA, PC. (“Weston & Sampson”) to provide this proposal for Survey, Planning, Engineering Studies, and Design Services for the Beacon Hudson River Trail from the Beacon Metro-North Railroad Train Station to the Newburgh-Beacon Bridge and the Town of Fishkill. These services include but are not limited to the development of a topographic survey, environmental resource assessment, and preliminary design of a plans and specifications package.

**PROJECT UNDERSTANDING**

The Project area is planned to consist of a 1.25 multi-use trail from the Beacon Train Station, north to the Town of Fishkill limit and consists of four specific sections. The four sections consist of the following:

- Segment A: Proposed trailhead Beacon Metro-North Train Station to North End Parking Lot: The project originates on West Main Street and extends towards the MTA Visitor Parking Lot to a trail head at the westernmost corner of the commuter lot. This portion of the trail is estimate 0.4 miles in length, and extends the perimeter of the commuter and employee parking lots parallel to the rail line, before reaching the woodlands adjacent to the Tompkins Terrace Preservation.
- Segment B: North End of Parking Lot to Existing Pond: The second segment of the pathway extends adjacent to the woodlands of Tompkins Terrace Preservation property, extending approximately 0.3 miles parallel to the railroad tracks. A potential overlook on the northern end of this segment is proposed to provide visitors with a view of the Hudson River.
- Segment C: Existing Pond to Town of Fishkill: The third segment extends from the existing pond under the Newburgh-Beacon Bridge to the Town of Fishkill Hudson River Trail for approximately 0.25 miles. This segment includes the “pinch-point” within the corridor.
- Segment D: Connection to Newburgh-Beacon Bridge: The fourth segment extends westward from the trail connection to the Town of Fishkill parallel to the service road on the southern side of the Newburgh-Beacon Bridge. A trail head is proposed at the connection with the Trail of Two Cities, where users can connect with the Newburgh-Beacon Bridge.

Based upon your request and our understanding of the Project, Weston & Sampson proposes the following scope of work:

**SCOPE OF WORK**

**Phase A — Project Management**

**A.1 Project Management and Administration:** To begin the project, the Weston & Sampson team will participate in an initial kick-off meeting with the client, representatives from the City, and committee members to review the purpose, goals, scope, and milestones of the project. Weston & Sampson will draft and submit minutes of this meeting to document decisions and action items. As a component of the design services, this task includes time to administer the project including contracting, internal coordination, supervision, general quality control, project accounting, work coordination, monthly progress reports, and project scheduling.

**Phase A Deliverables:**

- Kick-off meeting materials & minutes
- Updated project schedules
- Monthly progress reports

**Phase B — Field Investigations**

**B.1 Boundary & Land Survey:** In preparation for the engineering design, the Weston & Sampson team will conduct a boundary field survey to locate physical features needed for boundary line analysis and mapping of the project area. The field survey will be the result of the field survey location, deed, railroad maps and/or title research information provided by the client. The railroad right-of-way and adjoining parcels survey will be prepared at a scale of 1" = 50', including all structures, rights-of-way and easements affecting the property, and will be certified to all parties of interest. As a part of this task, an aerial photograph and photogrammetric map will be prepared to generate topographical location within the project area. The strip survey will generally be 40 to 50 feet in width, and include the ground for the trail alignments. The topographic survey will depict the surface elevations of the site in the form of contour lines having a change in elevation interval of 1-foot based on the existing USGS elevations established on site from previous surveys. The location and elevation of physical features, such as drainage structures, edge of pavement, tree lines, structures, and grade positions will be performed. In addition, underground utilities, sanitary sewer lines, and storm drainage piping will be mapped based on surface evidence, and previous surveys. A topographic drawing will be prepared in AutoCAD format. *Note: This scope of work does not anticipate Metro-North Rail Road flagger, escort, or access permit fees and are therefore not included within this proposal for survey services.*

**B.2 Geotechnical Investigation:** The Weston & Sampson team will conduct a geotechnical investigation of the project area for the purposes of providing needed information for the design of pavements, structure foundation, drainage structures, and retaining walls. Weston & Sampson will perform a series of test borings along the proposed trail alignment to determine depths of rock. Coring of the rock will be performed at selected locations where cuts are expected to extend below its surface. It is anticipated that 8 to 10 test borings will be completed at roughly 200 foot intervals. One boring will be located at the railroad level if permission to access this area can be obtained. Prior to test boring, the Weston & Sampson team will mark the boring locations and contact DIG SAFELY NY to "clear" utilities in the vicinity of each boring location.

Upon review of the geotechnical borings, and laboratory test results, Weston & Sampson will perform preliminary geotechnical analyses and provide a draft preliminary report for use by the project team. The geotechnical report will include a review of existing geologic information in the vicinity of the site, a review of information from the test boring program, a description of the field exploration program and laboratory testing, boring logs, geotechnical analyses of encountered soil and rock, and provide preliminary recommendations for appropriate boardwalk foundation types and design, trail design, pavements, retaining walls, slopes, and construction considerations based on subsurface information. We will document the draft preliminary findings in a brief letter report.

**B.3 Environmental/ Cultural Resources Review:** The Weston & Sampson team will complete a preliminary assessment of existing environmental and cultural resources in accordance with National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQR), including but not limited to Clean Water Act, Endangered Species, Stormwater, Cultural, and Historic Resource Considerations. Included within this task, the Weston & Sampson team will prepare a Wetland Delineation of Waters of the U.S. (wetlands subject to federal jurisdiction under Section 404 of the Clean Water Act), and wetlands subject to Article 24 of the New York State Environmental Conservation Law (if applicable). Waters of the U.S. include wetlands, intermittent streams, natural drainage courses, lakes, and ponds. Wetlands will be delineated and flagged using the routine level, on-site determination method. The delineated wetland boundaries will be located using hand-held sub-meter GPS. A resource review memorandum will be prepared identifying existing resources, and anticipated permits, reviews, and approvals from each of the resource agencies.

**Phase B Deliverables:**

- Survey data and base mapping, with 1-ft contours at 1"=20'

- Geotechnical report
- Environmental/ Cultural Resources Memorandum with Wetland Delineation Summary

### **Phase C – Preliminary Design & Public Involvement**

**C.1 Preliminary Design (60%)** Once the field investigations, and environmental documentation has been completed, the Weston & Sampson team will develop preliminary plans for the project. The Weston & Sampson team will conduct an engineering design effort that will include the following steps:

- Preliminary design of horizontal and vertical alignments of the pathway
- Typical sections for pathway improvements
- Pathway plan sheets will generally include the following:
  - Location of the proposed path/sidewalk
  - Location of fencing, and cameras (type, size, and height) or other security measures required by Metro-North or NYS Bridge Authority.
  - Location of curb and gutter
  - Location of crosswalks
  - Location and limits of structures (retaining walls, bridges, boardwalks)
  - Erosion and sediment control design
  - Signing and pavement marking
- Preliminary Opinion of Probable Cost

The plan package within this set will generally include the following type and quantity of sheets:

Sheet Title

Cover Sheet

Typical Details & Sections

Cross Sections

Pathway Plan & Profile

Structural Plan & Profile

Erosion & Sediment Control Plans & Details

Signs & Pavement Markings Plans & Details

Construction Signage/ Maintenance of Traffic Plan

**C.2 Public Hearing/ Meeting:** The Weston & Sampson team will facilitate up to one (1) public meeting to update abutters and other interested parties on the project status and to get input on other issues that will be considered during the design process. This scope of work assumes that the Client will prepare and mail a notice of the meeting to the abutters. In addition, the Client will be responsible for advertising the meeting in local media. Decisions made during this meeting will be documented by Weston & Sampson and issued to the attendees at the conclusion of the meeting.

### **Phase C Deliverables:**

- Preliminary Design Plans for Pathway and Structures.
- Preliminary Opinion of Probable Construction Cost
- Preliminary Design Review Meeting
- Public Hearing Meeting Minutes

### **This scope of work assumes the following information to be completed or provided by Client**

- Title Information
- Property owner meetings (individual or group meetings)

### **ADDITIONAL SERVICES**

The following services are not included in the scope of services, but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance:



- Property owner meetings, Public notice/ adjoining landowner notifications of the upcoming field work for this project prior to field investigations.
- Additional topographic/ land survey, subsurface utility survey, and right-of-way/ easement platting.
- Additional geotechnical investigations
- Final Design Documents/ specifications manual (i.e., contract terms, insurance requirements, and bid forms, etc.).
- Construction phase services
- Additional archaeological investigations/curation
- FEMA Floodplain, Floodway, Hydraulic & Hydrology studies and mitigation design.
- Attendance at meetings, presentations, or coordination in addition to those described.
- Additional design reviews or submission not identified above.

### **SCHEDULE**

Weston & Sampson will provide our services as expeditiously as practicable to meet the schedule mutually agreed to by the Client and Weston & Sampson for the various elements of this project. It is anticipated that we can provide our services by November 15<sup>th</sup>, 2018, predicated upon the weather, timely review by the Client and other appropriate parties of findings, conclusions, and recommendations. It is assumed that the schedule will be refined as necessary at the project kick-off meeting.

### **FEE AND BILLING**

Weston & Sampson will perform the scope of services on a Lump Sum Fee, as outlined below. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Direct reimbursable expenses such as express delivery services and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due in accordance with our agreement.

We propose to perform the next phase of the project for the fee breakdown indicated below

Phase A – Project Management	\$ 3,000.00
Phase B – Field Investigations	\$ 34,740.00
Phase C – Preliminary Design & Public Involvement	\$ 40,560.00
Reimbursable Expenses	\$ 1,200.00
Total:	\$ 79,500.00

Note: Field survey and drilling crews will receive NYS Prevailing Wage rates, with all field work planned for normal work hours Monday through Friday between 7 am and 5 pm.

### **CLOSURE**

In addition to the matters set forth herein, this project will be subject to, and only to, the terms and conditions in the mutually agreed upon Agreement with the Client.

Thank you for the opportunity to provide our services to you for this unique project. Please contact us if you have any questions.

AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN THE  
CITY OF BEACON  
AND  
WESTON & SAMPSON PE, LS, LA, PC

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Beacon, acting herein by and through its City Council, hereinafter called the OWNER and WESTON & SAMPSON PE, LS, LA, PC, with offices at One Winners Circle, Suite 130, Albany, New York 12205, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services related to the planning and design for the Hudson River Trail hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

Refer to Attachment A: Scope of Services

SERVICES NOT INCLUDED IN THIS AGREEMENT

The services listed in this section are not included as part of this AGREEMENT and are not paid for by the OWNER:

1. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, unexpected site conditions or unanticipated hazardous materials, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
2. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; during the course of design; the preparation of feasibility studies; cash flow and economic evaluations; rate schedules and appraisals; assistance in obtaining financing for the Project; evaluation processes

available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

### ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

### ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting March 1, 2018 and concluding by November 15, 2018.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.

- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

#### ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of \$79,500.00 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date.
- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

#### ARTICLE 6 - INSURANCE

##### 6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.

##### 6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

- 6.2.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and
- 6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

## ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6.
- 7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

## ARTICLE 8 - EXTENSION OF SERVICES

### 8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

### 8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

## ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended



or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

## ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

## ARTICLE 11 - GENERAL PROVISIONS

### 11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

### 11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

### 11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

### 11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

### 11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

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

ACCEPTED FOR:

CITY OF BEACON

WESTON & SAMPSON PE, LS, LA, PC.

By Its City Council

By:

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DATE

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DATE



# Hudson River Valley Greenway

**BARNABAS MCHENRY**  
Chairman  
Greenway Council

**KEVIN BURKE**  
Acting Chair  
Greenway Conservancy

**SCOTT KELLER**  
Acting Executive Director

December 5, 2017

Hon. Randy Casale, Mayor  
City of Beacon  
1 Municipal Plaza  
Beacon, NY 12508

**Re: Executed MOU for: 2017-D-05, Beacon Hudson River Trail**  
**Amount: Thirty-Nine Thousand Five Hundred Dollars (\$39,500.00)**  
**Grant Recipient: City of Beacon**

Dear Mayor Casale,

We have received the signed MOUs relating to the project referenced above. Enclosed is a fully executed MOU for your records.

Under the terms of your MOU all requests for payment must include a properly filled out and signed standard Claim for Payment. You may find the form at: <http://www.hudsongreenway.ny.gov/GrantFunding/GrantsVouchers.aspx>. I have enclosed a set of guidelines for completing the Claim for payment and providing required backup.

As this is a matching grant, when submitting Claims for Payment, please be sure to document your match on the Claim as well. Please note, all future correspondence relating to this grant will be sent electronically.

**Additionally, please note the MOU states any deliverables must reference the Greenway funding and include the Greenway logo.** Please contact me if you have any questions regarding this matter.

As always, if you have any questions or concerns, please feel free to contact our office.

Sincerely,

Shannon Day  
Administrative Assistant

CC: Mr. Anthony Ruggiero, City Administrator  
1 Municipal Plaza  
Beacon, NY 12508



## Hudson River Valley Greenway/National Heritage Area Grants

### Executed Memorandum of Agreement

Enclosed is your executed memorandum of agreement that you recently returned to us. Good luck with your grant. Below is information on how to request payment. If you have any questions please feel free to reach out to me.

Scott Keller ([Scott.Keller@hudsongreenway.ny.gov](mailto:Scott.Keller@hudsongreenway.ny.gov), 518-473-3835)

### How to Prepare a Claim for Payment

<http://www.hudsongreenway.ny.gov/GrantFunding/CFP.aspx>

### General Information

All grants awarded by the Greenway are **matching, reimbursement** grants. All grants awarded by the Greenway must have at least \$1 in documented **match** for each \$1 in grant funds awarded. All expenses contained in Claims for Payment must have already been incurred and paid. Proof of payment must be provided with the Claim for Payment. Reimbursable expenses and match must conform to the approved grant budget. For example, if a \$1,000 Claim for Payment is submitted for payment, the grantee must **document** that it has incurred and paid at least \$2,000 in eligible expenses (\$1,000 **reimbursable**, \$1,000 **match**) before payment can be made.

### Documentation and Acceptable Match

Each **Claim for Payment** must include an **original, signed Claim for Payment** form, along with documentation of expenses incurred, payments made, and acceptable match. These forms are different for the grant types specified below.

**Documentation** may include, but is not limited to, copies of bills from consultants or other suppliers, statements of value of donated materials, and in-kind (force account or unpaid, volunteer) services. Proof of payment may be copies of canceled checks or municipal vouchers. A "[Match Documentation Worksheet](#)" is available from the Greenway to assist in documenting in-kind services. Sources of **match** may include "grantee cash," in-kind services (force account or volunteer labor), donated goods or materials, or other grants and donations, including other New York State grants. Volunteer labor may be **matched** at the rate of \$15/hour, unless the volunteer is working in their professional field. For example a surveyor who is surveying a property boundary may be claimed at their professional rate, however a surveyor who is clearing a trail must be claimed at \$15/hour.

Before a final grant payment can be made grantees must submit a **final report** with the last **Claim for Payment**. The type of information and/or actions required are detailed in the specific grant sections below, but for all grants the financial contribution of the Greenway/National Heritage Area must be noted in the final project documents. Depending on the type of grant, the Greenway or National Heritage Area logo must also be used as required by the grant Memorandum of Understanding.

### Greenway Communities and Greenway Compact Grants

- If the grant number at the top of your Memorandum of Understanding begins with either 'PL' or 'CP' you have a Greenway Communities or Greenway Compact Grant and must use the comptroller's [New York State Claim for Payment form](#). For help filling out this form be sure to review the sample Comptroller Claim for Payment form.



- Please review this [sample Claim for Payment form](#).
- Please note that the **grantee** requesting reimbursement is the “**Vendor**” on this form and the Vendor is only responsible for filling out the top portion (first 17 fields) as shown in the instructions.
- Reimbursements may only be made to the Grantee.
- **Note:** In order to receive full payment, plans that are created using Greenway Grants must be adopted by the local governing body.
- Up to 90% of the total grant award is available for reimbursement with submission of a Claim for Payment form and a draft plan, with the remaining 10% available once plans have been adopted.
- The Greenway must receive a copy of the final adopted plan (electronic versions are preferred) and a record of municipal adoption.
- The financial contribution of the Greenway must be noted in the final project documents and must include our logo. Acceptable credit: *“This project/plan was funded in part by a grant from the Hudson River Valley Greenway.”*

#### Greenway Conservancy Small Grants or National Heritage Area Grants

- If your grant number on your Memorandum of Understanding begins with either a four digit year, ‘NHA’ or ‘Q’ you have a Greenway Conservancy Small Grant or National Heritage Area Grant and must use the [Greenway Conservancy Claim for Payment form](#). For help filling out this form be sure to review the sample Conservancy Claim for Payment form.
- Please review this [sample Greenway Conservancy Claim for Payment form](#).
- Reimbursements may only be made to the Grantee.
- A final report and/or documentation of work performed must accompany the final payment request.
- For capital construction projects the final report may include photos and a short narrative of the work completed and for plans or design documents, an electronic copy of the final documents produced (electronic versions are preferred) will suffice.
- The financial contribution of the Greenway or National Heritage Area must be noted in the final project documents and must include either the Greenway or National Heritage Area logo. Acceptable credit: *“This project/plan was funded in part by a grant from the Hudson River Valley Greenway or “This project/plan was funded in part by a grant from the Hudson River Valley National Heritage Area.”*
- **Additional requirement for National Heritage Area grants:** The following language must be included in all documents paid for all or in part with federal funds: *“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”*

#### Submission

All reimbursement forms and documentation may be submitted to the Hudson River Valley Greenway c/o Finance Manager, 625 Broadway – 4<sup>th</sup> Floor, Albany, NY 12207-2995. An **original, signed Claim for Payment** form must be mailed, however all documentation and backup materials may either be mailed or be submitted digitally to the email below, so long as they are complete and legible.

If you have questions about the reimbursement process please call 518-473-3835 and ask for the Finance Manager or email [hrvg@hudsongreenway.ny.gov](mailto:hrvg@hudsongreenway.ny.gov). Please put ATTN: Finance Manager in the Subject line of your email. All forms mentioned in this article are available at:

<http://www.hudsongreenway.ny.gov/GrantFunding/CFP.aspx>

# Hudson River Valley Greenway Memorandum of Understanding Face Page

**DATE:** October 18, 2017

**PROJECT**

Beacon Hudson River Trail, as set forth in detail in Schedule 1.

**GRANTEE**

**City of Beacon**

1 Municipal Plaza  
Beacon, New York 12508

**GREENWAY**

**Greenway Conservancy for the Hudson River Valley, Inc.**

**Name:** Scott Keller

**Title:** Acting Executive Director

**Telephone:** (518) 473-3835

**Facsimile:** (518) 473-4518

**E-Mail:** [hrvg@hudsongreenway.ny.gov](mailto:hrv@hudsongreenway.ny.gov)

**Address:** 625 Broadway – 4<sup>th</sup> Floor  
Albany, New York 12207-2995

**SPECIAL AWARD CONDITIONS**

See section V.c.

**CONTRACT ID:** 2017-D-05

**CONTRACT TYPE:**

☒ Greenway Conservancy Small Grant

**CONTRACT PERIOD**

**From:** October 18, 2017

**To:** Two years after the date of execution

**FUNDING AMOUNT**

\$ 39,500.00, (thirty-nine thousand five-hundred dollars)

**GRANTEE TYPE:**

☒ A Municipal Corporation

☐ A 501(c)(3) Non-Profit Corporation

**GRANTEE FEDERAL TAX ID #:** 14-6002076

**CHIEF ELECTED/HEAD OF ORGANIZATION/  
AUTHORIZED SIGNER**

**Name:** Hon. Randy Casale

**Title:** Mayor

**Telephone:** (845) 838-5011

**E-Mail 1:** [mayor@cityofbeacon.org](mailto:mayor@cityofbeacon.org)

correct as necessary

**LEAD PROJECT CONTACT**

**Name:** Anthony Ruggiero

**Title:** City Administrator

**Telephone:** (845) 838-5009

**E-Mail 1:** [aruggiero@cityofbeacon.org](mailto:aruggiero@cityofbeacon.org)

correct as necessary

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the latest parties' signature date written below:

For the **GREENWAY:**

Scott Keller

Scott Keller  
Acting Executive Director  
Greenway Conservancy for the  
Hudson River Valley, Inc.

Date 12/5/2017

For the **GRANTEE:**

Randy Casale

Hon. Randy Casale  
Mayor  
City of Beacon

Date 11/21/17

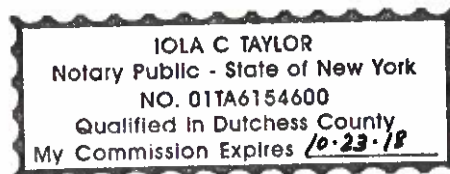
State of New York )

County of Dutchess )

On this 21<sup>st</sup> day of November in the year  
2017, before me personally came

Randy Casale, to me known,  
and known to me to be the person described in and  
who executed the foregoing instrument and he/she  
acknowledged to me that he/she executed the same.

Iola C. Taylor  
Notary Public



## ***MEMORANDUM OF UNDERSTANDING***

### **I. BACKGROUND**

This Memorandum of Understanding (MOU) is between **GREENWAY**, a public benefit corporation organized pursuant to Article 44 of the Environmental Conservation Law and the **GRANTEE** as identified on the Face Page hereof.

### **II. PURPOSE**

The purpose of this MOU is to provide assistance to the **GRANTEE** for the **PROJECT**, as set forth in Schedule 1.

### **III. STATEMENT OF MUTUAL INTEREST AND BENEFITS**

The Greenway Conservancy for the Hudson River Valley is a public benefit corporation established by the Greenway Act of 1991 to continue New York State's commitment to the preservation, enhancement and development of the world-renowned scenic, natural, historic, cultural and recreational resources of the Hudson River Valley, while continuing to emphasize appropriate economic development activities and remaining consistent with the tradition of municipal home rule. One of the Conservancy's primary functions as set forth in the Greenway Act is to establish a Hudson River Valley Greenway Trail System that links cultural and historic sites, parks, open spaces and community centers, and provides public access to the Hudson River. This trail system is composed of multi-use trails, bicycle routes and a water trail. The Hudson River Valley Greenway Act authorizes the Conservancy to fund projects related to the development of the Trail System.

**NOW THEREFORE, in consideration of the above premises, the parties agree as follows:**

### **IV. THE GREENWAY**

The **GREENWAY** shall provide financial assistance pursuant to this MOU.

The **GREENWAY** shall be responsible for enforcement of the provisions of this MOU and may refuse to authorize payment on any work performed where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the provisions of this MOU.

### **V. THE GRANTEE**

#### **A. Description of Work Program.**

The project elements are described in the scope of services, which is attached hereto as **Schedule 1**.

#### **B. Matching Funds**

The **GRANTEE** shall provide matching funds for this grant to be not less than the funds provided by the **GREENWAY**. Matching funds may include, but are not limited to, in-kind services (see Section V.C.), grants received and/or cash contributed as set forth in the project budget, which is attached hereto as **Schedule 1**.

#### C. New York State Contract Provisions

For all MOUs in excess of twenty-five thousand dollars (\$25,000) all applicable provisions of the NYS Master Contract for Grants - Standard Terms and Conditions shall apply. The Contract may be found online at <http://grantsreform.ny.gov/>. In such instances, if any conflicts arise between this MOU and the standard New York State contract, the provisions of the standard New York State contract shall take precedence.

#### D. In-Kind Services

The **GRANTEE** shall provide, to the extent practicable, the **GREENWAY** with an accounting of actual volunteer time and time spent by other in-kind service providers if such time is to be applied to the match required under this MOU. Cash, force account labor, real property, and donated professional services, labor, equipment, supplies and materials, and other grants, including New York State grants, all can be used as the applicant's share of project costs. The entire share must be related to the project for which funds are requested, be fully documented, and fall entirely within the MOU term (see Section X). The **GREENWAY** shall require certification of donated professional services.

#### E. Use of Products Produced, Copyright, and Greenway Representation

*Use of Products Produced:* A draft of any documents, reports, studies, maps, signs, brochures etc. must be submitted to the **GREENWAY** for review prior to final production. When feasible, digital data shall be provided on a media and in a format suitable for use by the **GREENWAY**.

*Grant of Rights:* All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, websites, digital media, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this MOU will be owned jointly by the **GRANTEE** and **GREENWAY**.

*Representations and Warranties:* the **GRANTEE** represents and warrants that (i) the Materials will be originally and specifically developed by the **GRANTEE** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **GRANTEE** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **GRANTEE** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

#### F. Acknowledgement

All final reports, maps, signs and documents shall note the financial contribution of the **GREENWAY** as follows: ("*Funded in Part by a Grant from the Hudson River Valley Greenway*") and the **GREENWAY** logo shall be displayed, which will be provided upon request. Final payment is contingent upon proof of final product displaying this acknowledgement.

#### G. Payments

(i) The **GRANTEE** shall submit Vouchers to the **GREENWAY** for payment of services performed. (ii) No advance payments will be provided to any **GRANTEE**. (iii) No payment under this MOU will be made by the **GREENWAY** to the **GRANTEE** unless proof of performance of required services, programs, or accomplishments is provided. Payment shall be made upon audit and approval of the **GREENWAY** of

vouchers executed by an authorized officer of the **GRANTEE**. (iv) Eligible expenditures for the Project are those expenditures which are identified in the attached Schedule 1 and which are made in accordance with the applicable appropriation authority, and which have been incurred within the term of the MOU. (v) Any cost overruns will not be paid by the **GREENWAY** and the **GREENWAY** is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified. (vi) If the **GRANTEE** fails to submit a final report within 30 days after the expiration of this MOU, further reimbursements may be withheld by the **GREENWAY**, and all funds previously paid under this MOU may be due and owing. (vii) The **GREENWAY** shall not be liable for any expenses or obligations arising after the MOU termination date.

The **GREENWAY** will notify the **GRANTEE** if the voucher is incomplete or deficient. Upon authorization, the **GREENWAY** will process the request for payment. Payments will only be made for amounts greater than or equal to 20% of the total grant.

#### H. Final Payment

The final payment, not to exceed 10% (ten percent) of the grant award, shall be retained by the **GREENWAY** until the **GREENWAY** deems the work program complete and upon receipt of a satisfactory final report and all necessary materials summarizing the project (see Section V.H.). Verification of project completion and, when applicable, adoption of plans by the governing body, is required prior to the issuing of final payment.

#### I. Final Report

**GRANTEE** is required to submit a final report to receive final payment. The final report shall include verification of the completion of the project. Elements of the final report may include, but are not limited to, a narrative; copies of adopted plans, reports, or other publications acknowledging **GREENWAY** support and containing the **GREENWAY** logo (see Section V.E.); proof of formal adoption of plans by local government grantees; before and after photographs; sketches; maps; slides; engineering designs; and printed materials containing the **GREENWAY** logo and any other materials produced fully or in part with grant funds. Final reports may be submitted in either electronic or paper format and must contain a copy of publications or photographs of any products including kiosks and other interpretive structures produced using **GREENWAY** funds.

#### J. Consultants

The **GRANTEE** shall provide the **GREENWAY** with copies of any Request for Proposal (RFP) or of Request for Qualifications (RFQ) for consulting services related to this agreement. The **GRANTEE** shall notify the **GREENWAY** when a consultant has been selected.

Consultants or contractors engaged by the **GRANTEE** to carry out any part of the work program shall be the agents of the **GRANTEE**. There shall be no obligation between the **GREENWAY** and such agents. The **GRANTEE** agrees to comply with any and all of its adopted procurement policies with regard to the engagement of such agents and contractors, as well as all applicable state and federal requirements.

#### K. Expenditure Categories

Expenditures per cost category or line item may exceed the amounts indicated in the project budget up to ten percent (10%) or one thousand dollars (\$1,000), whichever is greater, without approval of the



**GREENWAY**, provided that the Total Grant Funds and Total Matching Funds as set forth in **Schedule 1** are not changed. Any expenditure in excess of such 10% or \$1,000 or any change to the Total Grant Funds or Total Matching Funds shall, at the sole discretion of the Greenway, require either an amendment to the Agreement as set forth in Section VII or written approval from the Greenway.

**L. Record Keeping and Reporting**

The **GRANTEE** will maintain accurate records of expenditures for a period of three years after the project is completed. The **GREENWAY** may, for a period of three years after project completion, inspect the financial records related to the project.

**M. Re-Granting**

The **GRANTEE** may not use any grant funds to re-grant to individuals or other organizations.

**N. Permits**

The **GRANTEE** is responsible for and must acquire any and all federal, state and local permits required for the project. All new construction projects must meet the 2010 American's with Disabilities (ADA) Design Standards [http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm).

**O. Certification Regarding Conflict of Interest and Financial Standing**

Please note: Under NYS law, all not-for-profit corporations entering into a contract under this program will be required to sign a certification indicating that there is no conflict of interest, that the organization is in good financial standing, and that the funds will be used solely for public purposes.

**VI. Completion of Agreement**

No later than thirty days prior to the expiration date of this agreement, the **GRANTEE** shall

A. Notify the **GREENWAY** in writing that work will be completed pursuant to the term of the agreement.

OR

B. Present the **GREENWAY** with a proposed timetable for completion of any outstanding components of the scope of work beyond the agreement expiration date, and request a specific time extension during which time the project(s) will be completed.

OR

C. Notify the **GREENWAY** in writing that the **GRANTEE** is terminating the agreement and releases any remaining funds.

**VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

This MOU may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY**, and the **GRANTEE**.

**VIII. NOTICES**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or

(v) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### **IX. Special Award Conditions**

Special Award Conditions are identified on the Face Page hereof.

#### **X. Effective Date and MOU Term**

This MOU shall be effective when it is fully executed. The term of the MOU is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the **In Witness Whereof** section identified on the Face Page hereof.

# Schedule 1

## Scope of Services and Budget



## Hudson River Valley Greenway

**Note: You must save this form to your computer before filling it out. Forms must be completed using Adobe Acrobat 9.0 or higher.**

KEVIN M. BURKE  
Acting Chair  
Greenway Conservancy

BARNABAS MCHENRY  
Chairman  
Greenway Council

SCOTT KELLER  
Acting Executive Director

### 2017 Greenway Conservancy for the Hudson River Valley Trail Grant Program Application

#### PART A—PROJECT CATEGORY

Check the **one** category that best fits your project:

☐

Trail Construction

☐

Trail Rehabilitation or Improvement

☒

Trail Planning or Design

☐

Trail Education or Interpretation

#### PART B—GENERAL PROJECT AND APPLICANT INFORMATION

1. Project Name: Beacon Hudson River Trail

2. Lead Applicant Organization or Municipality:

The City of Beacon

3. Co-Applicant(s) (if any):

4. Project Location: County/Countries Dutchess

City/Town/Village(s) Beacon

Project Site Address: 123 Red Flynn Dr.

City/Town/Village: Beacon State: NY Zip Code: 12508

5. Project Costs:

Greenway Funds Requested:	\$ 39500
Applicant Match*:	\$ 40000
Other Funding**:	\$ 0
Project Total:	\$ 79500

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

*\*Applicant Match includes cash, in-kind services and other monies from eligible grants and must match or exceed Greenway Funds Requested.*

*\*\*Other Funding includes federal, state, and other grants not reflected in Applicant Match.*

6. Applicant's Interest in Property (e.g. own, lease, easement, etc.): Easement

7. Legislative Districts: Senate: 41 Assembly: 104

8. Check category of Lead Applicant: ☒ Municipality ☐ Not-for-Profit Corporation

9. Federal ID #: 14-6002076

Charities Registration # (if not-for-profit): \_\_\_\_\_

**\*All not-for-profits must include a copy of their IRS Determination Letter and latest audit, or financial statement if not audited.**

10. Chief Elected Official/Head of Lead Applicant Organization  
(Supervisor/Mayor/County Executive/Executive Director)

Name: Randy Casale

Title: Mayor

Mailing Address: 1 Municipal Plaza

City: Beacon State: NY Zip: 12508

Phone: (845) 838-5011

Email 1: mayor@cityofbeacon.org

Email 2: \_\_\_\_\_

Lead Contact Person (if different from Chief Elected Official/Head of Organization):

Name: Anthony Ruggiero

Title: City Administrator

Mailing Address: 1 Municipal Plaza

City: Beacon State: NY Zip: 12508

Phone: (845) 838-5009

Email 1: aruggiero@cityofbeacon.org

Email 2: \_\_\_\_\_

**Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017**

## **PART C—PROJECT DESCRIPTION**

- ☒ Project connects to New York Empire State Trail (Education/Interpretation projects not eligible)

### ***Project Description***

Please provide a brief project description, which addresses all relevant project issues, including how your project fits one of the Project Category priorities in the Trail Grant Program Guidelines page 5, and how it addresses any of the Additional Criteria. Detail how the project connects to the New York Empire State Trail (if applicable; Education or Interpretation projects not eligible). The narrative must also explain how the project will promote at least one or more of the Greenway Criteria. A 1-page narrative is preferred; however, you may attach additional pages. **Minimum font size 10 point**  
Narrative must not exceed 3 pages.



**PART D— WORK PROGRAM & TIME LINE**

**Work Program & Time Line:** Complete the information requested below and briefly list the proposed work program by task, phase, or milestone and the timeline associated with the project. At a minimum, provide a start date and completion date for each project milestone (e.g. public input period, draft document completed, etc.). You may provide this information in an attachment. Under this grant program, reimbursable costs or applied match may **not** be incurred prior to the date of award. Expected award date is October 11, 2017 (subject to change without notice).

Project Start Date: 4/2/2018 Expected Project Completion Date: 11/15/2018

	<u>Description</u>	<u>Start Date</u>	<u>Completion Date</u>
Phase/Task 1:	Topography/Site Survey	4/2/2018	5/1/2018
Phase/Task 2:	Geo-technical Investigation	5/1/2018	6/4/2018
Phase/Task 3:	Environmental/Historic Resources Review	6/4/2018	8/1/2018
Phase/Task 4:	Preliminary Design Documents	8/1/2018	10/19/2018
Phase/Task 5:	Grant Closeout	10/19/2018	11/15/2018
Phase/Task 6:			

## PART E—BUDGET SUMMARY

Please identify the proposed expenditures of the project according to the following: (See worksheet below for budget and match detail)

Project Costs	Greenway Funds Requested	Applicant Match (Cash or In-Kind)	Other Funding**	Total
Administration Costs: (max 10% of total grant)	\$ 0	\$ 0	Not applicable	\$ 0
Contractual/Professional Services:	\$ 39500	\$ 40000	\$ 0	\$ 79500
Equipment/Supplies/Materials:	\$ 0	\$ 0	\$ 0	\$ 0
Construction:	\$ 0	\$ 0	\$ 0	\$ 0
Land Acquisition:	Not applicable	\$ 0	\$ 0	\$ 0
In-kind salaries, wages, volunteer hours, and travel	Not applicable	\$ 0	Not applicable	\$ 0
<b>Total:</b>	<b>\$ 39500 +</b>	<b>\$ 40000 +</b>	<b>\$ 0 =</b>	<b>\$ 79500</b>
	<b>Greenway Funds Requested</b> This must equal the amount of "Greenway Funds Requested on pages 1 and 7	<b>Applicant Match*</b> This must equal the amount of "Applicant Match on pages 1 and 10	<b>Other Funding</b> This must equal the amount of "Other Funding on pages 1 and 11	<b>Project Total</b> This must equal the amount of "Project Total" on pages 1 and 11

\*Applicant Match includes cash, in-kind services and other funds from eligible grants. Applicant Match must match or exceed the Greenway Funds Requested total.

\*\*Other funding includes federal, state and other grants not reflected in local match.

**Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017**

**Budget Detail for Greenway Funds Requested:**

Administration (Please specify):

Not Applicable \$ 0

\$

\$

Sub-total Administration: \$ 0  
Must equal this line in Budget Summary on Page 5

Contractual/Professional Services (Please specify):

Preliminary Design Services \$ 39500

\$

\$

Sub-total Contractual/Professional Services: \$ 39500  
Must equal this line in Budget Summary on Page 5

Equipment/ Supplies/ Materials (Please specify):

Not Applicable \$ 0

\$

\$

Total Equipment/Supplies/Materials: \$ 0  
Must equal this line in Budget Summary on Page 5

**Continued on next page**

**Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017**

**Budget Detail for Greenway Funds Requested (continued):**

Construction:

Not Applicable \$ 0

\$

\$

*Total Construction:* \$ 0  
*Must equal this line in Budget Summary on Page 5*

**Total Greenway Funds Requested:** \$ 39500  
**Must equal Greenway Funds Requested on pages 1 and 5**

### Applicant Match Budget Detail:

#### In-kind services (salaries, wages, travel/mileage):

Salaried/hourly (please list number of hours and rate of pay; list additional on a separate worksheet but include in total on page 8):

Job Title: \_\_\_\_\_

Rate of Pay: \$ \_\_\_\_\_ /Hour x \_\_\_\_\_ Hours = \$ \_\_\_\_\_

Job Title: \_\_\_\_\_

Rate of Pay: \$ \_\_\_\_\_ /Hour x \_\_\_\_\_ Hours = \$ \_\_\_\_\_

Job Title: \_\_\_\_\_

Rate of Pay: \$ \_\_\_\_\_ /Hour x \_\_\_\_\_ Hours = \$ \_\_\_\_\_

Job Title: \_\_\_\_\_

Rate of Pay: \$ \_\_\_\_\_ /Hour x \_\_\_\_\_ Hours = \$ \_\_\_\_\_

Job Title: \_\_\_\_\_

Rate of Pay: \$ \_\_\_\_\_ /Hour x \_\_\_\_\_ Hours = \$ \_\_\_\_\_

#### General Volunteer Hours (valued at \$15 per hour):

Number of Volunteers: \_\_\_\_\_

Total Volunteer Hours: \_\_\_\_\_ x \$15/hour = \$ \_\_\_\_\_

#### Mileage (show rate and miles, rate may not exceed IRS limits):

\_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_  
(Rate) (Miles)

<https://www.irs.gov/tax-professionals/standard-mileage-rates>

Other Travel (specify): \_\_\_\_\_ \$ \_\_\_\_\_

Sub-total In-kind Services: \$ \_\_\_\_\_

Must equal this line in Budget Summary on page 5.

Continued on next page

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

**Applicant Match Budget Detail (continued):**

Land Acquisition Match (Please specify):

\$ 0

Administration (Please specify):

Reimbursable Expenses \$ 2500

\$

\$

*Sub-total Administration:* \$ 2500  
*Must equal this line in Budget Summary on Page 5*

Contractual/Professional Services (Please specify):

Topographic Site Survey \$ 9000

Geotechnical Investigation \$ 8000

Environmental/Historic Resources Review \$ 5000

*Sub-total Contractual/Professional Services:* \$ 22000  
*Must equal this line in Budget Summary on Page 5*

**Continued on next page**



**Equipment/ Supplies/ Materials (Please specify):**

\_\_\_\_\_ \$

**\$ 15500**

**Not Applicable**

\$0

\$\_\_\_\_\_

\$ \_\_\_\_\_

**\$40000**

**Other Contractual/Professional Services (Please specify):**

Not Applicable

\$0

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$0

**Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017**

**Other Funding Budget Detail (continued):**

Other Equipment/ Supplies/ Materials (Please specify):

Not Applicable

\$ 0

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

*Sub-total Other Equipment/Supplies/Materials:  
Must equal this line in Budget Summary on Page 5*

\$ 0

Other Construction:

Not Applicable

\$ 0

\$ \_\_\_\_\_

\$ \_\_\_\_\_

*Sub-total Other Construction:  
Must equal this line in Budget Summary on Page 5*

\$ 0

Other Land Acquisition (Please specify):

Not Applicable

\$ 0

*Must equal this line in Budget Summary on Page 5*

**Total Other Funding:**

\$ 0

*Must equal Other Funding on Pages 1 and 5*

**Project Total (Total Greenway Funds Requested  
+ Total Applicant Match + Total Other Funding):  
Must equal Project Total on Pages 1 and 5**

\$ 79500

**Environmental/Historic/Coastal Consistency Reviews**

Does the project require a permit approval or funding from any other governmental agency (federal, state or local)?



No



Yes

If "yes", list the agency(ies) and permit/approvals:

SEQRA Status – Please select the appropriate action type:

Type 1 ☐

Type 2 ☐

Unlisted ☒

For further guidance, see <http://www.dec.ny.gov/permits/6203.html>

If the project is a Type I or Unlisted Action, please attach the Environmental Assessment Form

If a Determination of Significance has been established, what was the determination?

**Regional Economic Development Council Strategic Plans**

Please check the Regional Economic Development Council(s) in which the project will take place: (For guidance, please see <http://regionalcouncils.ny.gov>)

Capital Region ☐

Mid-Hudson Region ☒

New York City ☐

Please list the specific numbers of the goals and strategies of the region's strategic plan that your project will help implement:

**Municipal/Board Grant Request Resolution\*:**

An approved municipal or non-profit board resolution authorizing and endorsing this grant application must be provided before the application can be considered complete. A sample municipal resolution and not for profit certification/resolution are provided in the guidelines.

**\*Note: If your Board does not meet until after the application deadline, please complete the following:  
The municipal board will be considering a resolution for this project to be voted on the following date:**

**The resolution will be sent to the Greenway office within 48 hours of this meeting date.**

**Certification: Please read and sign the following. Digital signatures are acceptable.**

"I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law

Name: Randy Casale

Title: Mayor, City of Beacon

Signature: Randy Casale

Date: 9/8/2017

**Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017**

## Application Requirements & Checklist

Please note: Applicants must complete or release previously awarded projects through the Greenway Conservancy Small Grant Program before being eligible to receive funding in this round.

**You must submit the following by the deadline. Failure to include any of the required elements may make your application ineligible for consideration.**

☒ **1) Email Submission (Preferred):** A complete electronic copy of all application materials (a single PDF document is preferred) should be emailed to [hryq@hudsongreenway.ny.gov](mailto:hryq@hudsongreenway.ny.gov)

**OR**

**Hard Copy Submission:** One (1) original hard copy AND one (1) Electronic copy on CD or flash drive (PDF preferred)

☒ **2) Completed and signed Greenway Conservancy for the Hudson River Valley Trail Grant Application Form including**

- \* Not-for-profits must include Federal ID #, Charities Registration # and IRS determination letter
- \* Municipalities must include Federal Tax ID#

☒ **3) Narrative:** Please provide a brief narrative of the proposed project, which addresses all relevant project issues, including how your project fits one of the "Priority Project Categories" on page 5 and how it addresses any of the Additional Criteria. The narrative must also explain how the project will promote at least one or more of the Greenway Criteria. **Limit of 3 total pages.**

☒ **4) Resolution(s):** All applicants are required to pass a resolution by the governing body authorizing the grant application. The applicant municipality must obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located. Include the signed and dated resolution in your application. Not-for-profit corporations must submit an approved municipal letter(s) of support in addition to their own resolution. \*Note: If your Board does not meet until after the application deadline, please complete the related section on page 12.

☒ **5) Map(s) of the proposed project area:** Please include a map of the proposed project area, including its location within the county, as well as a more detailed depiction of the project site. Please include any nearby trails. Include GPS coordinates of the planned or existing trailhead where appropriate. If your project involves the installation of signs, please show locations of signs to be installed. Maps must be legible. See Google maps for a simple way to produce a legible map: <https://maps.google.com/>

☒ **6) Supporting Information:** Where appropriate, include photos, plans, drawings and other documents that highlight the need for this project. Letters of support from partners and beneficiaries of the proposed project are also recommended.

☒ **7) Ownership Interest:** Include documentation of ownership interest in the property (deed) if applicable, and, if the applicant is not the landowner, a written agreement with the landowner.

☒ **8) Legal Compliance:** Please indicate that you have applied for all local, state and federal permits. Your project must comply with all local, state and federal laws and requirements. Funds will be contingent on proof of such permits.

☒ **9) SEQRA Compliance:** If project is a Type I or Unlisted Action, please attach the completed [Environmental Assessment Form](#).

☒ **10) Not-for-profit Corporations** must also submit a copy of their latest financial audit and IRS Determination Letter. If your organization is not required to have an audit, please provide a copy of your most recent financial statements.

**Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017**

## Beacon Hudson River Trail Project Narrative

The city of Beacon is seeking \$40,000 in funding from the Greenway Conservancy for the Hudson River Valley Trail Grant Program for the preliminary design of the Beacon-Hudson River Trail (BHRT), the last remaining gap within Beacon's city limits, in the Hudson River Valley Greenway. This Greenway is intended to be a continuous waterfront trail that extends from New York City to the north of Albany. The City hopes to erect a pedestrian and bicycle, scenic trail that provides a non-motorized link between the City of Beacon and our surrounding communities by connecting the Beacon Metro-North Railroad train station with the Newburgh-Beacon Bridge by way of the Trail of Two Cities and the anticipated Greenway Trail route in the Town of Fishkill, which connects to the completed Wappingers Falls trail north to the City of Poughkeepsie.

For some time now, the City of Beacon has pursued the development of a robust system of parks, trails, and other open space elements that would improve the quality of life in Beacon, and provide access to additional active and passive outdoor recreation opportunities for our residents and visitors. This is evidenced in the numerous studies conducted on behalf of the City or the surrounding region, that support the Beacon Hudson River Trail and/or its goals. Specifically, the City of Beacon Comprehensive Plan, City of Beacon Local Waterfront Revitalization Plan, Hudson River Valley Greenway Vision Plan, Walk-Bike Dutchess, and the Mid-Hudson Regional Economic Development Council Strategic Plan all back the BHRT for a number of reasons. These reasons range from viewing the trail as an essential component of a larger envisioned trail system throughout the city, to supporting the trail for the potential economic benefits that would accompany the conservation and promotion of natural resources, eco-tourism and waterfront redevelopment.

The majority of the intended BHRT project site lies within the existing Metro North Railroad right-of-way and is directly adjacent to the railroad's maintenance road. The anticipated trail will extend through a number of properties, including the New York State Bridge Authority (NYSBA) Newburgh-Beacon Bridge right-of-way. It is important to note that, as outlined in their letter of support, the NYSBA is supportive of the project's completion. Just as the railway approaches the Newburgh-Beacon Bridge, there will be an eastern extension that runs parallel to the bridge's eastbound ramps up to the existing path that is adjacent to the bridge service road on the southern side of the Newburgh-Beacon Bridge.

The BHRT aligns with the following criteria set forth on page 5 of the Greenway Conservancy Trail Grant Program Guidelines.

### Natural and Cultural Resource Protection & Public Access

By designing and subsequently building this trail, the City of Beacon aims to increase and improve access to our City's natural resources for our residents and all those that visit Beacon throughout the year. The proposed site for the Beacon Hudson River Trail stretches roughly one mile from the Beacon Metro-North Railroad passenger station north to the Newburgh-Beacon Bridge. The proposed trail will act as a dedicated parcel of open space, providing Beacon residents and visitors with unrestricted access to the scenic views of Mount Beacon, Fishkill creek, the Hudson Highlands, and the Hudson River, along with glimpses of Beacon's industrial history. One major appeal of the BHRT is that it will provide a nonmotorized link between the City of Beacon and surrounding communities by connecting the train station with the Newburgh-Beacon Bridge. This will promote alternatives to conventional methods of transportation that rely on fossil fuels and decrease traffic congestion due to the promotion of these multi-modal transportation alternatives.

### Economic Development

Although the trail itself will not generate an enormous revenue stream, the city of Beacon is certain that its construction will provide a considerable boost to the local and regional economy. This is due to the ecotourism that is fostered by the establishment of green spaces, particularly green spaces that afford for recreation opportunities. We are certain that new visitors from throughout the region will travel this trail regularly specifically because of its connection to the train station. As outlined in Section 9 on page 128 of Beacon's updated Comprehensive Plan, these visitors will generate additional revenue without the added cost of having to maintain new rails, bridges, and trains. It will also allow for this new revenue stream to spread to other businesses in the local centers and commercial hubs of the region. Moreover, green spaces have the ability to make communities more attractive to businesses and homebuyers simply because people want to work and live in places that are perceived as safe, and offer enhanced quality of life.

### Heritage and Environmental Education

Developing a trail along the rail corridor located to the north of the Beacon Metro-North Railroad will go beyond simply creating a recreational trail connection; it will reimagine the urban form of our city and the surrounding region by promoting the conservation of habitat and biodiversity, advancing opportunities for fitness, recreation, and transportation, and possibilities for economic development in the City. The proposed trail will navigate several distinct areas within Beacon and include numerous historical resources and scenic views. With regard to the recently announced 750-mile Empire State Trail which will extend from Canada to NYC (north to south), and stretch from Albany to Buffalo (east to west); the BHRT will close a gap in the proposed Empire State Trail along the Beacon Rail Line, east of the City.

The Scope of work for the design of the proposed project area is separated into four distinct segments:

#### Segment A: Proposed trailhead Beacon Metro-North Train Station to North End of Parking Lot

This trailhead will originate on West Main Street and move toward the MTA Visitor Parking Lot, another trailhead is planned for the westernmost corner of the commuter lot. This portion of the trail will be an estimated 0.4 miles in length and travel the border of the commuter and employee parking lots parallel to the rail line, before reaching the woodlands adjacent to the Tompkins Terrace Preservation.

#### Segment B: North End of Parking Lot to Existing Pond

The second portion of the proposed trail will travel adjacent to the woodlands of the Tompkins Terrace Preservation property, extending approximately 0.3 miles along the Hudson River. A 110-year-old, and 250-foot-long retaining wall will separate the trail from the train tracks in the southern section of this segment. If funding permits, a potential overlook on the northern end of this wall is proposed to provide visitors with an expansive view of the Hudson River. Located in this section of the trail is an existing pond to the east; here seating is proposed, along with signage that could be installed to inform trail users about areas ecology.

#### Segment C: Existing Pond to Town of Fishkill

The third segment of the proposed trail will commence under the Newburgh Beacon Bridge and travel for approximately 0.25 miles before connecting with the proposed Town of Fishkill Hudson River Trail. This section will also include a proposed Trail Spur that will extend approximately 275 feet to the



west to bring visitors to a proposed overlook of the Hudson River and the Newburgh-Beacon Bridge. It will also cross two streams in two locations; bridges are proposed at each location to guard the banks of the stream beds and to accommodate users of all abilities. Near the intersection of the proposed trail spur and the continuation of section three of the trail, exists an old growth grove of oak trees. These trees hold ecological and historic significance and will be protected during construction of the trail.

#### Segment D: Parallel to Newburgh-Beacon Bridge

The fourth section of the proposed trail extends westward from the third. This trail spans roughly 715 feet along the existing service road on the southern side of the Newburgh-Beacon Bridge. The final boundary of this segment is marked by a proposed trailhead, where users of the existing Newburgh-Beacon Bridge pedestrian/bicycle pathway can connect to the Beacon Hudson River Trail.

The Scope of work to be completed in the final design phase of the project is separated into the following four distinct tasks:

#### Task 1: Topographic/ Site Survey \$9,000.00

This segment will include a field review of the project site to identify existing topography and soils within the project area. Specifically, these reviews will identify the presence and general composition of soil types and topographic features within the project corridor. This review will also examine on site vegetation, identification of the presence and overall extent of existing floodplains within the immediate project corridor, identification of existing wetlands, streams, and ponds, and an evaluation to detect any threatened or endangered species within the project area.

#### Task 2: Geotechnical Investigation \$8,000.00

A geotechnical investigation will be conducted to determine soil characteristics, soil permeability rates, and depths to groundwater table and bedrock when encountered.

This section of the project will include soil borings to determine the soil characteristics by field observation and laboratory testing, and falling-head in-situ permeability tests (permeability tests, or PTs) to determine soil permeability rates.

#### Task 3: Environmental/Historic Resources Review \$5,000.00

Much of the environmental review will occur during the completion of Task A. However, because the proposed BHRT traverses land that was at one time populated by Native Americans, and later by early European settlers, estate owners, institutions, and transportation infrastructure; we will ensure the completion of review to identify recorded and visible cultural resources within the project area. This will ensure the preservation of archaeological and cultural properties that reflect Beacon's rich history.

#### Task 4: Preliminary Design Documents \$55,000

Preliminary design plans and details will consist of the following plan sheets:

- Cover Sheet and General Notes
- Alignment Layout/Materials Plan
- Grading/ Drainage Plan
- Landscape Plan
- Construction Details that identify materials and methods for site improvements

September 6, 2017

1 Winners Circle, Suite 130, Albany, NY 12205  
Tel: 518.463.4400

Mr. Mark Price, Director of Recreation  
City of Beacon  
23 West Center Street  
Beacon, NY 12508

RE: City of Beacon – Hudson River Trail  
Preliminary Design - Fee Estimate

Dear Mr. Price:

Weston & Sampson, PE, LS, LA, P.C. is pleased to present our fee estimate to the City of Beacon (Client) for professional services in connection with the Beacon Hudson River Trail Project (Project) in Beacon, New York. The Project area is planned to consist of a 1.25 multi-use trail from the Beacon Train Station, north to the Town of Fishkill limit.

We propose to perform the next phase of the project for the fee breakdown indicated below

Task A: Topographic/ Site Survey	\$ 9,000.00
Task B: Geotechnical Investigation	\$ 8,000.00
Task C: Environmental/Historic Resources Review	\$ 5,000.00
Task D: Preliminary Design Documents	\$ 55,000.00
Reimbursable Expenses	\$ 2,500.00
Total:	\$ 79,500.00

The following tasks are not included within this estimate:

- Municipal Review/ permitting.
- Final Design Documents/ specifications manual (i.e., contract terms, insurance requirements, and bid forms, etc.).
- Construction Phase Services

We appreciate the opportunity to present this fee estimate,

Very truly yours,  
Weston & Sampson, PE, LS, LA, PC

*Daniel P. Biggs*

Daniel P. Biggs, RLA  
Team Leader/ Sr. Landscape Architect



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. 95 OF 2017**

**RESOLUTION APPROVING AND ENDORSING A GRANT UNDER THE HUDSON RIVER  
VALLEY GREENWAY GRANT PROGRAM FOR THE PROJECT KNOWN AS THE BEACON  
HUDSON RIVER TRAIL**

**WHEREAS**, the City of Beacon is applying to the Hudson River Valley Greenway for a grant under the Hudson River Valley Greenway Grant Program for a project entitled The Beacon Hudson River Trail, to be located in the City of Beacon adjacent to the Beacon Metro-North Railroad,

**WHEREAS**, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located;

**NOW, THEREFORE**, be it resolved that the governing board of the City of Beacon hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Grant Program, for a project known as The Beacon Hudson River Trail and located within this community.

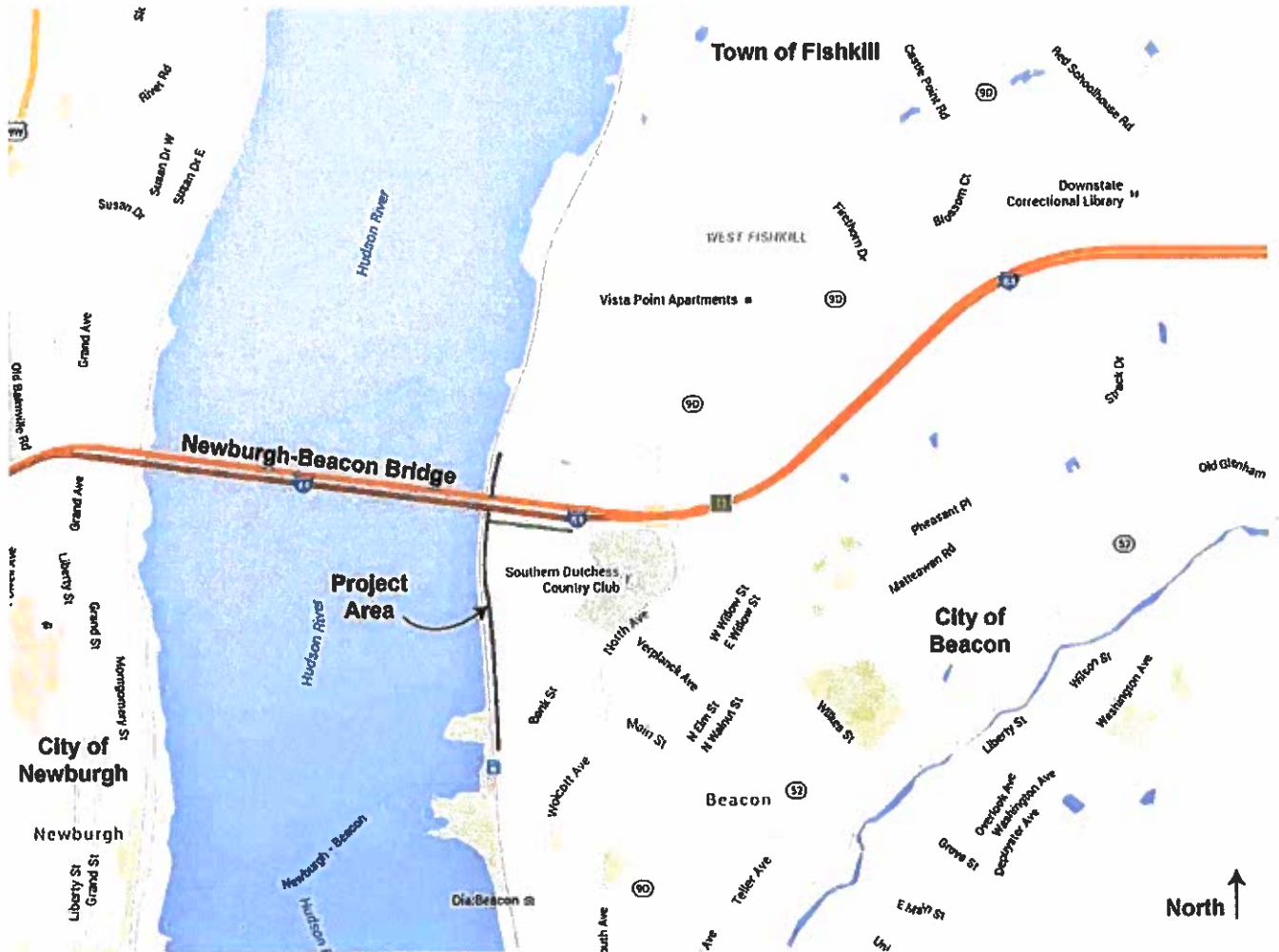
September 5, 2017  
Date of Adoption

Iola C. Taylor  
Name of Municipal Clerk

Iola C. Taylor  
Signature

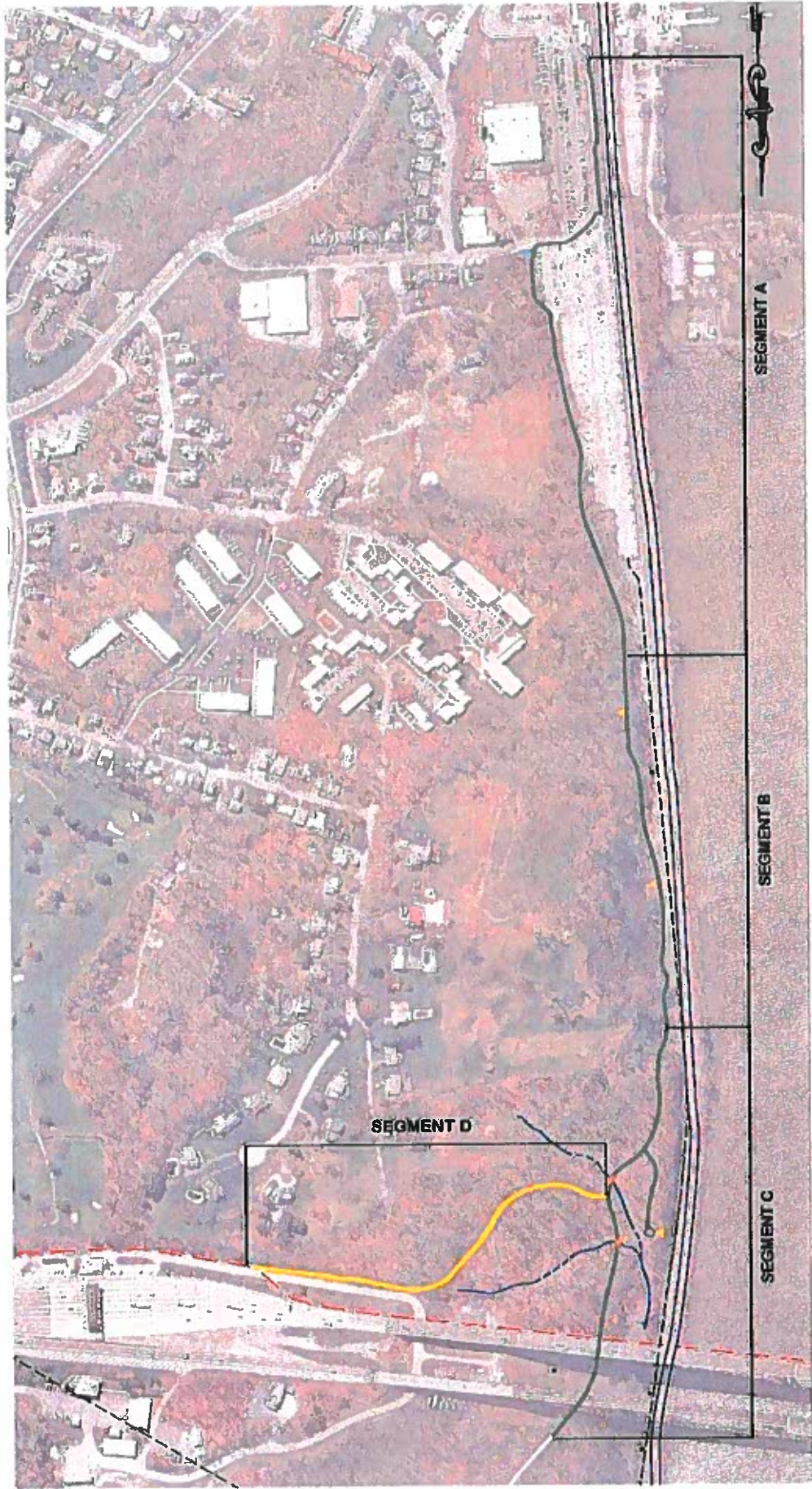
Resolution No. <u>95</u> of 2017			Date: <u>September 5, 2017</u>				
<input type="checkbox"/> Amendments			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		All Muhammad	x				
		Omar Harper					x
		Lee Kyriacou	x				
	x	George Mansfield	x				
x		Pam Wetherbee	x				
		Peggy Ross	x				
		Randy Casale	x				
		Motion Carried	x				

# BHRT Project Area



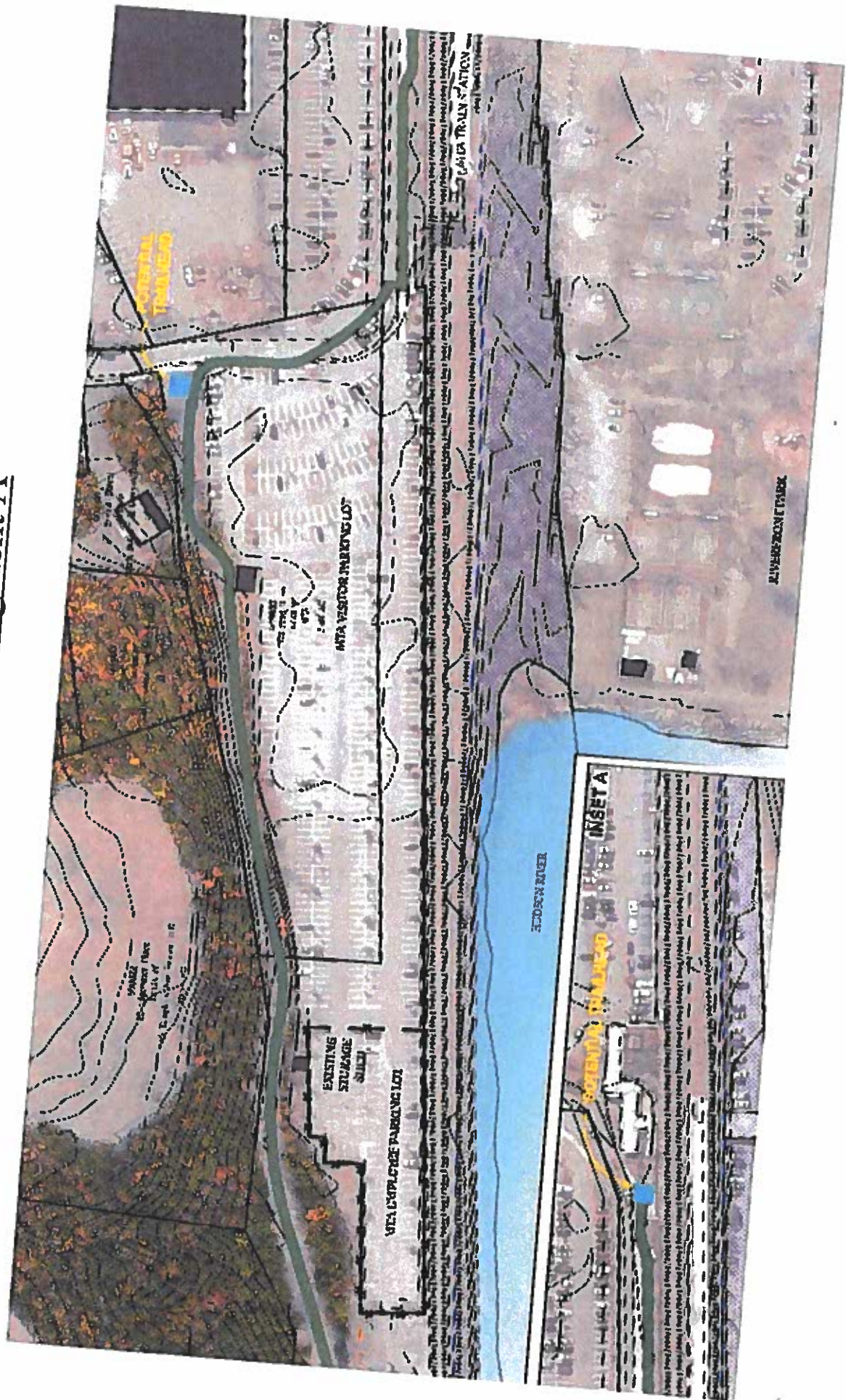


## BHRT Scope of Work-Segment Plan





BHRT-Trail Segment A



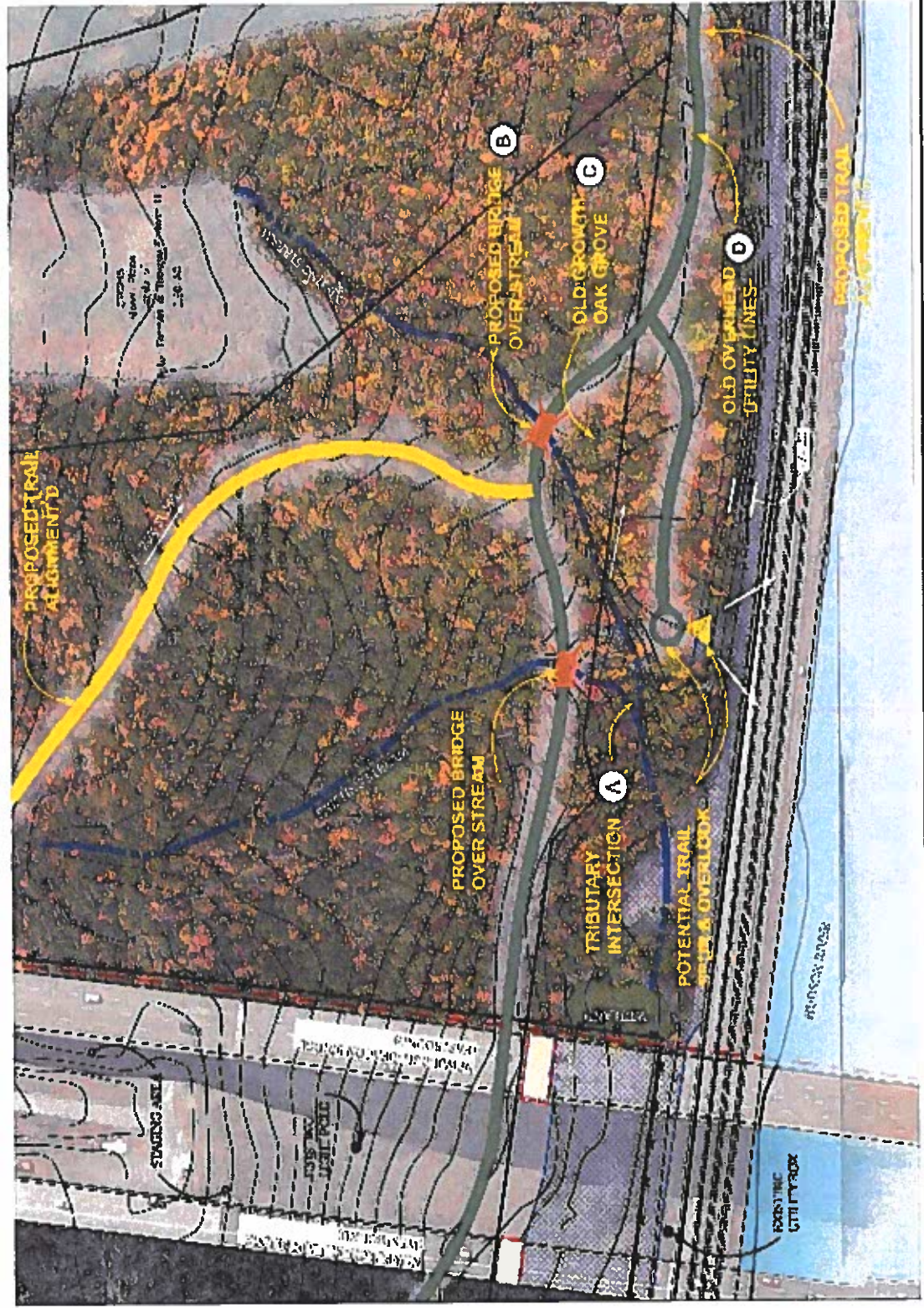


## BHRT-Trail Segment B



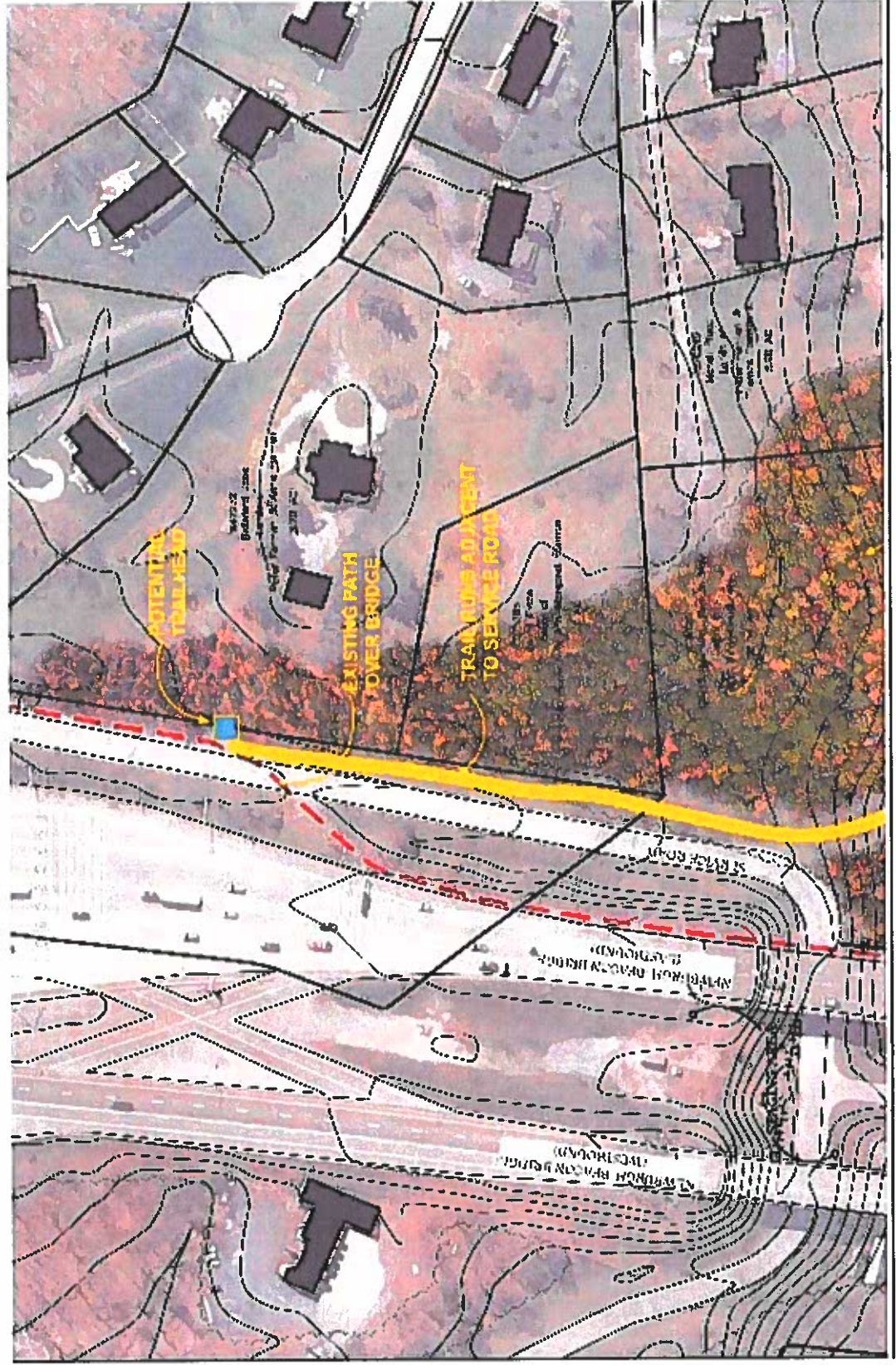


## BHRT-Trail Segment C





## BHRT-Trail Segment D

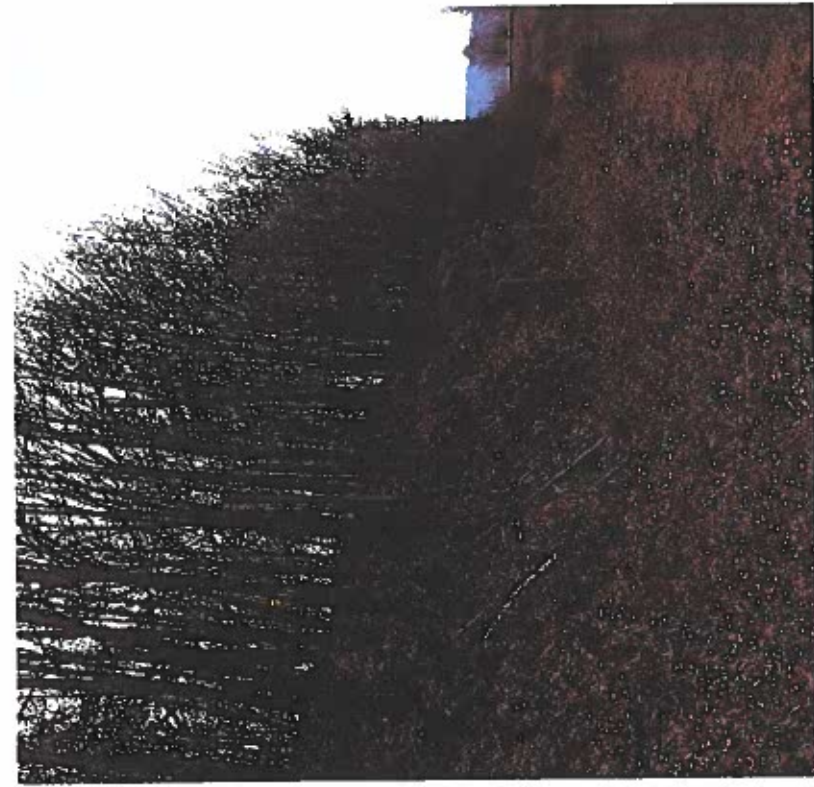




## BHRT Site- Existing Conditions



## Existing Site Conditions Cont'd



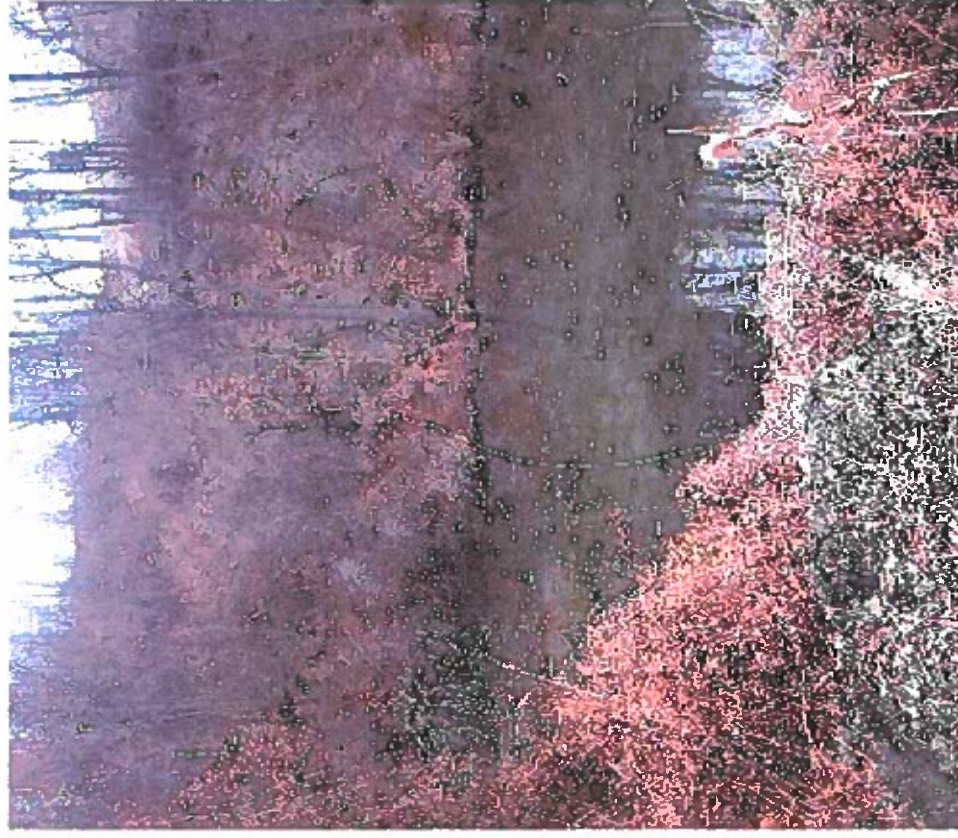
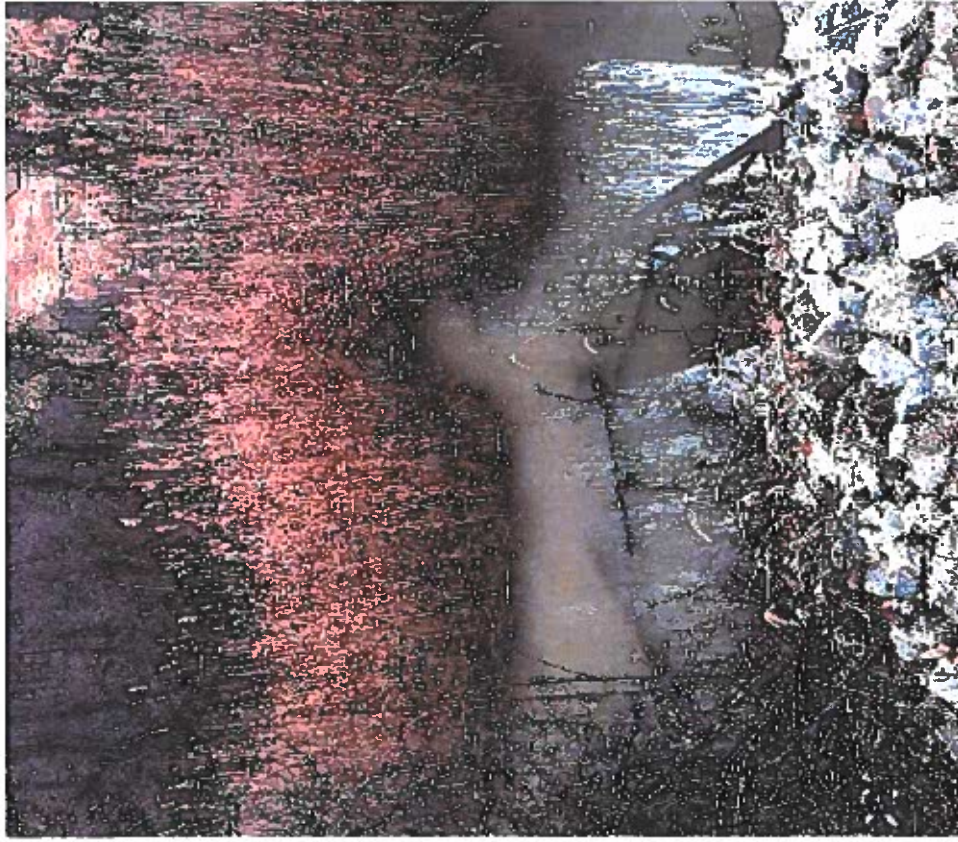


## Existing Site Conditions Cont'd





## Existing Site Conditions Cont'd





## ParcelAccess

### Final Roll

Parcel Gnd Identification #:  
130200-5954-25-549980-0000  
Municipality: Beacon

Parcel Location  
Railroad Dr

Owner Name on March 1  
M T A , (P)

Primary (P) Owner Mail Address  
1700 Broadway  
New York NY 100190000



### Parcel Details

Size (acres): 3.38 Ac (D) Land Use Class: (843) Public Services: Transportation: Noncelling Railroad  
File Map: Agri. Dist.: (0)  
File Lot #: School District: (130200) Beacon City School District  
Split Town

### Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$77945	\$1091244	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	\$ 1091200

Tent. Roll:	Final. Roll:	Valuation:
5/1/2015	7/1/2015	7/1/2014

### Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1931	0225	( )	0

### Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply:	( )	( )	HI	(Z98) Non-contrib
( )				

### Exemption Information:

Exemption: 19950	Amount:	Percent
Name:	\$1091244	0
MUNCPL R/R		

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 3/10/2016. Developed and maintained by OCIS - Dutchess County, NY.





## ParcelAccess

### Final Roll

Parcel Grid Identification #:  
130200-5955-04-810320-0000  
Municipality: Beacon

Parcel Location  
17-45 Newburgh Beacon Way

Owner Name on March 1  
N Y S Bridge Authority , (P)

### Primary (P) Owner Mail Address

PO Box 1010  
Highland NY 12528



### Parcel Details

Size (acres): 33.04 Ac Land Use Class: (692) Community Services: Miscellaneous: Roads, Streets, Highways and Parkways, Express or Otherwise - Including Adjoining Land  
File Map: Agri. Dist.: (0)  
File Lot #: School District: (130200) Beacon City School District  
Split Town

### Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$4800	\$1164000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	\$ 1164000

Tent. Roll:	Final. Roll:	Valuation:
6/1/2015	7/1/2015	7/1/2014

### Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1467	0295	()	0

### Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply:	()	()	R1-20	(Z98) Non-contrib
()				

### Exemption Information:

Exemption: 12100	Amount:	Percent
Name:	\$1164000	0
NY STATE		

**ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.**

This report was produced with ParcelAccess Internet on 3/10/2016. Developed and maintained by OCIS - Dutchess County, NY.



## ParcelAccess

### Final Roll

Parcel Grid Identification #:  
130200-5955-04-685303-0000  
Municipality: Beacon

Parcel Location  
105 Newburgh Beacon Way

Owner Name on March 1  
N Y S Bridge Authority , (P)

### Primary (P) Owner Mail Address

PO Box 1010  
Highland NY 12528



### Parcel Details

Size (acres): 4.15 Ac Land Use Class: (892) Community Services: Miscellaneous: Roads, Streets, Highways and Parkways, Express or Otherwise - Including Adjoining Land  
File Map: Agri. Dist.: (0)  
File Lot #: School District: (130200) Beacon City School District  
Split Town

### Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$89500	\$194000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	\$ 194000

Tent. Roll:	Final. Roll:	Valuation:
5/1/2015	7/1/2015	7/1/2014

### Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1447	0850	( )	0

### Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
( )	( )	( )	R1-20	(Z98) Non-contrib

### Exemption Information:

Exemption: 12100	Amount:	Percent
Name:	\$194000	0
N Y STATE		

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

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## Legal Compliance

Because this is a design only project it will not require any local, state or federal permits. However, the project will be completed in accordance with all local, state and federal laws and requirements.

## **Short Environmental Assessment Form**

### **Part 1 - Project Information**

#### **Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Design of the Beacon-Hudson River Trail			
Project Location (describe, and attach a location map): Trailhead will be located on or about 123 Red Flynn Dr. Beacon, NY 12508			
Brief Description of Proposed Action: The City of Beacon is seeking funding to design the Beacon Hudson River Trail. Because this is a design only project, no environmental disturbances will occur at this time.			
Name of Applicant or Sponsor: City of Beacon		Telephone: 845-838-5000 E-Mail: aruggiero@cityofbeacon.org	
Address: 1 Municipal Plaza			
City/PO: Beacon		State: NY	Zip Code: 12508
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.84 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.84 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>Randy Casale</u> Date: <u>8/8/2017</u> Signature: <u><i>Randy Casale</i></u>		



**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Realtors In Rem Process**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description  
Broker RFPs

Type  
Backup Material

Proposal to Provide  
Real Estate Brokerage Service  
for the City of Beacon

Broker Name: JON CAR REALTY Jon Miller

Broker Address: 451 MAIN ST BEACON

License No.: 31MI0887079

Number and value of properties sold by Broker in Beacon:

Category	Year	Number	Value
Commercial	2016	<u>3</u>	\$ <u>2,925,000</u> <sup>mil</sup> 750,000 OFF MARKET
Commercial	2017	<u>5</u>	\$ <u>4 mil 475,000</u> All OFF MARKET
Commercial	2018 (to date)	<u>1/2 Pending</u>	\$ <u>1/2 Pending</u>
Residential	2016	<u>34</u>	\$ <u>9 mil 759,000</u>
Residential	2017	<u>52/3</u>	\$ <u>16 mil</u> 826,000 <sup>mil</sup> 1 mil 325,000 OFF MARKET
Residential	2018 (to date)	<u>13 pending</u>	\$ <u>13 Pending</u> <sup>mil</sup> 3,827,000

References (5):

Name	Email	Phone #
<u>Henry Zook</u>	<u></u>	<u>718-885-5342</u>
<u>Amanda Rubin</u>	<u></u>	<u>917-971-4040</u>
<u>Mike Agelinos</u>	<u></u>	<u>718-786-5555</u>
<u>Rebecca Mench</u>	<u></u>	<u>846-0314</u>
<u>Paul Supple</u>	<u></u>	<u>831-1234</u>

Commission as % of price at which property sells: will offer 4%

# 2016 Residential Single Family - Beacon only

## Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
SERLFK	BHHS HUDSON VALLEY PROPERTIES	51	14,875,650	35	9,117,895	86	23,993,545
GATEBE	GATE HOUSE REALTY INC.	15	4,635,200	21	6,370,900	36	11,006,100
JONCBE	JONCAR REALTY INC	14	4,038,700	18	5,300,300	32	9,339,000
WILLWF	REALTY EXECUTIVES WILLIAMS-SYKES RE	6	1,618,776	9	2,726,900	15	4,345,676
SERLEF	BHHS HUDSON VALLEY PROPERTIES	5	1,714,500	6	2,518,500	11	4,233,000
ALLIWF	C21 ALLIANCE REALTY GROUP	9	2,799,500	5	1,424,776	14	4,224,276
SAMSB	SAM'S REALTY	10	2,464,425	5	1,129,400	15	3,593,825
RECOWF	EXIT REALTY CONNECTIONS	8	2,253,700	5	1,105,525	13	3,359,225
HOLAEF	HOULIHAN LAWRENCE INC.	4	1,088,000	3	1,006,750	7	2,094,750
TCOPBE	THE COPPER KEY LLC	0	0	6	2,059,000	6	2,059,000
NMBRTP	NON MEMBER OFFICE	0	0	7	2,026,400	7	2,026,400
MDBRBE	M D BEACON REALTY	1	249,000	3	725,250	4	974,250
EXGRHL	FOUR SEASONS REALTY GROUP	1	335,000	2	533,500	3	868,500
HOLALG	HOULIHAN LAWRENCE INC.	1	369,900	1	380,000	2	749,900
CANNEF	CANNIZZARO REAL ESTATE CENTER INC	2	477,500	1	190,000	3	667,500
WCRTL	WEICHERT, REALTORS	0	0	2	645,150	2	645,150
WCRTFK	WEICHERT, REALTORS	3	409,500	3	224,000	6	633,500
HOLAWP	HOULIHAN LAWRENCE INC.	1	575,000	0	0	1	575,000
RANDNW	BHG RAND REALTY	1	250,000	1	303,000	2	553,000
KFORWF	K FORTUNA REALTY INC.	1	110,000	3	417,500	4	527,500
DARLBE	DANIEL L AUBRY LIC. RE BKR	0	0	2	430,000	2	430,000
RANDSH	BHG RAND REALTY	0	0	1	416,000	1	416,000
HOLAML	HOULIHAN LAWRENCE INC.	0	0	1	377,500	1	377,500
SERLLG	BHHS HUDSON VALLEY PROPERTIES	1	170,000	1	188,000	2	358,000
RVERCP	RIVER REALTY SERVICES INC.	1	321,000	0	0	1	321,000
HOLAGA	HOULIHAN LAWRENCE INC.	0	0	1	321,000	1	321,000
VILGNP	CB VILLAGE GREEN REALTY	1	233,500	0	0	1	233,500
HUDVLG	C21 HUDSON VALLEY REALTY	1	220,000	0	0	1	220,000
MANHLP	MANHATTAN CAP.ADV.PTRNS	1	215,000	0	0	1	215,000
MANNEF	RAND MANNING REAL ESTATE	1	170,000	0	0	1	170,000
INDENB	1st INDEPENDENT REALTY	1	165,000	0	0	1	165,000
CLASSO	RE/MAX CLASSIC REALTY	1	115,500	0	0	1	115,500
LLAHTP	LEGACY LAND AND HOMES LLC	1	62,895	0	0	1	62,895
MNREPV	MATT NOLAN REAL ESTATE LLC	1	32,000	0	0	1	32,000
TASSGL	TASSONE REALTY	0	0	1	32,000	1	32,000

### Market Share Parameters

Property Category: Residential Detached

ZIP: 12508

Date Range: 1/1/2016 to 12/31/2016

Price Range: to

Property Type:

Status: Sold

Return: All Offices

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2016

Residential Attached - Beacon Only

## Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
GATEBE	GATE HOUSE REALTY INC.	8	3,504,017	5	2,403,517	13	5,907,534
ALLIWF	C21 ALLIANCE REALTY GROUP	6	1,659,000	3	756,500	9	2,415,500
NMBRTP	NON MEMBER OFFICE	0	0	3	1,341,000	3	1,341,000
WCRTFK	WEICHERT, REALTORS	1	341,000	3	973,000	4	1,314,000
WILLWF	REALTY EXECUTIVES WILLIAMS-SYKES RE	1	197,500	4	824,000	5	1,021,500
SERLLG	BHHS HUDSON VALLEY PROPERTIES	4	553,900	3	394,000	7	947,900
SERLEF	BHHS HUDSON VALLEY PROPERTIES	4	921,500	0	0	4	921,500
SAMSB	SAM'S REALTY	2	357,000	2	369,500	4	726,500
SERLFK	BHHS HUDSON VALLEY PROPERTIES	1	192,500	3	528,400	4	720,900
HOLAEF	HOULIHAN LAWRENCE INC.	1	220,000	2	319,900	3	539,900
HOLAGA	HOULIHAN LAWRENCE INC.	1	335,000	1	192,500	2	527,500
RECOWF	EXIT REALTY CONNECTIONS	0	0	2	404,500	2	404,500
SERLPW	BHHS HUDSON VALLEY PROPERTIES	0	0	1	351,000	1	351,000
RVERCP	RIVER REALTY SERVICES INC.	2	306,000	0	0	2	306,000
SCHRBE	SCHREIBER REALTY GROUP LLC	1	204,500	0	0	1	204,500
KPARYH	KELLER WILLIAMS REALTY PARTNERS	1	203,500	0	0	1	203,500
CLASSO	RE/MAX CLASSIC REALTY	0	0	1	203,500	1	203,500
INDENB	1st INDEPENDENT REALTY	1	200,000	0	0	1	200,000
JONCBE	JONCAR REALTY INC	0	0	1	180,000	1	180,000
MONIEF	RE/MAX MONIESWORTH REALTY	1	125,000	0	0	1	125,000
RANDCV	BHG RAND REALTY	0	0	1	125,000	1	125,000
HOLALG	HOULIHAN LAWRENCE INC.	1	112,000	0	0	1	112,000
RSTAEF	RISING STAR REALTY & PROP MGT INC.	1	99,900	0	0	1	99,900
HVHLNP	HUDSON VALLEY HOMES AND LAND	0	0	1	90,000	1	90,000
HOLAJV	HOULIHAN LAWRENCE INC.	0	0	1	76,000	1	76,000

## Market Share Parameters

Property Category: Residential Attached

ZIP: 12508

Date Range: 1/1/2016 to 12/31/2016

Price Range: to

Property Type:

Status: Sold

Return: All Offices

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2016

Residential Multi-Unit - Beacon

Market Share - Office Share

Only.

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
SERLLG	BHHS HUDSON VALLEY PROPERTIES	1	750,000	1	750,000	2	1,500,000
SERLFK	BHHS HUDSON VALLEY PROPERTIES	1	486,833	2	842,333	3	1,329,166
RECOWF	EXIT REALTY CONNECTIONS	1	355,500	0	0	1	355,500
JONCBE	JONCAR REALTY INC	1	240,000	0	0	1	240,000
KFORWF	K FORTUNA REALTY INC.	0	0	1	240,000	1	240,000

## Market Share Parameters

Property Category: Multi Unit

ZIP: 12508

Date Range: 1/1/2016 to 12/31/2016

Price Range: to

Property Type:

Status: Sold

Return: All Offices

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# 2016 Commercial Sales - Beacon Only

## Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
JONCBE	JONCAR REALTY INC	1	1,420,000	2	1,505,000	3	2,925,000
FIRSBE	FIRST CHOICE BROKERAGE	4	1,301,900	0	0	4	1,301,900
MDBRBE	M D BEACON REALTY	1	479,000	1	479,000	2	958,000
SAMSB	SAM'S REALTY	2	413,000	1	138,000	3	551,000
SERLFK	BHHS HUDSON VALLEY PROPERTIES	0	0	1	485,000	1	485,000
GATEBE	GATE HOUSE REALTY INC.	0	0	1	432,000	1	432,000
TPRKG	GREEN VENTURES REALTY	0	0	1	299,900	1	299,900
SERLLG	BHHS HUDSON VALLEY PROPERTIES	0	0	1	275,000	1	275,000

### Market Share Parameters

**Property Category:** Commercial/Industrial

**ZIP:** 12508

**Date Range:** 1/1/2016 to 12/31/2016

**Price Range:** to

**Property Type:**

**Status:** Sold

**Return:** All Offices

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# 2016 Land Sales - Beacon Only

## Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
SAMSBE	SAM'S REALTY	1	500,000	0	0	1	500,000
SERLFK	BHHS HUDSON VALLEY PROPERTIES	0	0	1	500,000	1	500,000
GATEBE	GATE HOUSE REALTY INC.	1	160,000	1	160,000	2	320,000
JONCBE	JONCAR REALTY INC	1	75,000	1	75,000	2	150,000
ALLIWF	C21 ALLIANCE REALTY GROUP	1	50,000	1	50,000	2	100,000
KFORWF	K FORTUNA REALTY INC.	0	0	1	34,000	1	34,000
SERLEF	BHHS HUDSON VALLEY PROPERTIES	1	34,000	0	0	1	34,000

### Market Share Parameters

**Property Category:** Commercial/Industrial

**ZIP:** 12508

**Date Range:** 1/1/2016 to 12/31/2016

**Price Range:** to

**Property Type:**

**Status:** Sold

**Return:** All Offices

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# 2017 Residential Single Family - Beacon Only

## Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
SERLFK	BHHS HUDSON VALLEY PROPERTIES	32	10,613,439	22	7,663,699	54	18,277,138
JONCBE	JONCAR REALTY INC	19	6,393,875	24	7,263,650	43	13,657,525
GATEBE	GATE HOUSE REALTY INC.	12	5,990,830	9	4,648,225	21	10,639,055
WILLWF	REALTY EXECUTIVES WILLIAMS-SYKES RE	5	1,393,000	9	2,826,280	14	4,219,280
ALLIWF	C21 ALLIANCE REALTY GROUP	10	2,295,400	6	1,371,900	16	3,667,300
WCRTFK	WEICHERT, REALTORS	4	1,075,000	7	2,116,000	11	3,191,000
NMBRTP	NON MEMBER OFFICE	0	0	9	2,879,300	9	2,879,300
SAMSB	SAM'S REALTY	7	2,114,900	2	512,000	9	2,626,900
RECOWF	EXIT REALTY CONNECTIONS	5	1,185,500	6	1,382,000	11	2,567,500
HOLAEF	HOULIHAN LAWRENCE INC.	3	462,000	3	1,164,900	6	1,626,900
SERLEF	BHHS HUDSON VALLEY PROPERTIES	2	702,000	2	664,900	4	1,366,900
SERLLG	BHHS HUDSON VALLEY PROPERTIES	2	602,500	2	630,900	4	1,233,400
TCOPBE	THE COPPER KEY LLC	2	466,500	1	375,000	3	841,500
RAMRCS	ROBERT A. MC CAFFREY REALTY	1	234,500	2	549,500	3	784,000
HOLAGA	HOULIHAN LAWRENCE INC.	1	360,000	1	330,000	2	690,000
BENCNW	RE/MAX BENCHMARK REALTY GROUP	1	375,000	1	300,000	2	675,000
EXGRHL	FOUR SEASONS REALTY GROUP	0	0	2	655,000	2	655,000
MDBRBE	M D BEACON REALTY	1	252,000	2	361,000	3	613,000
HOLALG	HOULIHAN LAWRENCE INC.	0	0	2	575,000	2	575,000
CLASSO	RE/MAX CLASSIC REALTY	0	0	2	562,000	2	562,000
KPARYH	KELLER WILLIAMS REALTY PARTNERS	1	560,000	0	0	1	560,000
HOLAML	HOULIHAN LAWRENCE INC.	1	422,500	0	0	1	422,500
FIRSBE	FIRST CHOICE BROKERAGE	1	199,999	1	199,999	2	399,998
OMARPA	PATRICK L O'MARA INC.	1	399,900	0	0	1	399,900
ASETFK	ASSET PROPERTY SERV. INC	0	0	1	380,000	1	380,000
CRONML	HEATHER CRONER RE-SOTHEY'S	0	0	1	326,490	1	326,490
FERIRH	ANITA FERRI REALTY	1	326,000	0	0	1	326,000
BRRECA	BRIANTE REALTY GROUP LLC	1	293,000	0	0	1	293,000
CONTNJ	CONTINENTAL REAL ESTATE GROUP INC.	1	267,000	0	0	1	267,000
RSTAEF	RISEING STAR REALTY & PROP MGT INC.	1	251,500	0	0	1	251,500
KFORWF	K FORTUNA REALTY INC.	1	249,900	0	0	1	249,900
NOVAPV	NOVACARR REALTY CONSULTANTS	1	190,000	0	0	1	190,000
INDENB	1st INDEPENDENT REALTY	1	180,000	0	0	1	180,000
AMHOBE	DAVID ALLIS ALL AMERICAN HOMES,LLC	0	0	1	157,500	1	157,500
RVERCP	RIVER REALTY SERVICES INC.	1	109,000	0	0	1	109,000
DARLBE	DANIEL L AUBRY LIC. RE BKR	0	0	1	70,000	1	70,000

### Market Share Parameters

Property Category: Residential Detached

ZIP: 12508

Date Range: 1/1/2017 to 12/31/2017

Price Range: to

Property Type:

Status: Sold

Return: All Offices

# 2017 Attached - Sao Beacon Only

## Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
GATEBE	GATE HOUSE REALTY INC.	8	3,471,700	6	2,759,500	14	6,231,200
SERLFF	BHHS HUDSON VALLEY PROPERTIES	11	1,824,500	11	2,324,000	22	4,148,500
ALLIWF	C21 ALLIANCE REALTY GROUP	4	1,085,000	7	1,447,100	11	2,532,100
SAMSB	SAM'S REALTY	5	972,000	1	220,000	6	1,192,000
WILLWF	REALTY EXECUTIVES WILLIAMS-SYKES RE	4	727,900	2	457,700	6	1,185,600
NMBRTP	NON MEMBER OFFICE	0	0	5	1,073,400	5	1,073,400
JONCBE	JONCAR REALTY INC	0	0	5	869,700	5	869,700
SERLLG	BHHS HUDSON VALLEY PROPERTIES	1	362,500	1	194,900	2	557,400
MDBRBE	M D BEACON REALTY	0	0	1	489,000	1	489,000
FIRSBE	FIRST CHOICE BROKERAGE	1	240,000	1	240,000	2	480,000
HOLAEF	HOULIHAN LAWRENCE INC.	2	435,000	0	0	2	435,000
GRCLMA	GUARDIAN REALTY CENTER LLC	1	373,500	0	0	1	373,500
HUDVLG	C21 HUDSON VALLEY REALTY	1	180,000	1	180,000	2	360,000
RVERCP	RIVER REALTY SERVICES INC.	2	355,500	0	0	2	355,500
PCARLG	PATRICIA A CARIDI LIC RE BKR	1	355,000	0	0	1	355,000
WCRTFK	WEICHERT, REALTORS	1	255,000	1	90,000	2	345,000
UNREPE	UNITED REAL ESTATE LLC	0	0	1	221,000	1	221,000
SERLEF	BHHS HUDSON VALLEY PROPERTIES	1	221,000	0	0	1	221,000
KFORWF	K FORTUNA REALTY INC.	0	0	1	215,000	1	215,000
RANDNW	BHG RAND REALTY	0	0	1	194,900	1	194,900
PVALLG	PRIME VALLEY REALTY	0	0	1	175,000	1	175,000
BENCNW	RE/MAX BENCHMARK REALTY GROUP	1	80,000	1	80,000	2	160,000
CANNEF	CANNIZZARO REAL ESTATE CENTER INC	0	0	1	120,000	1	120,000
RSTAEF	RISING STAR REALTY & PROP MGT INC.	1	116,100	0	0	1	116,100
RAMRCS	ROBERT A. MC CAFFREY REALTY	1	102,000	0	0	1	102,000
EMPILA	EMPIRE REAL ESTATE MANAGEMENT, LLC	1	100,000	0	0	1	100,000
TCOPBE	THE COPPER KEY LLC	1	94,500	0	0	1	94,500

### Market Share Parameters

Property Category: Residential Attached

ZIP: 12508

Date Range: 1/1/2017 to 12/31/2017

Price Range: to

Property Type:

Status: Sold

Return: All Offices

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2017 multi-Unit Sold Beacon Only  
Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
SERLFK	BHHS HUDSON VALLEY PROPERTIES	2	656,000	3	1,003,700	5	1,659,700
JONCBE	JONCAR REALTY INC	3	803,477	1	170,777	4	974,254
SAMSB	SAM'S REALTY	1	305,000	2	470,000	3	775,000
BENCNW	RE/MAX BENCHMARK REALTY GROUP	1	225,000	1	225,000	2	450,000
CLASSO	RE/MAX CLASSIC REALTY	0	0	1	285,000	1	285,000
DARLBE	DANIEL L AUBRY LIC. RE BKR	0	0	1	275,000	1	275,000
RAMRCS	ROBERT A. MC CAFFREY REALTY	1	275,000	0	0	1	275,000
ALLIWF	C21 ALLIANCE REALTY GROUP	0	0	1	245,000	1	245,000
PREMTP	REALTY CENTER HUDSON VALLEY	1	245,000	0	0	1	245,000
INDENB	1st INDEPENDENT REALTY	1	165,000	0	0	1	165,000

**Market Share Parameters**

**Property Category:** Multi Unit  
**ZIP:** 12508  
**Date Range:** 1/1/2017 to 12/31/2017  
**Price Range:** to  
**Property Type:**  
**Status:** Sold  
**Return:** All Offices

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# 2017 Land - Soho Beacon only

## Market Share - Office Share

Office ID	Name	Listing Side #	Listing Side \$	Selling Side #	Selling Side \$	Total #	Total \$
JONCBE	JONCAR REALTY INC	1	165,000	1	165,000	2	330,000
SERLFK	BHHS HUDSON VALLEY PROPERTIES	1	95,000	1	95,000	2	190,000

### Market Share Parameters

**Property Category:** Land  
**ZIP:** 12508  
**Date Range:** 1/1/2017 to 12/31/2017  
**Price Range:** to  
**Property Type:**  
**Status:** Sold  
**Return:** All Offices

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## **Sam's Realty**

286 Main St Beacon NY

Cell 845-831-0344

Fax: 845-831-8267



Below is Sam's Realty's response to the City of Beacon's request for a proposal to market surplus City real property.

### **Sam's Realty:**

Sam's Realty is a family owned business that has provided real estate services in Beacon since 1965. Services include commercial and residential sales, rental services, and property management.

### **Principal Broker:**

Donna Hardisty is Principal Broker and has over 40 years selling experience in Beacon.

### **Employees:**

Donna Hardisty: Principal Broker

Anthony Hardisty- Co-Owner and Salesperson

Christopher Hardisty (Transitioning Florida sales license to NYS)

Angela Lake- High-End Photographer

Paul Hardisty- Office Manager

Cayla Pignatello- Assistant

Commission is 4% of property sales price.

### **Unique Marketing Strategy (See Attachments):**

Sam's Realty's unique marketing strategy includes but is not limited to professional sales service, high-end professional photography, direct email marketing, internet support services, social media blasts, and direct mailing.



*Sam's Realty*

286 Main St Beacon NY 12508  
Fax: 845-831-8267



## **Sam's Realty Marketing Strategy**

**Professional photography** – We are the only agency in Beacon that uses a High end professional photographer for every listing that we receive.

### **Direct Email Marketing -**

All Dutchess and Westchester agents.

All Past and Current Clients

### **Internet -**

MLS

Zillow

Trulia

Postlets

All other Major Real Estate Sites

### **Social Media Blast -**

Facebook -Our Facebook ads reach an average of 10,000 users in one week.

### **Direct Mailing**

Mailers go out to the neighborhood for word of mouth marketing

Proposal to Provide  
Real Estate Brokerage Service  
for the City of Beacon

Broker Name: Sam's Realty

Broker Address: 286 Main St Beacon, NY

License No.: 10401241516

Number and value of properties sold by Broker in Beacon:

Category	Year	Number	Value
Commercial	2016	<u>2</u>	\$ <u>2,0500.00</u>
Commercial	2017	<u>-</u>	\$ <u>-</u>
Commercial	2018 (to date)	<u>-</u>	\$ <u>-</u>
Residential	2016	<u>40</u>	\$ <u>7,318,325.00</u>
Residential	2017	<u>47</u>	\$ <u>7,575,350.00</u>
Residential	2018 (to date)	<u>2</u>	\$ <u>507,500.00</u>

References (5):

Name	Email	Phone #
<u>Paul Supple</u>	<u>paul@lyons-supple.com</u>	<u>(845) 831-1234</u>
<u>Clara Lou Gould</u>	<u>claraougould@msn.com</u>	<u>(845) 831-1631</u>
<u>Sam Way</u>	<u>-</u>	<u>(845) 518-2303</u>
<u>Anthony Thomaselli</u>	<u>zeps@optonline.net</u>	<u>(914) 474-1183</u>
<u>Marcelo Mastrantuno</u>	<u>marceloanducki@verizon.net</u>	<u>(845) 838-0190</u>

Commission as % of price at which property sells: 4.1.



**Date:** February 3, 2018

**To:** City of Beacon  
One Municipal Plaza  
Beacon, NY 12508

**From:** McGrath Management Services, Inc.  
20 Corporate Park Drive, Suite C,  
Hopewell Junction, NY 12533

**Reference:** Broker RFP

Dear City of Beacon,

On behalf of McGrath Realty Inc., we would like to thank you for the opportunity to present our firm profile for consideration.

We are a local brokerage with offices located in Hopewell Junction, Mount Kisco, and Pawling, NY. Due to our geographic coverage, our sister firms, and in-depth knowledge of the local markets, our firm is able to provide services that far exceed that of competitors.

The diverse services offered are explained in greater detail in the sections of company profile and history. When we engage in a property, we make it our goal to make the reposition of your asset, as streamlined and efficient as possible.

Please feel free to contact us with any questions, or to schedule a site visit to discuss the potential engagement further.

Respectfully submitted,

Kevin McGrath  
McGrath Realty Inc.



### Maximizing Your Investment.

We are able to produce comprehensive analysis and detailed reporting to facilitate finding the highest and maximum use for your property. We have created property workouts, financial planning, strategic development planning, mergers & acquisitions, joint investor relationships, end-user & developer partnerships, brownfield tax credits, re-capitalization, site plan development, water & sewer development rights, mix-use potential and more. We are able to participate with each property on multiple-levels.

### Social Media Presence:

We put a conscious effort in promoting our brand across several social platforms. We do not approach our social media marketing as opportunities to solely focus on promoting brand recognition.

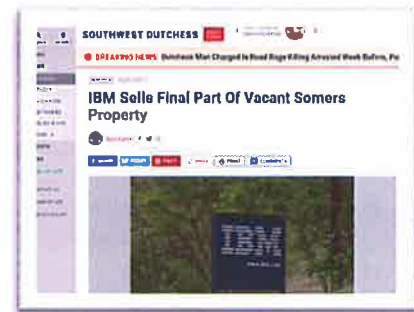
FACEBOOK  
LINKEDIN  
TWITTER  
INSTAGRAM  
TUMBLR  
YOUTUBE  
GOOGLE+  
PERISCOPE



### News and Media Relations:

Well established relationships with News and Media to extend our syndication and provide information.

New York Times  
Realtor.Com  
Zillow.com  
Trulia.com  
Southwest Dutchess Daily Voice  
Mid-Hudson Valley Patch  
Journal News  
Daily Patch (Involved in multiple municipalities)



### Commercial Listing Services

#### Marketing Brands



**McGrath's Management Services:**

McGrath Management Services Inc. currently manages over 90 properties, with a total real estate value exceeding \$3 Billion dollars. We employ 50 full-time and part time associates that deliver our wide range of services. Service and professionalism continue to be our number one goal. Over the years, as we have expanded and brought on new staff, we have aggressively recruited the most qualified professionals in real estate. Building on our concept of team management, we have on staff today, ready to serve you, experts in land utilization, marketing, sales, finance and management. Our aim is to provide our clients with the highest possible return on their real-estate investments. To ensure this we consider both the balance of ownership and the economic life of the properties we manage. At McGrath we utilize state of the art equipment and the latest technologies to deliver the best value possible. Our state of the art accounting systems has helped streamline the financial processes involved with property management. McGrath owns and maintains a fleet of trucks, specialized equipment, and tools to service your property in the best ways possible. When it enhances the efficiency of day to day operations, McGrath hires experienced service providers that provide continued support. McGrath is a full service management company offering 24 hour service. The McGrath solution is the right solution.

**Property Maintenance, Improvement and Restoration:**

McGrath combines excellent property management services with a complete array of maintenance capabilities. We realize that in order to enhance the use, enjoyment and value of our client's properties, they must be maintained in a perfect state of repair.

**Exterior Services:** Our objective is to not only maintain but to enhance the exterior of our client properties. We employ:

- Expert landscape personnel, including arborists, landscape architects, roadway maintenance personnel, and experienced employees who take pride in mowing, trimming, seeding, gardening and mulching the common exterior areas;
- Master carpenters, electricians, painters, window washers, gutter cleaners and roof and siding repair personnel;
- Maintenance of pools, tennis courts and play areas;
- General handymen and maintenance professionals;
- Masons and drainage experts;
- Emergency 24/7 access to personnel;
- Safety and environmental issues managed;

**Interior Services:**

- Expert interior carpenters and painters;
- Building Cleaning; Professional electricians, plumbers, locksmiths, boiler repair contractors

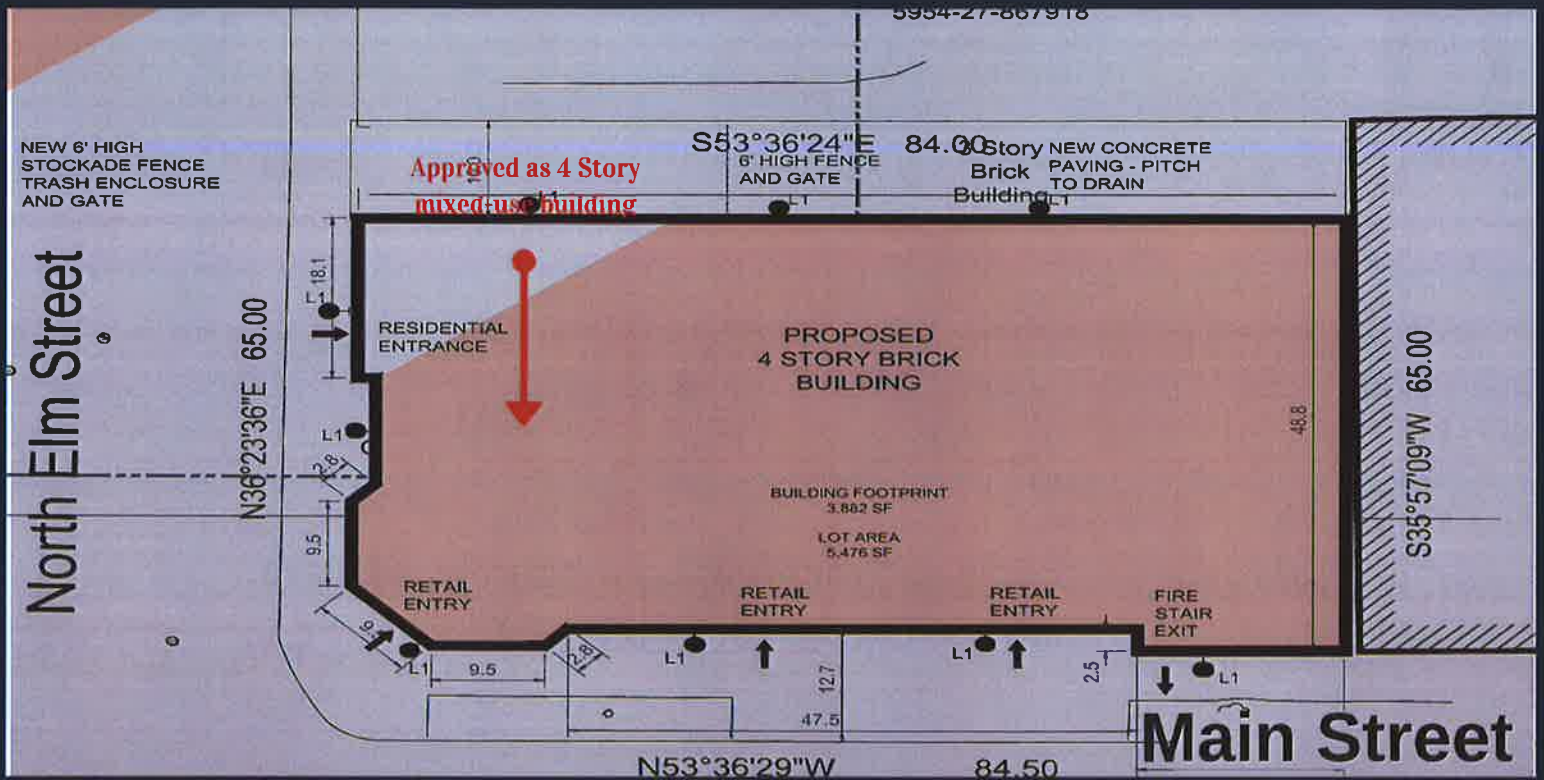
**McGrath's Appraisal Services:**

McGrath & Company, Inc. provides a full spectrum of real estate valuation and consultation services for financial institutions, attorneys, municipalities, developers, and private and corporate investors. For each of our clients our goal is to assure the highest level of integrity and professionalism applied to fair market valuations, matters involved in litigation, analysis of real estate taxes and assessments, comprehensive feasibility studies or determining the implication of a conservation easement on real estate.



# Marketing Active Properties In Beacon

Current Brochures on Properties We are actively  
marketing in Beacon, NY



# RETAIL & RESIDENTIAL MIXED-USE RE-DEVELOPMENT IN BEACON, NY

STREET LEVEL RETAIL | 8 RENTAL APARTMENTS  
SITE PLANS APPROVED & SIGNED

## 226 MAIN STREET BEACON, NY 12508

Located right on Main Street in Beacon, NY this offering is for a property that is a corner lot with frontages on Main Street of 85 Feet & North Elm Street of 65 Feet. Re-development includes a Proposed Footprint for a ground-level retail space is 3,465 Sq. Ft. In addition, 8 apartments are proposed to be constructed on 3 levels above the retail space. Engineering & environmental surveys have been completed. For additional information & site plans please inquire within.



KEVIN MCGRATH  
914-391-2880  
KMCGRATH@MCGRATHREALTYINC.COM  
LTTY INC.COM

20 CORPORATE PARK DRIVE SUITE C  
HOPEWELL JUNCTION, NY, 12533  
OFFICE: 845-896-5444  
INFO@MCGRATHREALTYINC.COM



**Offered at: \$1,390,000**



## **MIX-USE INCOME PROPERTY**

174 – 178 Main Street

**Beacon, New York**

### **GENERAL INFORMATION:**

*Apartments:* 7  
*Retail/Flex:* 4  
*Building Size:* 9,140 sq. ft. (residential)  
4,560 sq. ft. (commercial)  
*Lot Size:* 0.26 acre  
*Space Type:* Mixed Use  
*Zoning:* CB  
*Year Built:* 1900

### **PROPERTY DESCRIPTION:**

174-178 Main Street sits amidst the thriving redeveloped district in Beacon, New York. The subject property offers excellent stabilized tenancy, an immaculately kept structure, and handsomely appointed suites and apartments. Excellent return on capital. This property requires no capital investment and has income upside on rents. City sewer, water and gas. Off-street parking and much more....

**Robert Buyakowski, P.E.**

Licensed Salesperson

Office: **845.223-0727**

Cell: **845.489.5079**

Robert.Buyakowski@pruserlscommercial.com



# Rare Main Street Property Sale

Owner Designed Live Work Studio Art Gallery

217 Main Street & 16 Dewindt Street | City of Beacon| New York



MCGRATH  
REALTY INC



## Meticulously Refurbished Income Property

4 Exquisite Apartments • Commercial Tenant • On-site Parking

***Live-Work Artist Studio • Beacon's Historical West End • Main Street Store Front***

### Property Description:

217 Main Street, and adjacent property 16 Dewindt Street, sits amidst the thriving redeveloped district in Beacon, New York. The subject property has been immaculately restored with special attention to detail... Four over sized apartments with all the amenities, including hardwood floors, exposed brick, tin ceilings, patio, deck, perennial garden, little fish pond, on-site parking, stainless steel appliances, washers/dryers, quality kitchens and bathrooms. All apartment have front and back ingress/egress for safety. The 1,900 sq. ft. commercial storefront shares the same detail and quality. The energy efficient HVAC system, electric and plumbing are all completely new.

### Opportunities:

Whether you are looking for an investment property or a magnificent place to live and work this property provides an unique Main Street location. Commercial tenant just renewed lease for 3-year term with 3% annual increase. Residential tenants on a year to year with expected 3% increase per annum. Both the commercial and residential rentals are highly desirable with low vacancies.





## Additional Portfolio Information

### Redevelopment Projects



#### Hudson Heritage

Representing Community Preservation Corp to assist with redevelopment. Procured Master Developer, repositioned the property including creating master plan, zoning structure. Worked with NY State procuring brownfield tax Credits.



#### Dutchess County Lofts

Converted Mix-Use property from former warehouse/self-storage to loft style apartments. Shell building conversion.



#### Plant Depot

Currently under contract for \$5.5M. Worked with Town, State, and Municipal Governments to procure water, sewer and site plan approval.



# Market Synopsis

## Sales & Rentals – Pawling Branch

### Brief Summary of Sales and Rentals Listings

#### Status: Sold

MLS#	Stat Date	Address	Prop Sub Type	Ttl Sqft	Bds	Bth	L/S Price	DOM
4648665	12/29/2017	00 Tracy RD	1 Family Dwelling				\$45,100	282
4648641	12/29/2017	Tracy RD	1 Family Dwelling				\$45,100	282
4648677	12/29/2017	000 Tracy RD	1 Family Dwelling				\$114,800	282
4615585	10/27/2017	16 West Main ST	Office	1,504			\$175,000	536
4729284	11/17/2017	79 Lakeview DR	Detached	2,464	3	3.00	\$270,000	110
4726349	08/23/2017	85 West Main ST	Detached	2,642	3	3.00	\$280,000	35
4725980	12/19/2017	902 Old Quaker Hill RD	Detached	2,392	3	2.00	\$285,000	134
4725712	10/17/2017	Cooper RD	Farm Agricultural				\$315,000	66
4732348	11/22/2017	31 Butler Hill RD	Detached	2,570	4	2.00	\$325,000	22
4739667	11/27/2017	12 Patrick DR	Detached	2,128	4	3.00	\$362,000	24
4725294	11/01/2017	416 Farm To Market RD	Detached	2,288	3	3.00	\$385,000	64
4725715	09/25/2017	10 Lola LN	Detached	3,607	4	3.00	\$525,000	37
4725699	09/19/2017	55 Meeting House RD	Detached	5,005	5	7.00	\$525,000	63
4752663	01/24/2018	27 Meeting House RD	Detached	3,664	4	3.00	\$535,000	17
4650551	11/08/2017	Reservoir RD	Multiple				\$775,000	326
<b>Averages:</b>				<b>2,826</b>	<b>4</b>	<b>3.22</b>	<b>\$330,800</b>	<b>152</b>

#### Status: Rented

MLS#	Stat Date	Address	Prop Sub Type	Ttl Sqft	Bds	Bth	L/S Price	DOM
4735564	09/20/2017	33 East Main ST #3D	Apartment	675	1	1.00	\$1,400	47
4735397	09/12/2017	33 East Main ST #4D	Apartment	675	1	1.00	\$1,500	40
4734457	09/02/2017	93 Old Branch RD	Single Family	1,320	3	2.00	\$1,600	40
4735390	11/16/2017	33 East Main ST #4A	Apartment	850	1	1.00	\$1,775	104
4736239	08/21/2017	62 Kings WY	Other/See	1,762	3	3.00	\$2,000	8
4732676	08/10/2017	111 Ballyhack RD	Single Family	1,888	3	3.00	\$2,200	23
4747192	12/06/2017	21 Tinker Town RD	Single Family	2,272	3	2.00	\$2,500	42
4740594	10/07/2017	10 Liffland LN	Single Family	2,996	6	4.00	\$2,700	26
4716427	10/03/2017	1656 Route 292	Single Family	3,000	3	4.00	\$3,200	168
<b>Averages:</b>				<b>1,715</b>	<b>3</b>	<b>2.33</b>	<b>\$2,097</b>	<b>55</b>

Kevin McGrath  
(914) 391-2880  
Kmcgrath@mcgrathrealtyinc.com

McGrath Realty Inc  
(845) 896-5444  
mcgrathrealtyinc.com

## **COMMERCIAL & INDUSTRIAL**

Adams Fair Acre Farms	KPMG Peat Marwick, LLP
All State Insurance	Laerdal Medical
American Cancer Society	Lumelite Corp.
American Tack & Hardware	Lyme Timber Company
Appraisers & Planners, Inc.	McDonalds Corporation
Aries Development, LLC	Melville Corporation
Baright Enterprises	Metropolitan Transportation Authority
Bell Atlantic	Mobil Oil Corporation
Big V Corp. (Shoprite)	NYS Electric & Gas
Carl Zeiss, Inc.	NYNEX Properties
CH Energy Group	New York Telephone
Charisma Holding Corp.	Orange & Rockland Utilities
Chrysler Corporation	Henry Page Development, Ltd.
Consolidated Edison Company of NY Inc	Penn Mutual
Contrail, Inc.	Pepsico
CSX Real Property	Phelps Dodge Industries
Davis Advisors	Pizza Hut
Durst Organization	Precision Valve Corporation
Dyson Foundation	Prudential Serls Realty
Emerald Fund	Readers Digest
Entergy Services, Inc.	Reichold Chemical
Enap, Inc.	Royal Insurance
Exxon Corporation	Saratoga Wealth Advisors
GDC	Shell Oil
Gasho of Japan	Star Industries
General Electric Company	Suburban Propane
General Foods Corp.	Suburban Energy Services
Guardian Self Storage	Tallix Inc.
Gulf Western Industries, Inc.	Tennessee Gas
Helmes Group	Travelers Insurance
Herb Redl Properties	Ukranian National Association
HO Penn	Union Carbide Corporation
Hipotronics, Inc.	United Water Corp.
Hoe Ventures	Verizon
Howard Johnson Company	W. W. Grainger
Hudson Heritage, LLC	WSH Realty Group
Hyatt Hotels	Woodstock Resort Corp.
International Tractor	

## **LEGAL**

Eugene Albert, Esq.  
Anderson, Banks, Moore & Curran  
Aronauer, Goldfarb, Sills & Re, LLP  
Banks, Curran & Schwam, LLP  
Banks, Shapiro & Gettinger, LLC  
Bleakley, Platt and Schmidt, P.C  
Neal Brown, Esq..  
Robert Butts, Esq.  
Corbally, Gartland & Rappleyea  
Cuddy, Feder & Worby  
Daniels & Porco, LLP  
Danziger, Markoff  
Deckert, Price & Rhoads  
Edward Doyle, Esq.  
Dickover, Donnelly, Donovan & Biagi  
  
Drake, Sommers, Loeb, Heller, Kennedy,  
Goherty, Geba & Rodd, PLLC  
Fair, Fitzgerald & Hershaft, PC  
Fullbright & Jaworski  
Epstein, Epstein & Epstein  
Farrauto, Berman & Fontana  
Finger & Finger, P.C.  
Fink, Weinberger, Fredman, Berman & Lowell  
Gellert & Quartarano, P.C.  
Gellert & Rodner, PC  
Gerstman, Kelson & Coffill  
Goodhue Banks & Arons  
Griffin, Coogan, Blose & Sulzer, P.C.  
Hanig, Hankin, Stall & Caplicki  
Hogan & Rossi  
Hinman & Carmichael, LLP  
Huff & Wilkes  
Herman, Katz, Cangemi & Clyne, LLP

Keane & Beane  
Kellar & Kellar  
Bernard Kessler  
Levine & Levine  
Loeb & Loeb  
Berle, Kass and Case  
McCabe & Mack  
Meiselman, Farber, Stella & Eberz  
Millbank, Tweed, Hadley & McCloy  
Alan Moeller, Esq.  
Morganthau & Green, LLP  
Robert Morgenthau  
Nourse & Bowles, LLP  
Pagones & Cross  
Paul, Weiss, Rifkin & Wharton  
Plunkett & Jaffee  
Rothschild & Pearl, LLP  
Joel Russell, Esq.  
Joseph St. Onge, Esq.  
Shamberg, Marwell Cherneff & Hockerman, P.C.  
Satz & Kirshon  
Richard M. Sussman, P.C.  
Teahan & Constantino  
Thatcher, Proffitt & Wood  
Van DeWater & Van DeWater  
Vergilis, Stenger, Roberts & Pergament  
Wallace & Wallace, LLP  
Wallace, Wall, Longdore & Jacobs  
Warburg, Dillon & Read  
John E. Watkins, Esq.  
Wiggin & Dana  
Wilder Balter  
Robert Wolper, Esq.  
Wormser, Kiely, Galef & Jacobs, LLP



## **ENVIRONMENTAL AGENCIES AND LAND TRUSTS**

Adirondack Nature Conservancy  
Agricultural Stewardship Association  
American Farmland Trust  
Audubon Society  
Beaverkill Conservancy  
Black Rock Forest Consortium  
Butternut Association  
Castanea Foundation, Inc.  
Catskill Watershed Corp.  
Columbia Land Conservancy  
Croton Land Conservancy  
Delaware Co. Watershed Agricultural Council  
Dutchess Land Conservancy  
Friends of the Great Swamp  
Hershey Trust  
Hudson Highlands Land Trust  
Hudson Preserve  
Manitoga  
Mohonk Preserve  
NYS Dept. of Environmental Conservation  
NYC Dept. of Environmental Protection  
NY-NJ Trail Conference  
NYS Office of Parks Recreation & Historic Preservation  
Office of Parks, Recreation & Historic Preservation  
Open Space Institute  
The Conservation Fund  
The Nature Conservancy  
Trust for Public Land  
Saratoga Plan  
Scenic Hudson Land Trust  
Storm King Art Center  
Wallkill Valley Land Trust  
Westchester Land Trust

**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Fee Schedule - Trees**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Reso Tree Fees	Resolution

**CITY COUNCIL  
CITY OF BEACON**

**RESOLUTION AMENDING THE FEE SCHEDULE AS REGARDS EXCAVATION  
AND GRADING PERMITS AND TREE REMOVAL PERMITS**

Resolution No. \_\_\_\_\_ of 2018

Council Member \_\_\_\_\_ moved, seconded by Council Member \_\_\_\_\_, to adopt the following Resolution amending the Master Fee Schedule.

**WHEREAS**, on March 5, 2018 the City Council of the City of Beacon adopted Local 7 of 2018 concerning sand and gravel excavation and tree removal; and

**WHEREAS**, the law requires applicants to obtain an excavation or grading permit for certain work and/or a tree removal permit to remove one or more trees.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council hereby amends the City of Beacon Fee Schedule to provide as follows:

Permit	Base Fee	
Excavation or Grading Permit	\$50	The applicant is responsible for reimbursing the City for the cost of professional review fees in connection with an application submitted to the City in accordance with the procedure set forth in § 223-61.1.
Tree Removal Permit	\$50	In addition to the base fee, the Building Inspector, in the review of any application, may refer any tree removal permit application submitted to the Building Department to the City Engineer and/or City Arborist as necessary to assist with the review of such application. The applicant is responsible for reimbursing the City any costs incurred by the City's consultants. The applicant shall submit all requested payments to the Building Department prior to the issuance of any permit. The applicant shall be provided with copies of any City voucher for such consultant services as they are submitted to the City.

VOTE: AYES \_\_\_\_\_ NAYS \_\_\_\_\_

**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Discussion of Chapter 134 and Chapter 223, Section 24.7 of the Code of the City of Beacon Historic Preservation.**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Reso historic preservation	Resolution
LL Historic Preservation	Local Law
COB PB comments Historic Overlay	Backup Material
CF Ltr Historic Pres	Backup Material



**CITY OF BEACON  
CITY COUNCIL  
RESOLUTION NO. \_ OF 2018**

**A RESOLUTION TO ADOPT A LOCAL LAW TO AMEND CHAPTER 134 AND CHAPTER 223,  
SECTION 24.7 OF THE CODE OF THE CITY OF BEACON CONCERNING HISTORIC PRESERVATION.**

**BE IT RESOLVED,** That the City Council of the City of Beacon hereby adopts a local law to amend Chapter 134 and Chapter 223, Section 24.7 of the Code of the City of Beacon concerning Historic Preservation.

<b>Resolution No. _____ of 2018</b> <b>Date: <u>2018</u></b>							
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Amendments <input type="checkbox"/> Not on roll call <input type="checkbox"/> On roll call</div><div><input type="checkbox"/> 2/3 Required <input type="checkbox"/> 3/4 Required</div></div>							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
<b>Motion Carried</b>							



DRAFT LOCAL LAW NO. \_\_\_\_ OF 2018

CITY COUNCIL  
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND  
CHAPTER 134 AND CHAPTER 223, SECTION 24.7 OF THE CODE OF  
THE  
CITY OF BEACON

A LOCAL LAW to  
amend Chapter 134  
and Chapter 223,  
Section 24.7 of the  
Code of the City of  
Beacon Historic  
Preservation.

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

**Section 1.** Chapter 134 of the Code of the City of Beacon entitled “Historic Preservation” is hereby amended as follows:

§ 134-1. Purpose.

There exist within the City of Beacon landmarks, structures, buildings and districts of special historic significance which, by reason of their antiquity or uniqueness of architectural construction or design, are of particular significance to the heritage of the City, county, state or nation.

§ 134-2. Historic District.

~~A.~~ A Historic District and Landmark Overlay Zone (HDLO) is hereby established for the purposes of encouraging the protection, enhancement, perpetuation and use of buildings and structures and appurtenant vistas having special historical or aesthetic value which represent or reflect elements of the City's cultural, social, economic, political and architectural history.

~~B. For the purposes of this chapter, the landmarks and the boundaries of such zone are established as shown on a map entitled "Historic District and Landmark Overlay Map,"~~

~~which is hereby incorporated as a part of this chapter and is attached hereto as Exhibit A.~~

### § 134-3. Definitions.

Unless specifically defined below, words or phrases in this chapter shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this chapter its most reasonable application.

## **ALTERATION**

Any act or process that changes one or more of the exterior architectural features of a structure, including but not limited to the erection, construction, restoration, renovation, reconstruction, demolition, moving or removal of any structure.

## **CERTIFICATE OF APPROPRIATENESS**

A certificate issued by the Planning Board indicating its approval of plans for alteration, construction, removal or demolition of a landmark or of a structure within an historic district.

## **CERTIFICATE OF ECONOMIC HARDSHIP**

A certificate issued by the Zoning Board of Appeals authorizing an alteration, construction, removal or demolition even though a certificate of appropriateness has previously been denied.

## **CONSTRUCTION**

The act of making an addition to an existing structure or the erection of a new principal or accessory structure on a lot or parcel.

## **DEMOLITION**

Any act or process that destroys in part or in whole a landmark or a structure within an historic district.

## **EXTERIOR ARCHITECTURAL FEATURES**

The design and general arrangement of the exterior of a structure open to view from a public way, public property or any part of any public building, including the kind and texture of building materials and number, proportion, type and spacing of windows, doors, walls, roofs, murals, projections and signs. This term shall also include all earthworks, sidewalks, driveways, fences, trees, landscaping and other features visible from a public way, public property or any part of any public building.

## **HISTORIC DISTRICT**

An area designated as an "historic district" by action of the City Council in enacting this chapter and which contains within definable geographic boundaries one or more landmarks and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

## **LANDMARK**

A property or structure designated as a "landmark" by action of the City Council in enacting this chapter that is worthy of rehabilitation, restoration and preservation because of its historic and/or architectural significance to the City of Beacon.

## **OWNER OF RECORD**

The person, corporation or other legal entity issued as owner of a parcel according to the records of the Dutchess County Clerk.

## **REPAIR**

Any change that is not construction, removal or alteration.

## **STRUCTURE**

Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, gazebos, walls, sidewalks, signs, billboards, backstops for tennis courts, radio and television antennae, including supporting towers, and swimming pools.

§ 134-46.-Designation of landmarks or historic districts.

- A. The City Council may act upon its own initiative or upon petition from the owner of a proposed landmark, site, structure or property, the Planning Board, or historic preservation committee, to consider designation of a historic district or historic landmark, site, structure or property. All designated historic districts and landmarks shall be included in the HDLO. The City Council hereby designates the individual properties as landmarks as shown on the accompanying Historic District and Landmark Overlay Map because they:
- B. The City Council shall, upon investigation as it deems necessary, make a determination as to whether a proposed district or landmark meets one or more of the following criteria:
  - (1) Possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the City, county, state or nation;

- (2) ~~Are~~ Is identified with historic personages or with important events in national, state or local history;
- (3) ~~Embody the distinguishing characteristics of an architectural style;~~ Embodies distinguishing characteristics of an architectural-type specimen, inherently valuable for a study of a period, style, method of construction or of indigenous materials or craftsmanship;
- (4) ~~Are~~ Is the work of a designer whose work has significantly influenced an age; or
- (5) ~~Because of unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.~~
- (5) Qualifies for inclusion on the State or National Registers of Historic Places.

~~B. The City Council hereby designates the group of properties shown on the attached map as a historic district because they:~~

- ~~(1) Contain properties which meet one or more of the criteria for designation of a landmark; and~~
- ~~(2) By reason of possessing such qualities, constitute a distinct section of the City.~~

C. Notice of a proposed designation shall be sent by certified mail or personal delivery ~~regular mail~~ to the owner of the property proposed for designation, describing the property proposed and announcing a public hearing by the City Council to consider the designation. Once the City Council has issued notice of a proposed designation, no building permits shall be issued by the Building Inspector until the Council has made its decision.

D. Notice of the public hearing shall be given by publication in a newspaper of general circulation in the City of Beacon at least fourteen (14) calendar days prior to the date of such hearing.

E. The City Council shall hold a public hearing prior to designation of any landmark or historic district. The City Council, owners and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural or cultural importance of the proposed landmark or historic district. The record may also contain reports, public comments or other evidence offered outside of the hearing.

F. In determining whether or not to designate a new historic landmark, the City Council shall consider the factors listed in § 134-4.B and any testimony or evidence presented during the public hearing.

- G. The City Council shall make a decision within sixty (60) days of the conclusion of the hearing. If the City Council fails to act within sixty (60) days, or fails to extend the period in which to act, the designation shall be deemed to have been denied. A super majority vote of five (5) Council members is necessary to designate a new historic landmark if the property owner objects to such designation.
- H. The City Council shall forward notice of each property designated as a landmark and the boundaries of each designated historic district to the property owner, the City Clerk, the Planning Board, the Zoning Board, and the offices of the Dutchess County Clerk for recordation.
- I. A list of designated properties shall be maintained on file with the City Clerk and shown on the City of Beacon Zoning Map.

§ 134-~~5~~42. Uses permitted by special permit.

Section 223-24.7 of Chapter 223, Zoning, of the City Code, enumerates the uses which may be permitted by special permit, issued by the City Council, in the Historic District and Landmark Overlay Zone, and the process by which such uses may be permitted.

§ 134-~~6~~4 Certificate of appropriateness.

No person shall carry out any exterior alteration of a landmark or property within ~~a~~ historic district without first obtaining a certificate of appropriateness from the Planning Board or a certificate of economic hardship from the Zoning Board. No certificate of appropriateness is needed for changes to interior spaces, unless they are open to the public, to architectural features that are not visible from a public street or way, public property, or public building, or for the installation of a temporary sign as described in § 223-15F of the Zoning Ordinance of the City of Beacon if located in a nonresidential district. Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a landmark or property within an historic district which does not involve a change in design, material or outward appearance.

§ 134-~~7~~5 Criteria for approval of a certificate of appropriateness or special permit in the HDLO.

- A. Historic districts are living entities that have typically grown and accommodated change through multiple time periods. HDLO buildings are recognized as models for how to design high-quality, enduring structures that have gained in public appreciation over time, thereby serving as excellent examples for sustainable development. In reviewing an HDLO application and plans, the City Council or Planning Board shall give consideration to:

- (1) The historic or architectural value or significance of the structure and its relation to the historic character of the surrounding area.



- (2) The relationship of the exterior architectural features of such structure to the rest of the structure and to the surrounding area.
  - (3) The ~~general~~ compatibility of exterior design in terms of scale, arrangement, texture and materials proposed, roof and cornice forms, spacing and proportion of windows and doors, exterior architectural details, signs, and street-front fixtures.
- B. In applying the principle of compatibility, the City Council or Planning Board shall consider use the following factors standards for new structures, additions, or alterations in the HDLO:
- (1) The ~~general~~ design, character, and appropriateness to the property of the proposed alteration or new construction.
    - (a) Construction shall build on the historic context with applications required to demonstrate aspects of inspiration or similarities to adjacent HDLO structures or historic buildings in the surrounding area.
    - (b) Compatibility does not imply historic reproduction, but new architecture shall also not arbitrarily impose contrasting materials, scales, colors, or design features.
    - (c) The intent is to reinforce and extend the traditional patterns of the HDLO district, but new structures may still be distinguishable in up-to-date technologies and details, most evident in window construction and interiors.
    - (d) Exterior accessory elements, such as signs, lighting fixtures, and landscaping, shall emphasize continuity with adjacent HDLO properties and the historic characteristics of the sidewalk and streetscape.
    - (e) Parking shall be placed towards the rear of the property in an unobtrusive location with adequate screening from public views.
  - (2) The scale and height of the proposed alteration or new construction in relation to the property itself, surrounding properties, and the neighborhood.
    - (a) Any addition that is deemed necessary to an historic structure shall be placed toward the rear, or at least recessed, so that character-defining features are not damaged or obscured and so that the historic structure remains more prominent than the subsidiary addition.
    - (b) The height of any new building facades in the HDLO shall reflect the typical heights of adjacent historic structures.

- (c) Larger buildings or additions shall incorporate significant breaks in the facades and rooflines, generally at intervals of no more than 35 feet.
- (3) ~~Texture and materials~~ Architectural and site elements and their relation to similar features of other properties in the ~~neighborhood~~ HDLO.
  - (a) It is not appropriate to disrupt the relationship between an historic building and its front yard or landscape, including screening historic properties from traditional street views by high walls or hedges.
  - (b) Historic storefronts, porches, cornices, window and door surrounds, or similar architectural features shall not be enclosed, obscured, or removed so that the character of the structure is substantially changed.
  - (c) Deteriorated building features shall be repaired rather than being replaced and, if not repairable, shall be replicated in design, materials, and other historic qualities.
  - (d) New buildings in the HDLO shall have a top-floor cornice feature and first-floor architectural articulation, such as an architecturally emphasized entrance doorway or porch, to accent the central body of the building.
  - (e) Architectural features and windows shall be continued on all sides that are clearly visible from a street or public parking area, avoiding any blank walls, except in cases of existing walls or potential common property walls.
  - (f) New HDLO buildings shall have a front entrance door facing the primary street and connected to the sidewalk.
  - (g) Primary individual window proportions shall be greater in height than width, but the approving body may allow exceptions for storefront, transom, and specialty windows. Mirrored, reflective, or tinted glass and all-glass walls, except greenhouses, shall not be permitted. Any shutters shall match the size of the window opening and appear functional.
  - (h) Finish building materials should be wood, brick, traditional cement-based stucco, stone, smooth cast stone, smooth-finished fiber-cement siding, or other materials deemed acceptable by the approving body. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls, plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic rough-cut stone, synthetic brick, synthetic stucco, exterior insulation and finishing system (EIFS), direct-applied finish system (DAFS), and chain link, plastic, or vinyl fencing shall not be permitted.

- (i) Materials and colors should complement historic buildings on the block. Fluorescent, neon, metallic, or other intentionally garish colors, as well as stripes, dots, or other incompatible patterns, shall be prohibited.
- (j) Mechanical equipment and refuse containers shall be concealed from public view by approved architectural or landscaping elements and shall be located to the rear of the site. Window or projecting air conditioners shall not be permitted on the front façade of new buildings or additions.

§ 134-8.7. Certificate of appropriateness application procedure.

- A. Prior to the commencement of any work requiring a certificate of appropriateness, the owner shall file an application for such a certificate with the Planning Board. The application shall include:
  - (1) The name, address and telephone number of the applicant.
  - (2) ~~Sketches or other~~ Scaled drawings showing the proposed changes.
  - (3) Descriptions or samples of materials to be used.
  - (4) {Where the proposal includes signs or lettering,} a scaled drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination, if any, and a plan showing the sign's location on the property.
  - (5) Any other information which the Planning Board may deem necessary in order to visualize the proposed work.
- B. No building permit shall be issued for such proposed work until a certificate of appropriateness has first been issued by the Planning Board. The certificate of appropriateness required by this act shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of Beacon.
- C. The applicant may consult with the Planning Board or its designated agent prior to submitting an application.
- D. Where site plan review or subdivision approval is also required for the application, the certificate of appropriateness procedure shall be conducted simultaneously with such review by the Planning Board.
- E. The Planning Board shall approve, deny or approve the permit with modifications within 45 days from receipt of the completed application. The Planning Board may hold a public hearing on the application at which an opportunity will be provided for proponents and opponents of the application to present their views. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-

61.2.B. Failure by the Planning Board to take action within the prescribed period of time shall constitute approval.

- F. All decisions of the Planning Board shall be in writing. A copy shall be sent to the applicant by registered mail and a copy filed with the City Clerk's Office for public inspection. The Planning Board's decision shall state the reasons for denying or modifying any application.

§ 134-2 ~~8.~~ Hardship criteria and application procedure.

- A. An applicant whose certificate of appropriateness ~~for a proposed demolition~~ has been denied may apply ~~for relief~~ to the Zoning Board of Appeals for a certificate of economic hardship to obtain relief from the requirements of this chapter. Upon receipt of an application for relief, the Zoning Board shall, within 45 calendar days thereafter, hold a public hearing. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.2.B. on the grounds of hardship. In order to prove the existence of hardship, the applicant must establish that:
- B. At the public hearing, the Zoning Board may hear testimony and entertain the submission of written evidence from the applicant and/or the public.
- C. To obtain a certificate of economic hardship, the applicant must prove the existence of economic hardship by establishing that:
- (1) The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible; and
  - (2) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and
  - (3) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- ~~B. The applicant whose certificate of appropriateness for a proposed alteration has been denied may apply for relief to the Zoning Board of Appeals on the ground of hardship.~~
- D. The Zoning Board shall take into consideration the economic feasibility of alternatives to removal, alteration or demolition of a landmark or portion thereof, and balance the interest of the public in preserving the historic landmark or building, or portion thereof, and the interest of the owner in removing, altering or demolishing the landmark or portion thereof.
- E. ~~€.~~ The Zoning Board shall make a decision within 30 days of the conclusion of the hearing on the application. The Board's decision shall be in writing and shall state the reasons for granting or denying the hardship application. ~~The Zoning Board's review of said hardship application shall be in accordance with the procedures set forth in § 223-~~

~~55C of Chapter 223, Zoning.~~ Failure by the Zoning Board of Appeals to take action within the prescribed period of time shall constitute approval of the application.

- F. All decisions of the Zoning Board of Appeals shall be in writing. A copy shall be sent to the applicant, and a copy shall be filed with the City Clerk. The Board's decision shall state the reasons for approving or denying the application. If the Zoning Board of Appeals approves the application, the Board shall issue a certificate of economic hardship.

§ 134-~~10~~ 9. Enforcement.

All work performed pursuant to a certificate of appropriateness issued under this chapter shall conform to any requirements included therein. It shall be the duty of the Building Inspector to inspect periodically any such work to assure compliance. In the event that work is found that is not performed in accordance with the certificate of appropriateness, or upon notification of such fact by the Planning Board, the Building Inspector shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

§ 134-~~11~~ 40. Penalties for offenses.

- A. Failure to comply with any of the provisions of this local law shall be deemed a violation, and the violation is subject to the penalties provided in § 223-53 of Chapter 223, Zoning.
- B. The City Council is also authorized to institute any and all actions required to enforce this chapter. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty.

§ 134-~~12~~ 44. Fees.

- A. Each application for a certificate of appropriateness shall be accompanied by a fee, in an amount set by the City Council, payable to the City Clerk.
- B. The applicant may be charged a fee by the Planning Board for the actual cost of preparation and publication of each public notice of hearing on the application. Said fees shall also be fixed from time to time by resolution of the City Council.

§ 134-13. Assessment abatement.

Any person who is granted a certificate of appropriateness and performs the work detailed in the application submitted to the Planning Board will not be subject to an increase in assessment for the subject property as a result of the improvements made to the buildings and structures on said property. This clause does not apply to applicants who also receive a special permit as set forth in § 223-18 of Chapter 223, Zoning.

~~§ 134-14. Additional areas:~~



In accordance with § 134-6, the following landmarks, properties and/or historic districts are added:

~~A. Properties added 5-17-1999 by L.L. No. 1999:~~

<b>Parcel I.D.</b>	<b>Location</b>	<b>Owner Name</b>
<del>6054-13-126252</del>	<del>250 Howland Avenue</del>	<del>University Settlement Camp Society of New York</del>
<del>6054-17-047180</del>	<del>300 Howland Avenue</del>	<del>Craig House</del>
<del>6054-17-025161</del>	<del>310 Howland Avenue</del>	<del>Stephen Fleming and Donna Landstreet</del>
<del>6054-17-075135</del>	<del>330 Howland Avenue</del>	<del>Scenic Hudson</del>
<del>A portion of 6054-14-259407 as shown on map<sup>H</sup></del>	<del>150 Howland Avenue</del>	<del>Beacon Hills Development Corporation</del>

~~B. The following landmarks and districts are hereby added to the Historic District and Landmark Overlay Zone. The attached map, entitled Proposed Additions to Historic District and Landmark Overlay Zone, and dated May 12, 2006, shows the respective location of each of the following:~~

- ~~(1) Gateway to Mt. Beacon Park (Mount Beacon Incline Property; on National Register).~~
- ~~(2) Peter Dubois House, 36 Slocum Road; on National Register.~~
- ~~(3) Old Matteawan State Hospital buildings and grounds.~~
- ~~(4) Fountain Square (East Main Street), including Leonard Street (Alice Judson House, Dr. Jennings/Leonard House, Catholic Church).~~
- ~~(5) Byrnesville Cemetery, South Avenue (purported burial ground of Roger Brett).~~
- ~~(6) H. W. Sargent's "Wodenethe": two gatchouses, South Avenue and Wodenethe Drive.~~
- ~~(7) Methodist Cemetery, North Walnut Street.~~
- ~~(8) Old stone houses (2), Overlook Avenue near Stone Street (houses date back to late 18th Century).~~
- ~~(9) Old Tioronda Hat Shop and Madam Brett Park (site of original Brett mill), South Avenue, dates to 1879.~~

- (10) — ~~Peter Schenck House, adjoining Tallix property, Blackburn Avenue — Schenck Estate.~~
- (11) — ~~Russell Avenue, from First Street to Union Street, cluster of historic homes; 1st Highland Hospital; Mayor Russell's House; Ticchurst Home dates to 1840s (excluding 40 Russell Avenue).~~
- (12) — ~~Calvert Vaux House, South Avenue.~~
- (13) — ~~Chrystie House, South Avenue.~~
- (14) — ~~1 East Main.~~
- (15) — ~~10 East Main~~
- (16) — ~~South Street (excluding 32 South Street).~~
- (17) — ~~North Street (excluding 19 North Street).~~
- (18) — ~~St. Joachim's Church and Old Cemetery.~~
- (19) — ~~St. John's Church.~~
- (20) — ~~AME Zion Church, Academy Street.~~
- (21) — ~~Springfield Baptist Church, Mattie Cooper Street Square.~~
- (22) — ~~Fairview Cemetery. Washington Avenue.~~
- (23) — ~~Northwest corner of Teller and Rombout Avenues, 2nd Empire brick home.~~

~~C. Property added May 17, 2010, by L.L. No. 5 of 2010:~~

<del>Parcel I.D.</del>	<del>Location</del>	<del>Owner Name</del>
<del>130200-6054-21-065896</del>	<del>211 Fishkill Avenue</del>	<del>Beacon School District</del>

**SECTION 2.** Chapter 223, Section 24.7, Subsection D of the Code of the City of Beacon is hereby amended as follows

§ 223-24.7 Uses permitted by special permit in the Historic District and Landmark Overlay Zone

...

D. Findings

- (1) The City Council must make the following findings before special permit approval is granted:
  - (a) Any exterior restoration shall maintain the architectural and historic integrity of the structure. Any new construction shall be compatible with neighboring structures.
  - (b) The proposed use is compatible with the neighborhood, and activities permitted within the structure can be adequately buffered from any surrounding residential homes.
  - (c) The resulting traffic generation will not overburden existing roads, and adequate parking can be provided without unduly destroying the landscape or the setting of the structure.
  - (d) The proposed use is appropriate to the structure, will aid in the preservation of the structure and will not result in undue alterations or enlargement of the structure.
- (2) These standards shall be in addition to the general special permit standards set forth in § 223-18 of this chapter and the standards set forth in §.134-7.

### **Section 3. Ratification, Readoption and Confirmation**

Except as specifically modified by the amendments contained herein, Chapter 134 and Chapter 223 of the City of Beacon are otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

### **Section 4. Numbering for Codification**

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

### **Section 5. Severability**

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

illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

**Section 6. Effective Date**

This local law shall take effect immediately upon filing with the Office of the Secretary of State.



# Memorandum

## *Planning Board*

---

TO: Mayor Randy Casale and City Council Members

FROM: Planning Board Chairman Gunn and Planning Board Members

RE: City Council Request to Review Proposed Local Law to Amend Chapters 134 and 223 of the City Code – Historic Preservation

DATE: March 14, 2018

As requested the Planning Board reviewed the proposed local law to amend Chapters 134 and 223 of the Code of the City of Beacon regarding Historic Preservation at its March 13, 2018 meeting. A lengthy review and discussion of the proposed law took place with the City Planner, City Attorney and Building Inspector Tim Dexter. After careful consideration members voted unanimously to recommend the following revisions to the local law:

- 1. Add the following to Section 134-7 of the local law regarding “Criteria for approval of a certificate of appropriateness or special permit in the HDLO”:**  
Standards using the verb "shall" are required; "should" is used when the standard is to be applied unless the Planning Board finds a strong justification for an alternative solution in an unusual and specific circumstance; and "may" means that the "standard" is an optional guideline that is encouraged but not required.
- 2. Revise Section 134-8.E of the local law to strike the last sentence, as set forth below:**  
The Planning Board shall approve, deny or approve the permit with modifications within 45 days from receipt of the completed application. The Planning Board may hold a public hearing on the application at which an opportunity will be provided for proponents and opponents of the application to present their views. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.2.B. ~~Failure by the Planning Board to take action within the prescribed period of time shall constitute approval.~~
- 3. Revise Section 134-9.E of the local law to strike the last sentence, as set forth below:**  
The Zoning Board shall make a decision within 30 days of the conclusion of the hearing on the application. The Board's decision shall be in writing and shall state the reasons for granting or denying the hardship application. ~~The Zoning Board's review of said hardship application shall be in accordance with the procedures set forth in § 223-55C of Chapter~~

~~223, Zoning. Failure by the Zoning Board of Appeals to take action within the prescribed period of time shall constitute approval of the application.~~

4. The Planning Board is concerned about the absence of any flexibility in the application of some of the criteria, particularly where there is no ability for an applicant to seek a waiver or variance from the criteria. Therefore, the Planning Board recommended revising Section 134-7.B of the local law to change “shall” to “should,” as set forth below (revisions are indicated in bold, italicized text):

- (1) The ~~general~~ design, character, and appropriateness to the property of the proposed alteration or new construction.
  - (a) Construction shall build on the historic context with applications required to demonstrate aspects of inspiration or similarities to adjacent HDLO structures or historic buildings in the surrounding area.
  - (b) Compatibility does not imply historic reproduction, but new architecture shall also not arbitrarily impose contrasting materials, scales, colors, or design features.
  - (c) The intent is to reinforce and extend the traditional patterns of the HDLO district, but new structures may still be distinguishable in up-to-date technologies and details, most evident in window construction and interiors.
  - (d) Exterior accessory elements, such as signs, lighting fixtures, and landscaping, shall emphasize continuity with adjacent HDLO properties and the historic characteristics of the sidewalk and streetscape.
  - (e) **Where possible, parking shall be placed towards the rear of the property in an unobtrusive location with adequate screening from public views.**
- (2) The scale and height of the proposed alteration or new construction in relation to the property itself, surrounding properties, and the neighborhood.
  - (a) Any addition that is deemed necessary to an historic structure ~~shall~~ **should** be placed toward the rear, or at least recessed, so that character-defining features are not damaged or obscured and so that the historic structure remains more prominent than the subsidiary addition.
  - (b) The height of any new building facades in the HDLO ~~shall~~ **should** reflect the typical heights of adjacent historic structures.
  - (c) Larger buildings or additions ~~shall~~ **should** incorporate significant breaks in the facades and rooflines, generally at intervals of no more than 35 feet.
- (3) ~~Texture and materials~~ Architectural and site elements and their relation to similar features of other properties in the ~~neighborhood~~ HDLO.
  - (a) It is not appropriate to disrupt the relationship between an historic building and its front yard or landscape, including screening historic properties from traditional street views by high walls or hedges.
  - (b) Historic storefronts, porches, cornices, window and door surrounds, or similar architectural features ~~shall~~ **should** not be enclosed, obscured, or removed so that the character of the structure is substantially changed.
  - (c) Deteriorated building features ~~shall~~ **should** be repaired rather than being replaced and, if not repairable, ~~shall~~ **should** be replicated in design, materials, and other historic qualities.



- (d) New buildings in the HDLO ~~shall~~ *should* have a top-floor cornice feature and first-floor architectural articulation, such as an architecturally emphasized entrance doorway or porch, to accent the central body of the building.
- (e) Architectural features and windows shall be continued on all sides that are clearly visible from a street or public parking area, avoiding any blank walls, except in cases of existing walls or potential common property walls.
- (f) New HDLO buildings shall have a front entrance door facing the primary street and connected to the sidewalk.
- (g) Primary individual window proportions shall be greater in height than width, but the approving body may allow exceptions for storefront, transom, and specialty windows. Mirrored, reflective, or tinted glass and all-glass walls, except greenhouses, shall not be permitted. Any shutters shall match the size of the window opening and appear functional.
- (h) Finish building materials should be wood, brick, traditional cement-based stucco, stone, smooth cast stone, smooth-finished fiber-cement siding, or other materials deemed acceptable by the approving body. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls, plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic rough-cut stone, synthetic brick, synthetic stucco, exterior insulation and finishing system (EIFS), direct-applied finish system (DAFS), and chain link, plastic, or vinyl fencing shall not be permitted.
- (i) Materials and colors should complement historic buildings on the block. Fluorescent, neon, metallic, or other intentionally garish colors, as well as stripes, dots, or other incompatible patterns, shall be prohibited.
- (j) Mechanical equipment and refuse containers shall be concealed from public view by approved architectural or landscaping elements and shall be located to the rear of the site. Window or projecting air conditioners shall not be permitted on the front façade of new buildings or additions.

If you have any questions, please feel free to contact me.



300 Westage Business Center, Suite 380  
Fishkill, New York 12524  
T 845 896 2229  
F 845 896 3672  
cuddyfeder.com

Jennifer Van Tuyl  
jvantuyl@cuddyfeder.com

March 18, 2018

Hon. Randy Casale, Mayor  
and Members of the City Council  
City of Beacon City Hall  
1 Municipal Plaza  
Beacon, New York 12508

Re: comments on proposed HDLO law

Dear Mayor Casale and Members of the City Council,

On behalf our client Beacon HIP Lofts, 39 Front Street, Beacon, New York, Tax Parcel ID: 6055-04-590165, I make the following comments on the proposed amendments to the HDLO Law.

Our client supports the provisions that facilitate the inclusion of additional properties in the HDLO. Section 134-4 (E) contains a reference to section 134-6.B. It is unclear what section is being referred to, since most of the section numbers are changing. There is no section 134-6.B in the proposed Local Law. If the reference is to 134-6.B in the existing law, that section refers to only two criteria, so it might make more sense to simply list them.

However, there is reason to be cautious in enacting the amendments, which can put single family homeowners and other small property owners to great expense in conforming to architectural standards, and can prevent other landowners from carrying out projects which are wholly compliant with zoning, and have been found worthy by the State Historic Preservation Office, by architectural historians, and by City agencies such as the Planning and Zoning Board.

My client writes this letter because he is concerned that a possible interpretation of this law would prevent him from being issued a Certificate of Appropriateness for his proposed building 16 improvements at Beacon HIP Lofts, the former Groveville Mills. This project has already received a SEQR Negative Declaration. It has received an affirmative letter of compatibility from the State Historic Preservation Office. It was found to be in keeping with historic compatibility standards for historic additions by an architectural historian at Hartgen Associates. The Planning Board unanimously recommended to the ZBA that a height variance be issued. And the ZBA granted a height variance, finding that the proposed height of the building did not create any harmful effect on the neighborhood or historic setting. All reviewing agencies have found the proposal historically sensitive and worthy. The closest, most affected, neighboring property owner

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appeared before the Zoning Board of Appeals to express his strong support for the proposed project, including the height of building 16. In addition to the benefits of the project by virtue of its appearance, the proposal would eliminate a commercial laundry that uses almost 26,000 gpd.

The Council should make sure that this law does not have unintended consequences by stopping a project as worthy as this one, or even creating the possibility that something similar would happen in the future. Other likely unintended consequences include discouraging a creative design solution that all parties believe is the best one, because no variation or “variance” is allowed.

### **Fundamental problems with the law:**

It is critical that the Council realize that this law allows no variances (except, perhaps, insofar as it is incorporated in special permit standards in zoning.<sup>1</sup>) It is no solace to a landowner to be told that, “you can always apply for a ‘Certificate of Hardship’ from the ZBA.” The law as written makes it virtually impossible to obtain a Certificate of Hardship. The standards are even more difficult than those for a use variance. Beyond that, the certificate of hardship standards force a landowner suffering economic hardship to wait, potentially for years, while he tries to sell his property to someone who might “preserve” it, though that standard itself is very vague as applied to the 134-7.B standards. It will be harder and harder to transfer property under a regime of unforgiving and inflexible laws.

The law as drafted is a zoning law in thin disguise. Though placed outside the zoning law, it imposes standards relating to height, a basic zoning bulk standard. The law as drafted appears to be one that attempt to deprive a landowner of his/her fundamental right to seek an area variance relating to bulk standards, by simply placing the requirement in an ostensibly “non-zoning” section of the code. This would not pass constitutional muster and violates the preemptive land use regulations of the General City Law.

The issue of height should be dealt with only in the zoning law, and the Council should reconsider the standards for a certificate of hardship. Without limiting the generality of the foregoing, the Council should consider adding a more reasonable standard for certificates of hardship for modifications of the design requirements in section 134-7.B. The standards for a certificate of hardship as they are now written appear to apply solely to proposed demolition of an historic structure.

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<sup>1</sup> The law may ultimately be deemed a zoning law even if the Council places the regulations in a chapter outside zoning.



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In addition to addressing these fundamental problems, we ask the Council to address the following more specific comments.

**It is inappropriate to incorporate the architectural/historic appropriateness criteria into special permit standards:**

We are concerned about the incorporation of a very complicated and somewhat subjective set of criteria as criteria of a special permit, in addition to being criteria for a certificate of appropriateness. The standards for architectural appropriateness are fundamentally different from zoning standards, and it may not be wise to mix the two concepts. Such a mixture would appear to effectively incorporate the appropriateness standards into zoning, thus making it possible to actually obtain a variance from the standards. (See above discussion as to the legality of such an effort) Moreover, it appears to violate the principle of zoning that standards must be uniform within districts. Under the existing law, the Council has very broad discretion in determining special permit applications, so this amendment does not seem necessary to grant the Council any additional authority on special permits. Finally, the incorporation of these standards as special permit standards will often result in two different boards, the Council and the Planning Board, applying the same set of criteria, possibly with different results. This does not make sense.

**If the Council determines to incorporate the section B standards into special permit standards, the law should at least clarify that these standards only apply to special permits under section 223-24.7.**

If the Council nonetheless determines to apply these standards to special permits, it should clarify that the section B criteria apply only to special permits under section 223-24.7, i.e. those special permits for which one is eligible only because the subject property is within the HDLO.

134-7 Criteria for approval of a certificate of appropriateness or special permit under section 223-24.7 for properties in the HDLO.

This seems to be the clear purpose and intent, as set forth in section 2 of the law on page 13-14.

**The standards in section 134-7.B should be reconsidered in light of the differing settings in the City of Beacon:**

The law was obviously drafted with the CMS district in mind, i.e. a densely settled streetscape, with established patterns of development, and buildings very close to each other. But other areas of the city, such as old factory buildings along the Fishkill Creek, either in the LI or FCD Districts, present different circumstances. These settings are much more open, viewing points to these properties are much more distant, and each property tends to be unique, rather than part of a

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consistent streetscape. In some cases, a single parcel is in the HDLO as a Landmark which is inherently of a different character than surrounding lands, and a Landmark might be significantly larger and more massive than the surrounding buildings. In that case, setting the height for adjoining buildings based upon those of the Landmark does not necessarily lead to the right result. Each setting is unique and the section B standards should not be applied in the same way. Our client's property at the former Groveville Mills is one such unique setting.

The Council should consider adopting a separate set of standards for the CMS to address the unique concerns of that area. In the alternative, some of the proposed 134-7.B standards should be applicable only in the CMS district.

**Specific suggestions on the Section B Criteria that incorporate the above comments (new language shown as redlines):**

Section (1) (e): Parking shall where possible<sup>2</sup> be placed towards the rear of the property in an unobtrusive location with adequate screening from public views, unless another location provides better screening.<sup>3</sup>

Section (2) (a): Any addition ~~that is deemed necessary~~ to an historic structure ~~shall~~ should<sup>4</sup> be so placed on the property<sup>5</sup> ~~toward the rear~~, or at least recessed, so that character-defining features of the historic structure are not damaged or obscured

Section (2) (b)<sup>6</sup> Any addition to an historic structure should<sup>7</sup> be designed so that the addition is subsidiary to the main historic structure and so that the historic structure remains more prominent than the ~~subsidiary~~ addition.

---

<sup>2</sup> This change is also being recommended by the Planning Board. Changes recommended by the Planning Board are shown in black line. The "should" standard is defined in the CMS Law, section K.2, and the definition should be repeated in the HDLO law, or incorporated by reference.

<sup>3</sup> The rear of the property may not always be the location that provides the best screening.

<sup>4</sup> Change recommended by the Planning Board.

<sup>5</sup> Depending on the lot size, shape, and surrounding properties, the rear of the lot is not necessarily the best location.

<sup>6</sup> This comment proposes separating the current section (2) (a) into two separate sections, since lot location and subsidiarity are two separate issues.

<sup>7</sup> Change recommended by the Planning Board.



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Section (2) (c) Buildings in the CMS District that are also in the HDLO are subject to the additional standard that the height of any new building facades in the HDLO ~~shall~~ should<sup>8</sup> reflect the typical heights of adjacent historic structures.

Section (2) (d) Larger buildings or additions shall incorporate significant breaks in the facades and rooflines, generally at intervals of no more than 35 feet.

**Additional clarification:**

Page 6, section A, line 5: It is unclear what “an HDLO application” is and the term is not defined. The section should read, “In reviewing an application for a Certificate of Appropriateness and the plans relating thereto, the .....”

**Conclusion:**

We thank the Council for considering these comments. We all share the interest of encouraging the best possible built environment in Beacon.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'JL Van Tuyl', is written over a light blue horizontal line.

Jennifer L. Van Tuyl

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<sup>8</sup> Change recommended by the Planning Board.



**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Rehabilitation of Fishkill and Teller Avenues**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Rehab_Fishkill_Teller	Backup Material
Rehab_Fishkill_Teller_Eng_Cons_Agreement	Backup Material



January 15, 2018

CONFIDENTIAL

Anthony Ruggiero – City Administrator  
City of Beacon  
One Municipal Plaza, Suite 1  
Beacon, NY 12508

Re: *Supplemental Agreement No. 1*  
*PIN 8757.30 – Rehabilitation of Teller Avenue*  
*PIN 8757.80 – Rehabilitation of Fishkill Avenue*

Dear Mr. Ruggiero:

The City of Beacon has recently reactivated the design phase for the above-referenced Federal-Aid projects, which were temporarily put on hold in 2009. As you may recall, at that time, the City elected to utilize CHIPS money to repave a portion of the roadway within the project area due to its deteriorated condition. As a result of the repaving project the State delayed the availability of STIP funding by 10-years. As we are nearing the end of the 10-year window it is the City's intent to update the project design and let this project in time for the 2019 construction season.

This letter shall serve as written request for an amendment to the above-referenced contract. This amendment is primarily required to update the project which requires the following out of scope item(s):

### **1. General**

As the design phase of this project will extend to the end of 2018, additional time will be required for meetings and continued sub-consultant coordination. We anticipate a maximum of five (5) meetings with the City of Beacon through the course of final design phase. Additionally, due to the age of the project, our Right-of-way (ROW) subconsultant will be required to refresh the project ROW documents such as title searches, appraisals and appraisal review prior to continuing with property closings per the NYSDOT ROW Group.

### **2. Data Collection and Analysis**

Per our meeting with NYSDOT Local Projects Unit on 7/26/17, the State recommends updating of traffic data throughout the project corridor, as well as amending the project Design Report, to ensure the proposed design is consistent with current and future demand. WSP will collect current traffic volumes for the corridor and perform turning movement counts at the intersections currently proposed to be signalized to verify signals are timed correctly as well as placed at the appropriate points of need.

### **3. Environmental**

WSP USA  
South Building  
555 Pleasantville Road  
Briarcliff Manor, NY 10510

Tel.: +1 914 747-1120  
Fax: +1 914 747-1956  
wsp.com



NYSDOT stated that a NEPA re-evaluation statement and checklist would have to be completed as part of the Environmental Review Process for which we have included additional time in our supplemental agreement.

#### **4. Right-of-Way (ROW)**

As stated previously in section 1, our ROW subconsultant will be required to refresh the project ROW documents such as title searches, appraisals and appraisal review prior to continuing with property closings per the NYSDOT ROW Group. This includes:

- Approximately 44 parcels will require refreshed title searches
- Approximately 38 parcels require updated appraisals or appraisal reviews

These ROW costs are shown as a direct non-salary cost going to our subconsultant Beckman Appraisals to continue with the ROW incidental and acquisition process.

#### **5. Detailed Design**

Due to the length of time that has passed since the design plans were last revised, effort will be required to update the plans, specifications, estimate, and perform quality reviews to bring the contract design documents up to current NYSDOT design standards.

Attached you will find a Draft Supplemental 3 Basic Agreement, Task List, and Hours & Rates Breakdown for both PIN 8757.30 & PIN 8757.80.

We are prepared to meet with you at your convenience to discuss these items further. Please feel free to contact me at 914-747-1120.

Kind regards,

A handwritten signature in black ink, appearing to read 'DB' followed by a long horizontal stroke.

Daniel Briar, P.E.  
Project Manager

Encl.  
cc: David Weiss - WSP

## Supplemental Architectural/ Engineering Consultant Agreement

NYSDOT PIN 8757.30      Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

### **The City of Beacon**

having its principal office at 1 Municipal Plaza, Beacon NY (the "**Municipality**")

and

**WSP** with its office at 555 Pleasantville Road, Briarcliff Manor, NY (the "**Consultant**")

### **WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **PIN 8757.30 Fishkill Avenue: City Line to Main Street** (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Anthony Ruggiero**, City Administrator, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT**

This agreement consists of the following:

Agreement Form - this document titled  
"Supplemental Architectural/Engineering  
Consultant Agreement";

Attachment "A" - Project Description and  
Funding;

Attachment "B" - Task List;

Attachment "C" - as applicable, Staffing  
Rates, Hours, Reimbursables and Fee.

### **ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.**

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA

prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

### **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of <b>\$105,395.47</b>	The CONSULTANT shall be paid in Monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the municipality's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed <b>\$16,929.52</b>	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	



#### **ARTICLE 4. INSPECTION**

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

#### **ARTICLE 5. AUDITS**

5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

#### **ARTICLE 6. FINAL PAYMENT**

6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

#### **ARTICLE 7. EXTRA WORK**

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized,

shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

#### **ARTICLE 8. CONSULTING LIABILITY**

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

## **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

## **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

## **ARTICLE 12. DAMAGES AND DELAYS**

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

## **ARTICLE 13. TERMINATION**

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

## **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the

Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

#### **ARTICLE 19. PROPRIETARY RIGHTS**

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT.

However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

#### **ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS**

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

#### **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

#### **ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5<sup>®</sup>**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.



**ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS** *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

**ARTICLE 27. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

**ARTICLE 29. SERVICE OF PROCESS**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Municipality's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

**ARTICLE 30. MISCELLANEOUS**

**30.1 *Executory Contract.*** This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Municipality beyond the monies legally available for the purposes hereof.

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

Reference: Municipality Contract # \_\_\_\_\_

Municipality	Consultant
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ACKNOWLEDGMENT OF THE CITY OF BEACON**

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me, the subscriber, personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say; that he/she resides in \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**ACKNOWLEDGMENT OF THE CONSULTANT**

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came Mosè Buonocore to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**Attachment A**  
**Supplemental Architectural/ Engineering Consultant Agreement**  
**Project Description and Funding**

PIN: 8757.30

*Term of Agreement*

*Ends:* \_\_\_\_\_

BIN: N/A

☐

Main Agreement

☐

Amendment to Agreement  
[add identifying #]

☒

Supplement to Agreement

***Phase of Project Consultant to work on:***

☒

P.E./Design

☐

ROW  
Incidentals

☒

ROW  
Acquisition

☐

Construction,  
C/I, & C/S

Dates or term of Consultant Performance:

Start Date: December 2017

Finish Date: December 2019

***PROJECT DESCRIPTION:***

**PIN 8757.30 Fishkill Avenue: City Line to Main Street**

Project Location:

Fishkill Avenue: City Line to Main Street

Consultant Work Type(s): See Attachment B for more detailed Task List.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

**\$122,324.99**

## Attachment B

### Task List

## Section 1 - General

### 1.06 Meetings

The **Consultant** will prepare for and attend all progress meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- present, discuss, and receive direction on project specifics.
- discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- preview visual aids for public meetings.
- manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

### ~~1.07 Cost and Progress Reporting~~

~~For the duration of this agreement, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the "Locally Administered Federal Aid Procedures Manual"). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Municipality**, this task will not be performed during the suspension period.)~~

### ~~1.08 Policy and Procedures~~

~~The design of this project will be progressed in accordance with the current version of the "Locally Administered Federal Aid Procedures Manual," including the latest updates.~~

### ~~1.09 Specifications~~

~~The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.~~

### 1.10 Subconsultants

The **Consultant** will be responsible for:

- coordinating and scheduling work, including work to be performed by subconsultants.
- technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

#### **1.11 Subcontractors**

~~Procurement of subcontractors must be in accordance with the requirements set forth in the "Locally Administered Federal Aid Procedures Manual."~~



## Section 2 - Data Collection & Analysis

### 2.01 — ~~Design Survey~~

#### A. — ~~Ground Survey~~

The ~~Consultant~~ will provide terrain data required for design by means of a topographic field survey.

#### B. — ~~Stream Surveys~~

The ~~Consultant~~ will perform field survey necessary to provide stream cross-sections for the hydraulic analysis of the Wallkill River.

The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

#### C. — ~~Survey of Wetland Boundaries~~

The ~~Consultant~~ will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

#### D. — ~~Supplemental Survey~~

The ~~Consultant~~ will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

#### E. — ~~Standards~~

Survey will be done in accordance with the standards set forth in ~~the Locally Administered Federal Aid Procedures Manual~~ and in accordance with local standards described in Section 10 of this Task List.

### 2.02 — ~~Design Mapping~~

The ~~Consultant~~ will provide the following design mapping:

- ~~1:2500 scale mapping (large-scale projects only).~~
- ~~1:250 scale mapping with 0.5 meter contour intervals.~~

The ~~Consultant~~ will provide supplemental mapping when needed for design purposes and to keep the mapping current.

### 2.03 — ~~Determination of Existing Conditions~~

The ~~Consultant~~ will determine, obtain or provide all information needed to accurately

~~describe in pertinent project documents the existing conditions within and adjacent to the project limits.~~

## **2.04 Accident Data and Analysis**

The **Municipality** will provide accident records for the last three years that records are available for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

## **2.05 Traffic Counts**

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *Locally Administered Federal Aid Procedures Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

## **2.06 Capacity Analysis**

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limits to determine:

- existing level of service;
- design year level of service; and
- estimates of the duration of the poor level of service where it occurs during commuter travel periods

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- existing traffic conditions; and
- design year traffic for the null alternative

## **~~2.07 Future Plans for Roadway and Coordination with Other Projects~~**

~~The **Municipality** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.~~

~~The **Municipality** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby~~

highway widening would influence this project's design traffic volumes). The **Municipality** will provide all necessary information pertaining to the other projects or developments.

## **2.08 — Soil Investigations**

The **Consultant** will determine borings locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

## **2.09 — Hydraulic Analysis**

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the "Locally Administered Federal Aid Procedures Manual."

## **2.10 — Bridges to be Rehabilitated**

### **A. — Inspection**

The **Consultant** will perform a field inspection of each bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level I load rating. The intent is to supplement the inspection done as part of the NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO Manual for Condition Evaluation of Bridges.

### **B. — Bridge Deck Evaluation**

For bridges in which the deck will be rehabilitated, the **Consultant** will perform a bridge deck evaluation in accordance with "Locally Administered Federal Aid Procedures Manual".

### **C. — Load Rating of Existing Bridge**

The **Consultant** will perform a Level 1 load rating of each existing bridge in accordance with the NYSDOT's Uniform Code of Bridge Inspection. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Municipality** and Regional Local Projects Liaison for filing.

### **D. — Fatigue Evaluation**

The **Consultant** will analyze, in accordance with the current AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e. g., severe corrosion, mechanical damage,

repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Municipality** for guidance and input. The **Consultant** will then conduct the evaluation accordingly.

For situations where the calculated remaining safe life is less than the planned remaining service life, the **Consultant** will develop various conceptual strategies to improve fatigue performance and/or safely manage the risk. The **Consultant** will prepare and submit to the **Municipality** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations. The **Municipality** will determine the strategy to be adopted.

For situations where the calculated remaining safe life is equal to or greater than the planned remaining service life, the **Consultant** will prepare and submit to the **Municipality** a technical memorandum documenting the results of the fatigue evaluation.

## **2.11 — Pavement Evaluation**

The **Consultant** will perform a pavement evaluation in accordance with the "Locally Administered Federal Aid Procedures Manual." Analyses will consider thickness design.

The **Consultant** will develop and transmit 3 copies of a draft report along with the cores to the **Municipality** for review.

The **Municipality** will determine recommended pavement treatments as part of this review, and will provide the **Consultant** with all comments including the recommended treatments.

The **Consultant** will revise the report to incorporate review comments (assumed minor) and to add the recommended treatment(s) to the "Recommendations" section. The **Consultant** will include a summary in the DAD and retain the report in the project files.

## Section 3 – Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with “*Locally Administered Federal-Aid Procedures Manual*.”

The **Municipality** will approve the selected project design criteria, and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

### 3.02 Development of Alternatives

#### A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Municipality’s** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views that show:

- on plan: proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits;
- on profile: theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points;
- on typical section: lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes;
- where necessary: important existing features; and
- where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Municipality** to discuss the concepts, using the sketches as discussion aids to describe the relative order of magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Municipality** will select one, or in some cases more, design alternative(s) for further development.

## **B. Detailed Evaluations of Alternative(s)**

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the “Locally Administered Federal Aid Procedures Manual.”
- environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- pavement.
- structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- drainage.
- maintenance responsibility.
- maintenance and protection of traffic during construction.
- soil and foundation considerations.
- utilities.
- railroads.
- right-of-way acquisition requirements.
- conceptual landscaping (performed by a Registered Landscape Architect).
- accessibility for pedestrians, bicyclists and the disabled.
- lighting.
- construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:250 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- profiles, at a scale of 1:250 horizontal and 1:50 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superlevation data.
- typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.



### **3.03—Cost Estimates**

~~The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.~~

~~The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.~~

### **3.04—Preparation of Draft Design Approval Document**

~~For this project the Design Approval Document (DAD) will be a **(Design Report)** **(Design Report / Environmental Assessment)** **(Design Report / Environmental Impact Statement)**.~~

~~The **Municipality** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.~~

~~The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the *Locally Administered Federal Aid Procedures Manual*.~~

~~The **Consultant** will submit 2 copies of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.~~

~~For NEPA Class I and III projects only:~~

~~The **Municipality** will submit 3 copies to the NYSDOT for preliminary NYSDOT and/or FHWA review.~~

~~The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Municipality** will sign the cover sheet and submit 3 copies of the revised report to the NYSDOT for signature by the FHWA.~~

### **3.05—Advisory Agency Review**

~~The **Consultant** will provide the **Municipality** with 3 copies of the signed Draft DAD for distribution to advisory agencies.~~

~~The **Municipality** will distribute the Draft DAD to the advisory agencies.~~

~~The **Consultant** will assist the **Municipality** in evaluating and preparing individual responses to the review comments received.~~

### **3.06—Public Information Meetings/Public Hearings**

~~A.——Public Information Meeting(s)~~

~~The **Consultant** will assist the **Municipality** at 1 public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.~~

~~The **Municipality** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Municipality** with appropriate notification.~~

#### ~~B. Public Hearing(s)~~

~~The **Municipality** will arrange for the date, time, and location of the public hearing, and the **Consultant** will provide stenographic services.~~

~~The **Consultant** will assist the **Municipality** with appropriate notification, and will produce, modify as necessary, and provide \_\_\_\_\_ copies of an informational brochure for distribution.~~

~~The **Consultant** will provide an outline for the public hearing presentation, and will provide visual aids and displays specifically for use at the public hearing.~~

~~All products prepared by the Consultant will be provided to the **Municipality** for review, discussion, and modification as necessary in advance of the public hearing.~~

~~The **Consultant** will attend the public hearing, which will be conducted by the **Municipality**. The **Consultant** will present the technical discussion of the design alternatives. The **Consultant** will assist the **Municipality** with erecting, managing, and dismantling informational displays and other visual aids.~~

~~The **Consultant** will assist the **Municipality** in analyzing the public hearing transcript and written statements.~~

### ~~3.07 Preparation of Final Design Approval Document~~

~~The **Municipality** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.~~

~~The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *Locally Administered Federal Aid Procedures Manual*, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.~~

~~The **Consultant** will submit 3 copies of the Final DAD to the **Municipality** for review. The **Municipality** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.~~

~~The **Municipality** will submit 2 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.~~

~~The **Municipality** will grant or obtain, from or through the NYSDOT, Design Approval.~~

## Section 4 - Environmental

### 4.01 — NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Municipality** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

### 4.02 — SEQRA Classification

The **Consultant** will assist the **Municipality** in complying with SEQRA (6 NYCRR Part 617). The **Municipality** is the Lead Agency. Consultant tasks include, but are not limited to:

- drafting letters to involved agencies to determine the lead agency.
- drafting Environmental Assessment Form(s).
- drafting a negative declaration.
- drafting a positive declaration.
- drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

### 4.03 — Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources (summarize Town effort)
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Visual Impacts

• ~~Critical Environmental Areas~~

~~Work will be performed, as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual," to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.~~

#### ~~4.04 Detailed Studies and Analyses~~

~~Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant's** determination.~~

~~Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual." Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.~~

~~Detailed study or analysis will be done for:~~

- ~~A. General Ecology and Endangered Species~~
- ~~B. Ground Water~~
- ~~C. Surface Water~~
- ~~D. State Wetlands~~
- ~~E. Federal Wetlands~~
- ~~F. Floodplains~~
- ~~G. Coastal Zone Management~~
- ~~H. Historic Resources~~
- ~~I. Parks – Section 4(f) and Section 6(f) Evaluations~~
- ~~J. Hazardous Waste~~
- ~~K. Asbestos~~
- ~~L. Noise~~
- ~~M. Air Quality~~
- ~~N. Energy~~
- ~~O. Farmlands~~
- ~~P. Visual Impacts~~

#### ~~4.05 Permits and Approvals~~

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

#### **~~4.06 Environmental Hearing~~**

~~The **Consultant** will provide exhibits to supplement reports for courtroom purposes.~~

~~Before the hearing, the **Consultant** will meet with the **Municipality** to review the permit or certification application.~~

~~The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Municipality** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.~~



## Section 5 - Right-of-Way

### 5.01 Abstract Request Map and/or Title Search

The **Consultant** will complete title searches (abstracts of title) for properties to be acquired by the **Municipality**.

### ~~5.02 Right-of-Way Survey~~

~~The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.~~

### ~~5.03 Right-of-Way Mapping~~

~~The **Consultant** will meet with the **Municipality** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.~~

~~The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Municipality**.~~

~~All right-of-way mapping will show both English and Metric dimensions.~~

~~The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.~~

### ~~5.04 Right-of-Way Plan~~

~~The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the "Locally Administered Federal Aid Procedures Manual."~~

### ~~5.05 Right-of-Way Cost Estimates~~

~~The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Municipality** on all alternatives being considered and will provide updated estimates, as necessary.~~

### ~~5.06 Public Hearings/Meetings~~

~~The **Consultant** will assist the **Municipality** in conducting any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06.~~

### 5.07 Property Appraisals

The **Consultant** will prepare property appraisals, including estimating the damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

### 5.08 Appraisal Review

The **Municipality** will review appraisals prior to offers being made to the property owners.

#### **5.09 Negotiations and Acquisition of Property**

Property offers must not be made until authorization is granted to the **Municipality** by the NYSDOT.

The **Municipality** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Municipality** in order to obtain the property.

#### **5.10 Relocation Assistance**

~~The **Consultant** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property.~~

#### **5.11 Property Management**

~~The **Consultant County** will:~~

- ~~• prepare an inventory of all improvements acquired.~~
- ~~• prepare and deliver all required rental notices, rental permits and rental information.~~
- ~~• collect rentals and payments for salvaged items.~~
- ~~• maintain improvements in safe and secure manner.~~
- ~~• oversee the removal of improvements by owners or third party purchasers.~~
- ~~• demolish improvements when available prior to project construction.~~
- ~~• dispose of excess right-of-way.~~

## Section 6 - Detailed Design

### 6.01 ~~Preliminary Bridge Plans~~

#### A. ~~New and Replacement Bridges~~

The **Consultant** will prepare and submit to the **Municipality** a Preliminary Bridge Plan in accordance with the "Locally Administered Federal Aid Procedures Manual."

For each bridge, the **Consultant** will prepare and submit to the **Municipality** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the "Locally Administered Federal Aid Procedures Manual."

#### B. ~~Bridge Rehabilitations~~

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Municipality** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- ~~▪ show basic concepts and major details (including all existing and proposed utilities).~~
- ~~▪ acquaint affected parties with the project and project components.~~
- ~~▪ serve as an instrument for initial approval.~~
- ~~▪ provide a basis for the development of final plans.~~

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

#### C. ~~Selected Structural Treatment~~

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Municipality** review comments.

The **Municipality** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 20 m intervals.

Advance Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Municipality** for approval. Upon approval, the **Municipality** will submit 3 copies of the contract documents to the NYSDOT as described in the "Locally Administered Federal Aid Procedures Manual."

### 6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

### 6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Municipality** in preparing any necessary agreements with utility companies.

### ~~6.06 Railroads~~

~~The **Consultant** will coordinate with affected railroads and will assist the **Municipality** in preparing all necessary Railroad Agreements.~~

### ~~6.07 Bridge Inventory and Load Rating Forms~~

~~The **Consultant** will complete and provide the **Municipality** and the NYSDOT with:~~

- ~~▪ Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.~~
- ~~▪ Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New,~~

Replacement and Reconstructed or Rehabilitated Bridges".

**6.08 Information Transmittal**

Upon completion of the contract documents, the **Consultant** will transmit to the **Municipality** all project information, including electronic files. The electronic information requested by the **Municipality**.

## **Section 10 - Estimating & Technical Assumptions**

### **10.01 Estimating / Technical Assumptions**

The following assumptions have been made for estimating purposes:

- Section 2      Estimate Manual Traffic Counts will be needed at 2 intersections  
                    Estimate capacity analyses will be required at 2 intersections  
                    Estimate signal warrant analysis will be required at 2 intersections
- Section 5      Estimate 32 properties will require title searches  
                    Estimate 6 appraisals require updating.  
                    Estimate 24 appraisals require review.  
                    Assume negotiations will not be performed by the City
- Section 6      Estimate 1 cost estimate(s) plus updates will be required.  
                    Estimate 4 utility companies and 0 railroad agencies will be affected.



## Attachment C

### Staffing Rates, Hours, Reimbursibles and Fee



November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit A, Page 1  
Salary Schedule

**WSP - SELLS**

	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES		OVERTIME
		PRESENT	PROJECTED	
JOB TITLE	GRADE	Oct-17	Oct-18	CATEGORY
Principal-in-Charge	IX (A)	\$76.00	\$78.28	A
Project Manager	VIII (A)	\$76.00	\$78.28	A
Project Engineer	V (A)	\$69.68	\$71.77	B
Design Engineer II	III (A)	\$52.33	\$53.90	B
Designer I	II/I (A)	\$41.73	\$42.98	B
CAD Detailer	III (N)	\$39.67	\$40.86	C
CAD Drafter	II (N)	\$28.66	\$29.52	C
Party Chief (Field)	IV (N)	\$35.46	\$36.52	C
Instrument Person (Field)	II (N)	\$30.62	\$31.54	C

OVERTIME POLICY

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Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.



Exhibit A, Page 2  
Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Project Engineer	Design Engineer II	Designer I	CAD Detailer	CAD Operator	Project Surveyor	Stereo-Compiler	Crew Chief	Instrument Person	
SECTION 1 General	1.05 Project Familiarization	4	20	20	20								
	1.06 Meetings												
	1.07 Cost and Progress Reporting												
	1.10 Subconsultant Coordination			40									
	1.11 Subcontractors												
	Subtotal, Section 1	4	20	60	20	0	0	0	0	0	0	0	
SECTION 2 Data Collection and Analysis	2.01 Design Survey			10	16	32	16						
	2.02 Design Mapping												
	2.03 Determination of Exist. Conditions												
	2.04 Accident Data and Analysis												
	2.05 Traffic Counts												
	2.06 Capacity Analysis/Modeling												
	2.07 Future Plans												
	2.08 Soil Investigations												
	2.09 Hydraulic Analysis												
	2.10 Bridges to be Rehabilitated												
	2.11 Pavement Evaluation												
	Subtotal, Section 2	0	6	30	56	72	0	16	0	0	0	0	
SECTION 3 Preliminary Design	3.01 Design Criteria												
	3.02 Development of Alternatives												
	3.03 Cost Estimates												
	3.04 Preparation of Draft DAD												
	3.05 Advisory Agency Review												
	3.06 Public Info. Meetings												
	3.07 Preparation of Final DAD												
	Subtotal, Section 3	0	0	0	0	0	0	0	0	0	0		
SECTION 4 Environmental	4.01 NEPA Classification				40		120						
	4.02 SEQRA Classification												
	4.03 Screenings and Prelim. Invest.												
	4.04 Detailed Studies and Analyses												
	4.05 Permits and Approvals												
	4.06 Environmental Hearing												
	Subtotal, Section 4	0	8	20	40	0	120	0	0	0	0	0	
SECTION 5 Right-of-Way	5.01 Abstract Request Map/Title Search												
	5.02 Right-of-Way Survey												
	5.03 Right-of-Way Mapping												
	5.04 Right-of-Way Plan												
	5.05 Right-of-Way Cost Estimates												
	5.06 Public Hearings/Meetings												
	5.07 Property Appraisals												
	5.08 Appraisal Review												
	5.09 Negotiations and Acquisition of Prop.												
	5.10 Relocation Assistance												
	5.11 Property Management												
	Subtotal, Section 5	0	0	0	0	0	0	0	0	0	0		
SECTION 6 Detailed Design	6.01 Preliminary Bridge Plans	0	4	8	20	40	120	240					
	6.02 Advance Detail Plans												
	6.03 Contract Documents			8	20	40							
	6.04 Cost Estimate			8	20	40							
	6.05 Utilities				20	40							
	6.06 Railroads												
	6.07 Bridge Inventory & Load Rating												
	6.08 Information Transmittal												
		Subtotal, Section 6	0	4	24	80	160	120	240	0	0	0	0
SECTION 7 Advertisement, Bid Opening, and Award	7.01 Advertisement												
	7.02 Bid Opening (Letting)												
	7.03 Award												
	Subtotal, Section 7	0	0	0	0	0	0	0	0	0	0	0	
SECTION 8 Construction Support	8.01 Construction Support												
	Subtotal, Section 8	0	0	0	0	0	0	0	0	0	0	0	
SECTION 9 Construction Inspection	9.01 Equipment												
	9.02 Inspection												
	9.03 Municipal Project Engineer												
	9.04 Ethics												
	9.05 Health and Safety Requirements												
	9.06 Staff Qualifications and Training												
	9.07 Scope/Performance Requirements												
		Subtotal, Section 9	0	0	0	0	0	0	0	0	0	0	
Total Hours		1100	4	38	134	196	232	240	256	0	0	0	0
Hourly Rates		\$78.28	\$78.28	\$71.77	\$53.90	\$42.98	\$40.86	\$29.52	\$0.00	\$0.00	\$36.52	\$31.54	
Technical Labor		\$313.12	\$2,974.64	\$9,617.23	\$10,564.38	\$9,971.80	\$9,806.42	\$7,557.07	\$0.00	\$0.00	\$0.00	\$0.00	
Total Technical Labor		\$50,804.67											



November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit B  
Direct Non-Salary Expense

**1. Travel**

	Trips to Site and/or P.C.	miles per		
Traffic Counts	2	90 miles/trip	180 @ \$0.505	
Meetings	4	90 miles/trip	360 @ \$0.505	
Total Mileage		540 @	\$0.505	272.70

TOTAL TRAVEL \$272.70

**2. ROW (Beckmann Appraisals)**

Appraisal Updates	\$ 8,000.00
Appraisal Update (reviews)	\$ 7,500.00
Title Certificates/Fees	\$ 6,800.00
Total ROW update cost	\$ 22,300.00

TOTAL ROW \$22,300.00

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**TOTAL DIRECT NON-SALARY COST (WSP & Beckmann Appraisals) \$22,572.70**



**November-17**  
**Supplemental Agreement No. 3**

**City of Beacon**  
**Fishkill Avenue & Teller Avenue**  
**PINS 8757.30 & 8757.80**

Exhibit C  
Summary

Item 1A, Direct Technical Salaries	50,804.67
Item II Direct Non-Salary Cost (Sells)	272.70
Item II Direct Non-Salary Cost (Beckmann)	22,300.00
Item III, Overhead (147%) (Latest approved NYSDOT CONR 385)	74,682.86
Item IV, Fixed Fee (12%)	15,058.50
Total Estimated Cost	163,118.73
<b>Maximum Amount Payable</b>	<b>\$163,100</b>

## Supplemental Architectural/ Engineering Consultant Agreement

NYSDOT PIN 8757.80      Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

### **The City of Beacon**

having its principal office at 1 Municipal Plaza, Beacon NY (the "**Municipality**")

and

**WSP** with its office at 555 Pleasantville Road, Briarcliff Manor, NY (the "**Consultant**")

### **WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **PIN 8757.80 Teller Avenue: Main Street to Wolcott Avenue** (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Anthony Ruggiero**, City Administrator, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT**

This agreement consists of the following:

Agreement Form - this document titled  
"Supplemental Architectural/Engineering  
Consultant Agreement";

Attachment "A" - Project Description and  
Funding;

Attachment "B" - Task List;

Attachment "C" - as applicable, Staffing  
Rates, Hours, Reimbursables and Fee.

### **ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.**

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA



prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

### **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of <b>\$35,131.83</b>	The CONSULTANT shall be paid in Monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the municipality's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed <b>\$5,643.18</b>	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	

#### **ARTICLE 4. INSPECTION**

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

#### **ARTICLE 5. AUDITS**

5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

#### **ARTICLE 6. FINAL PAYMENT**

6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

#### **ARTICLE 7. EXTRA WORK**

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized,

shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

#### **ARTICLE 8. CONSULTING LIABILITY**

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

#### **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

#### **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

#### **ARTICLE 12. DAMAGES AND DELAYS**

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

#### **ARTICLE 13. TERMINATION**

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the

Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

#### **ARTICLE 19. PROPRIETARY RIGHTS**

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT.

However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

#### **ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS**

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

#### **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

#### **ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



#### **ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5<sup>®</sup>**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

**ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS** *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

**ARTICLE 27. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

**ARTICLE 29. SERVICE OF PROCESS**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Municipality's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

**ARTICLE 30. MISCELLANEOUS**

**30.1 *Executory Contract.*** This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Municipality beyond the monies legally available for the purposes hereof.

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

Reference: Municipality Contract # \_\_\_\_\_

Municipality	Consultant
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ACKNOWLEDGMENT OF THE CITY OF BEACON**

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me, the subscriber, personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say; that he/she resides in \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**ACKNOWLEDGMENT OF THE CONSULTANT**

STATE OF NEW YORK  
ss:  
COUNTY OF WESTCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came Mosè Buonocore to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**Attachment A**  
**Supplemental Architectural/ Engineering Consultant Agreement**  
**Project Description and Funding**

PIN: 8757.80

*Term of Agreement*

*Ends:* \_\_\_\_\_

BIN: N/A

☐

Main Agreement

☐

Amendment to Agreement  
[add identifying #]

☒

Supplement to Agreement

***Phase of Project Consultant to work on:***

☒

P.E./Design

☐

ROW  
Incidentals

☒

ROW  
Acquisition

☐

Construction,  
C/I, & C/S

Dates or term of Consultant Performance:

Start Date: December 2017

Finish Date: December 2019

***PROJECT DESCRIPTION:***

**PIN 8757.80 Teller Avenue: Main Street to Wolcott Avenue**

Project Location:

Teller Avenue: Main Street to Wolcott Avenue

Consultant Work Type(s): See Attachment B for more detailed Task List.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

**\$40,775.01**

## Attachment B

### Task List

## Section 1 - General

### 1.06 Meetings

The **Consultant** will prepare for and attend all progress meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- present, discuss, and receive direction on project specifics.
- discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- preview visual aids for public meetings.
- manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

### ~~1.07 Cost and Progress Reporting~~

~~For the duration of this agreement, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the "Locally Administered Federal Aid Procedures Manual"). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Municipality**, this task will not be performed during the suspension period.)~~

### ~~1.08 Policy and Procedures~~

~~The design of this project will be progressed in accordance with the current version of the "Locally Administered Federal Aid Procedures Manual," including the latest updates.~~

### ~~1.09 Specifications~~

~~The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.~~

### 1.10 Subconsultants

The **Consultant** will be responsible for:

- coordinating and scheduling work, including work to be performed by subconsultants.
- technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

#### **1.11—Subcontractors**

~~Procurement of subcontractors must be in accordance with the requirements set forth in the "Locally Administered Federal Aid Procedures Manual."~~



## Section 2 - Data Collection & Analysis

### 2.01 ~~Design Survey~~

#### A. ~~Ground Survey~~

The ~~Consultant~~ will provide terrain data required for design by means of a topographic field survey.

#### B. ~~Stream Surveys~~

The ~~Consultant~~ will perform field survey necessary to provide stream cross-sections for the hydraulic analysis of the Wallkill River.

The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

#### C. ~~Survey of Wetland Boundaries~~

The ~~Consultant~~ will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

#### D. ~~Supplemental Survey~~

The ~~Consultant~~ will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

#### E. ~~Standards~~

Survey will be done in accordance with the standards set forth in ~~the Locally Administered Federal Aid Procedures Manual~~ and in accordance with local standards described in Section 10 of this Task List.

### 2.02 ~~Design Mapping~~

The ~~Consultant~~ will provide the following design mapping:

- ~~1:2500 scale mapping (large scale projects only).~~
- ~~1:250 scale mapping with 0.5 meter contour intervals.~~

The ~~Consultant~~ will provide supplemental mapping when needed for design purposes and to keep the mapping current.

### 2.03 ~~Determination of Existing Conditions~~

~~The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.~~

## **2.04 Accident Data and Analysis**

The **Municipality** will provide accident records for the last three years that records are available for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

## **2.05 Traffic Counts**

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *Locally Administered Federal Aid Procedures Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

## **2.06 Capacity Analysis**

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limits to determine:

- existing level of service;
- design year level of service; and
- estimates of the duration of the poor level of service where it occurs during commuter travel periods

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- existing traffic conditions; and
- design year traffic for the null alternative

## **2.07 ~~Future Plans for Roadway and Coordination with Other Projects~~**

~~The **Municipality** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.~~

The **Municipality** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes). The **Municipality** will provide all necessary information pertaining to the other projects or developments.

## **2.08 Soil Investigations**

The **Consultant** will determine borings locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

## **2.09 Hydraulic Analysis**

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the "Locally Administered Federal Aid Procedures Manual."

## **2.10 Bridges to be Rehabilitated**

### **A. Inspection**

The **Consultant** will perform a field inspection of each bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level I load rating. The intent is to supplement the inspection done as part of the NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO Manual for Condition Evaluation of Bridges.

### **B. Bridge Deck Evaluation**

For bridges in which the deck will be rehabilitated, the **Consultant** will perform a bridge deck evaluation in accordance with "Locally Administered Federal Aid Procedures Manual".

### **C. Load Rating of Existing Bridge**

The **Consultant** will perform a Level 1 load rating of each existing bridge in accordance with the NYSDOT's Uniform Code of Bridge Inspection. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Municipality** and Regional Local Projects Liaison for filing.

### **D. Fatigue Evaluation**

The **Consultant** will analyze, in accordance with the current AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e. g., severe corrosion, mechanical damage, repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Municipality** for guidance and input. The **Consultant** will then conduct the evaluation accordingly.

For situations where the calculated remaining safe life is less than the planned remaining service life, the **Consultant** will develop various conceptual strategies to improve fatigue performance and/or safely manage the risk. The **Consultant** will prepare and submit to the **Municipality** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations. The **Municipality** will determine the strategy to be adopted.

For situations where the calculated remaining safe life is equal to or greater than the planned remaining service life, the **Consultant** will prepare and submit to the **Municipality** a technical memorandum documenting the results of the fatigue evaluation.

## 2.11—Pavement Evaluation

The **Consultant** will perform a pavement evaluation in accordance with the "Locally Administered Federal Aid Procedures Manual." Analyses will consider thickness design.

The **Consultant** will develop and transmit 3 copies of a draft report along with the cores to the **Municipality** for review.

The **Municipality** will determine recommended pavement treatments as part of this review, and will provide the **Consultant** with all comments including the recommended treatments.

The **Consultant** will revise the report to incorporate review comments (assumed minor) and to add the recommended treatment(s) to the "Recommendations" section. The **Consultant** will include a summary in the DAD and retain the report in the project files.

## Section 3 – Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with “*Locally Administered Federal-Aid Procedures Manual*.”

The **Municipality** will approve the selected project design criteria, and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

### 3.02 Development of Alternatives

#### A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Municipality’s** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views that show:

- on plan: proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits;
- on profile: theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points;
- on typical section: lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes;
- where necessary: important existing features; and
- where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Municipality** to discuss the concepts, using the sketches as discussion aids to describe the relative order of magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Municipality** will select one, or in some cases more, design alternative(s) for further development.

## **B. Detailed Evaluations of Alternative(s)**

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the "Locally Administered Federal Aid Procedures Manual."
- environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- pavement.
- structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- drainage.
- maintenance responsibility.
- maintenance and protection of traffic during construction.
- soil and foundation considerations.
- utilities.
- railroads.
- right-of-way acquisition requirements.
- conceptual landscaping (performed by a Registered Landscape Architect).
- accessibility for pedestrians, bicyclists and the disabled.
- lighting.
- construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:250 plans showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- profiles, at a scale of 1:250 horizontal and 1:50 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

### **3.03 — Cost Estimates**

~~The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.~~

~~The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.~~

### **3.04 — Preparation of Draft Design Approval Document**

~~For this project the Design Approval Document (DAD) will be a **(Design Report)** **(Design Report / Environmental Assessment)** **(Design Report / Environmental Impact Statement)**.~~

~~The **Municipality** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.~~

~~The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the *Locally Administered Federal Aid Procedures Manual*.~~

~~The **Consultant** will submit 2 copies of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.~~

~~For NEPA Class I and III projects only:~~

~~The **Municipality** will submit 3 copies to the NYSDOT for preliminary NYSDOT and/or FHWA review.~~

~~The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Municipality** will sign the cover sheet and submit 3 copies of the revised report to the NYSDOT for signature by the FHWA.~~

### **3.05 — Advisory Agency Review**

~~The **Consultant** will provide the **Municipality** with 3 copies of the signed Draft DAD for distribution to advisory agencies.~~

~~The **Municipality** will distribute the Draft DAD to the advisory agencies.~~

~~The **Consultant** will assist the **Municipality** in evaluating and preparing individual responses to the review comments received.~~

### **3.06 — Public Information Meetings/Public Hearings**

~~A. — Public Information Meeting(s)~~

~~The **Consultant** will assist the **Municipality** at 1 public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.~~



~~The **Municipality** will arrange for the location of public information meeting(s).  
The **Consultant** will assist the **Municipality** with appropriate notification.~~

~~B. — Public Hearing(s)~~

~~The **Municipality** will arrange for the date, time, and location of the public hearing, and the **Consultant** will provide stenographic services.~~

~~The **Consultant** will assist the **Municipality** with appropriate notification, and will produce, modify as necessary, and provide \_\_\_\_\_ copies of an informational brochure for distribution.~~

~~The **Consultant** will provide an outline for the public hearing presentation, and will provide visual aids and displays specifically for use at the public hearing.~~

~~All products prepared by the Consultant will be provided to the **Municipality** for review, discussion, and modification as necessary in advance of the public hearing.~~

~~The **Consultant** will attend the public hearing, which will be conducted by the **Municipality**. The **Consultant** will present the technical discussion of the design alternatives. The **Consultant** will assist the **Municipality** with erecting, managing, and dismantling informational displays and other visual aids.~~

~~The **Consultant** will assist the **Municipality** in analyzing the public hearing transcript and written statements.~~

~~3.07 — Preparation of Final Design Approval Document~~

~~The **Municipality** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.~~

~~The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *Locally Administered Federal Aid Procedures Manual*, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.~~

~~The **Consultant** will submit 3 copies of the Final DAD to the **Municipality** for review. The **Municipality** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.~~

~~The **Municipality** will submit 2 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.~~

~~The **Municipality** will grant or obtain, from or through the NYSDOT, Design Approval.~~

## Section 4 - Environmental

### 4.01—NEPA Classification

~~The **Consultant** will verify the anticipated NEPA Classification.~~

~~If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Municipality** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.~~

~~The Lead Agency for NEPA is the Federal Highway Administration (FHWA).~~

### 4.02—SEQRA Classification

~~The **Consultant** will assist the **Municipality** in complying with SEQRA (6 NYCRR Part 617). The **Municipality** is the Lead Agency. Consultant tasks include, but are not limited to:~~

- ~~• drafting letters to involved agencies to determine the lead agency.~~
- ~~• drafting Environmental Assessment Form(s).~~
- ~~• drafting a negative declaration.~~
- ~~• drafting a positive declaration.~~
- ~~• drafting notices.~~

~~The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.~~

### 4.03—Screenings and Preliminary Investigations

~~The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:~~

- ~~• General Ecology and Endangered Species~~
- ~~• Ground Water~~
- ~~• Surface Water~~
- ~~• State Wetlands~~
- ~~• Federal Jurisdictional Wetlands~~
- ~~• Floodplains~~
- ~~• Coastal Zone Management~~
- ~~• Navigable Waterways~~
- ~~• Historic Resources (summarize Town effort)~~
- ~~• Parks~~
- ~~• Hazardous Waste~~
- ~~• Asbestos~~
- ~~• Noise~~
- ~~• Air Quality~~
- ~~• Energy~~
- ~~• Farmlands~~
- ~~• Visual Impacts~~

• ~~Critical Environmental Areas~~

~~Work will be performed, as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual," to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.~~

#### ~~4.04 Detailed Studies and Analyses~~

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~~Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant's** determination.~~

~~Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual." Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.~~

~~Detailed study or analysis will be done for:~~

- ~~A. General Ecology and Endangered Species~~
- ~~B. Ground Water~~
- ~~C. Surface Water~~
- ~~D. State Wetlands~~
- ~~E. Federal Wetlands~~
- ~~F. Floodplains~~
- ~~G. Coastal Zone Management~~
- ~~H. Historic Resources~~
- ~~I. Parks -- Section 4(f) and Section 6(f) Evaluations~~
- ~~J. Hazardous Waste~~
- ~~K. Asbestos~~
- ~~L. Noise~~
- ~~M. Air Quality~~
- ~~N. Energy~~
- ~~O. Farmlands~~
- ~~P. Visual Impacts~~

#### 4.05 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

#### ~~4.06 Environmental Hearing~~

~~The **Consultant** will provide exhibits to supplement reports for courtroom purposes.~~

~~Before the hearing, the **Consultant** will meet with the **Municipality** to review the permit or certification application.~~

~~The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Municipality** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.~~

## Section 5 - Right-of-Way

### 5.01 Abstract Request Map and/or Title Search

The **Consultant** will complete title searches (abstracts of title) for properties to be acquired by the **Municipality**.

### ~~5.02 Right-of-Way Survey~~

~~The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.~~

### ~~5.03 Right-of-Way Mapping~~

~~The **Consultant** will meet with the **Municipality** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.~~

~~The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Municipality**.~~

~~All right-of-way mapping will show both English and Metric dimensions.~~

~~The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.~~

### ~~5.04 Right-of-Way Plan~~

~~The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the "Locally Administered Federal Aid Procedures Manual."~~

### ~~5.05 Right-of-Way Cost Estimates~~

~~The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Municipality** on all alternatives being considered and will provide updated estimates, as necessary.~~

### ~~5.06 Public Hearings/Meetings~~

~~The **Consultant** will assist the **Municipality** in conducting any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06.~~

### 5.07 Property Appraisals

The **Consultant** will prepare property appraisals, including estimating the damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

### 5.08 Appraisal Review

The **Municipality** will review appraisals prior to offers being made to the property owners.

#### **5.09 Negotiations and Acquisition of Property**

Property offers must not be made until authorization is granted to the **Municipality** by the NYSDOT.

The **Municipality** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Municipality** in order to obtain the property.

#### **5.10 Relocation Assistance**

~~The **Consultant** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property.~~

#### **5.11 Property Management**

~~The **Consultant County** will:~~

- ~~• prepare an inventory of all improvements acquired.~~
- ~~• prepare and deliver all required rental notices, rental permits and rental information.~~
- ~~• collect rentals and payments for salvaged items.~~
- ~~• maintain improvements in safe and secure manner.~~
- ~~• oversee the removal of improvements by owners or third party purchasers.~~
- ~~• demolish improvements when available prior to project construction.~~
- ~~• dispose of excess right-of-way.~~



## Section 6 - Detailed Design

### 6.01 ~~Preliminary Bridge Plans~~

#### A. ~~New and Replacement Bridges~~

The **Consultant** will prepare and submit to the **Municipality** a Preliminary Bridge Plan in accordance with the "Locally Administered Federal Aid Procedures Manual."

For each bridge, the **Consultant** will prepare and submit to the **Municipality** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the "Locally Administered Federal Aid Procedures Manual."

#### B. ~~Bridge Rehabilitations~~

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Municipality** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- ~~show basic concepts and major details (including all existing and proposed utilities).~~
- ~~acquaint affected parties with the project and project components.~~
- ~~serve as an instrument for initial approval.~~
- ~~provide a basis for the development of final plans.~~

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

#### C. ~~Selected Structural Treatment~~

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Municipality** review comments.

The **Municipality** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 20 m intervals.

Advance Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Municipality** for approval. Upon approval, the **Municipality** will submit 3 copies of the contract documents to the NYSDOT as described in the "Locally Administered Federal Aid Procedures Manual."

### 6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

### 6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Municipality** in preparing any necessary agreements with utility companies.

### ~~6.06 Railroads~~

~~The **Consultant** will coordinate with affected railroads and will assist the **Municipality** in preparing all necessary Railroad Agreements.~~

### ~~6.07 Bridge Inventory and Load Rating Forms~~

~~The **Consultant** will complete and provide the **Municipality** and the NYSDOT with:~~

- ~~▪ Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.~~
- ~~▪ Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New,~~

Replacement and Reconstructed or Rehabilitated Bridges".

#### **6.08 Information Transmittal**

Upon completion of the contract documents, the **Consultant** will transmit to the **Municipality** all project information, including electronic files. The electronic information will be in the format requested by the **Municipality**.

## **Section 10 - Estimating & Technical Assumptions**

### **10.01 Estimating / Technical Assumptions**

The following assumptions have been made for estimating purposes:

Section 5      Estimate 12 properties will require title searches

                    Estimate 2 appraisals require updating.

                    Estimate 6 appraisals require review.

                    Assume negotiations will not be performed by the City

Section 6      Estimate 1 cost estimate(s) plus updates will be required.

                    Estimate 4 utility companies and 0 railroad agencies will be affected.

## Attachment C

### Staffing Rates, Hours, Reimbursibles and Fee



November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit A, Page 1  
Salary Schedule

**WSP - SELLS**

	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES		OVERTIME
		PRESENT	PROJECTED	
JOB TITLE	GRADE	Oct-17	Oct-18	CATEGORY
Principal-in-Charge	IX (A)	\$76.00	\$78.28	A
Project Manager	VIII (A)	\$76.00	\$78.28	A
Project Engineer	V (A)	\$69.68	\$71.77	B
Design Engineer II	III (A)	\$52.33	\$53.90	B
Designer I	II/I (A)	\$41.73	\$42.98	B
CAD Detailer	III (N)	\$39.67	\$40.86	C
CAD Drafter	II (N)	\$28.66	\$29.52	C
Party Chief (Field)	IV (N)	\$35.46	\$36.52	C
Instrument Person (Field)	II (N)	\$30.62	\$31.54	C

OVERTIME POLICY

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Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.



Exhibit A, Page 2  
Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Project Engineer	Design Engineer II	Designer I	CAD Detailer	CAD Operator	Project Surveyor	Stereo-Compiler	Crew Chief	Instrument Person				
SECTION 1 General	1.05 Project Familiarization	4	20	20	20											
	1.06 Meetings															
	1.07 Cost and Progress Reporting															
	1.10 Subconsultant Coordination			40												
	1.11 Subcontractors															
	Subtotal, Section 1	4	20	60	20	0	0	0	0	0	0	0				
SECTION 2 Data Collection and Analysis	2.01 Design Survey							16								
	2.02 Design Mapping															
	2.03 Determination of Exist. Conditions															
	2.04 Accident Data and Analysis												2	10	32	
	2.05 Traffic Counts												2	10	40	
	2.06 Capacity Analysis/Modeling												2	10	40	
	2.07 Future Plans															
	2.08 Soil Investigations															
	2.09 Hydraulic Analysis															
	2.10 Bridges to be Rehabilitated															
	2.11 Pavement Evaluation															
	Subtotal, Section 2	0	6	30	56	72	0	16	0	0	0	0				
SECTION 3 Preliminary Design	3.01 Design Criteria															
	3.02 Development of Alternatives															
	3.03 Cost Estimates															
	3.04 Preparation of Draft DAD															
	3.05 Advisory Agency Review															
	3.06 Public Info. Meetings															
	3.07 Preparation of Final DAD															
	Subtotal, Section 3	0	0	0	0	0	0	0	0	0	0	0				
SECTION 4 Environmental	4.01 NEPA Classification															
	4.02 SEQRA Classification															
	4.03 Screenings and Prelim. Invest.															
	4.04 Detailed Studies and Analyses												8	20	40	120
	4.05 Permits and Approvals															
	4.06 Environmental Hearing															
	Subtotal, Section 4	0	8	20	40	0	120	0	0	0	0	0				
SECTION 5 Right-of-Way	5.01 Abstract Request Map/Title Search															
	5.02 Right-of-Way Survey															
	5.03 Right-of-Way Mapping															
	5.04 Right-of-Way Plan															
	5.05 Right-of-Way Cost Estimates															
	5.06 Public Hearings/Meetings															
	5.07 Property Appraisals															
	5.08 Appraisal Review															
	5.09 Negotiations and Acquisition of Prop.															
	5.10 Relocation Assistance															
	5.11 Property Management															
	Subtotal, Section 5	0	0	0	0	0	0	0	0	0	0	0				
SECTION 6 Detailed Design	6.01 Preliminary Bridge Plans	0	4	8	20	40	120	240								
	6.02 Advance Detail Plans															
	6.03 Contract Documents			8	20	40										
	6.04 Cost Estimate			8	20	40										
	6.05 Utilities				20	40										
	6.06 Railroads															
	6.07 Bridge Inventory & Load Rating															
	6.08 Information Transmittal															
		Subtotal, Section 6	0	4	24	80	160	120	240	0	0	0	0			
SECTION 7 Advertisement, Bid Opening, and Award	7.01 Advertisement															
	7.02 Bid Opening (Letting)															
	7.03 Award															
	Subtotal, Section 7	0	0	0	0	0	0	0	0	0	0	0				
SECTION 8 Construction Support	8.01 Construction Support															
	Subtotal, Section 8	0	0	0	0	0	0	0	0	0	0	0				
SECTION 9 Construction Inspection	9.01 Equipment															
	9.02 Inspection															
	9.03 Municipal Project Engineer															
	9.04 Ethics															
	9.05 Health and Safety Requirements															
	9.06 Staff Qualifications and Training															
	9.07 Scope/Performance Requirements															
		Subtotal, Section 9	0	0	0	0	0	0	0	0	0	0	0			
Total Hours		1100	4	38	134	196	232	240	256	0	0	0	0			
Hourly Rates		\$78.28	\$78.28	\$71.77	\$53.90	\$42.98	\$40.86	\$29.52	\$0.00	\$0.00	\$36.52	\$31.54				
Technical Labor		\$313.12	\$2,974.64	\$9,617.23	\$10,564.38	\$9,971.80	\$9,806.42	\$7,557.07	\$0.00	\$0.00	\$0.00	\$0.00				
Total Technical Labor		\$50,804.67														





November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit B  
Direct Non-Salary Expense

**1. Travel**

	Trips to Site and/or P.C.	miles per		
Traffic Counts	2	90 miles/trip	180 @ \$0.505	
Meetings	4	90 miles/trip	360 @ \$0.505	
Total Mileage		540 @	\$0.505	272.70

TOTAL TRAVEL \$272.70

**2. ROW (Beckmann Appraisals)**

Appraisal Updates	\$ 8,000.00
Appraisal Update (reviews)	\$ 7,500.00
Title Certificates/Fees	\$ 6,800.00
Total ROW update cost	\$ 22,300.00

TOTAL ROW \$22,300.00

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**TOTAL DIRECT NON-SALARY COST (WSP & Beckmann Appraisals) \$22,572.70**



**November-17**  
**Supplemental Agreement No. 3**

**City of Beacon**  
**Fishkill Avenue & Teller Avenue**  
**PINS 8757.30 & 8757.80**

Exhibit C  
Summary

Item 1A, Direct Technical Salaries	50,804.67
Item II Direct Non-Salary Cost (Sells)	272.70
Item II Direct Non-Salary Cost (Beckmann)	22,300.00
Item III, Overhead (147%) (Latest approved NYSDOT CONR 385)	74,682.86
Item IV, Fixed Fee (12%)	15,058.50
Total Estimated Cost	163,118.73
<b>Maximum Amount Payable</b>	<b>\$163,100</b>

**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Resolution regarding announcement of appointments**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Reso announcement of appointment	Resolution

**CITY OF BEACON  
CITY COUNCIL**

Resolution No. \_\_\_\_\_ of 2018

**RESOLUTION REGARDING  
ANNOUNCEMENT OF APPOINTMENTS**

**WHEREAS**, under the City of Beacon City Charter, the Mayor has the absolute discretion to make certain appointments, which are subject to the consent of the City Council.

**NOW THEREFORE BE IT RESOLVED**, the City Council hereby sets as its policies and procedures regarding the announcement of appointments of department heads, the retention of new outside consultants for planning, engineering and legal and other personnel as the Council may decide, the following policy:

- 1) After a discussion of an appointment of a) a department head; b) new consultant for planning, engineering or city attorney; c) promotion to Police Lieutenant or Captain; and d) such other personnel as the Council may decide, during Executive Session, if the City Council is in concurrence to proceed with the appointment/promotion at its next regularly scheduled meeting, that after coming out of the Executive Session, the Mayor shall identify the name and position of the person being considered for appointment/promotion at the next Council meeting; and
- 2) After such name has been announced by the Mayor at the conclusion of the Executive Session in the public session, any Council member is free to discuss that said individual is being appointed/promoted, recognizing that certain matters discussed concerning the decision to hire the individual, including personnel files, may not be discussed in public and any Council member who wishes to discuss the particulars of a specific employee

shall first confirm the discussion of same is appropriate  
with the City Administrator.

Resolution No. _____ of 2018		Date: <u>2018</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
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							

**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Proposed Budget Amendments**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description

Bud Amend 04/02

Type

Cover Memo/Letter

Council Budget Amendments  
April 2, 2018 Meeting

1. Amend the 2018 Sewer Budget to cover the costs of emergency repairs on the South Sewer Interceptor lines due to tree root damage. Below is the proposed budget amendment:

**Transfer to:**

G -08-8130-447211-	PROJECTS	<u>\$ 133,329</u>
--------------------	----------	-------------------

**Transfer from:**

G -00-0000-090900-	FUND BALANCE	\$ 58,329
G -01-1990-400001-	CONTINGENCY FUND	<u>75,000</u>
		<u>\$ 133,329</u>

Respectfully submitted,  
Susan K. Tucker CPA

**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Upcoming Public Hearing on April 2 to receive public comment on a proposed local law to amend Chapter 134 and Chapter 223, Section 24.7 of the Code of the City of Beacon Historic Preservation.**

**Subject:**

**Background:**



**City of Beacon Workshop Agenda**  
**3/26/2018**

**Title:**

**Upcoming Public Hearing on April 2 to receive public comment on a proposed Local Law to create Section 223-26.4 of the Code of the City of Beacon concerning Short-Term Rentals**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
TD_Memo	Cover Memo/Letter
TD_Back-up	Cover Memo/Letter



## Memorandum

TO: City Administrator Anthony J. Ruggiero

FROM: Building Inspector Timothy P. Dexter

RE: Short Term Rental – Building Code Provisions

DATE: March 22, 2018

In order to properly administer the Building and Fire Code, we have to determine which one of the specific use groups outlined in the International Building Code is appropriate to apply. We do this based on the information available to us about how a building will be used and operated. In the case of short term rentals, which is a use group that is not defined in the Building or Fire Codes, we would need to rely on the existing definitions and descriptions provided in the Building Code.

Short term rentals by their very nature are transient occupancies which in the International Building Code are considered an R1 use group. Typical transient occupancies are boarding houses, hotels, and motels. We have to apply the appropriate regulations for the individual use group which will tell us when and where fire alarm systems, fire sprinkler systems, exit signage, emergency lighting, and other life safety provisions need to be provided.

Authors of the International Building and Fire Code recognize as people are less familiar with their surroundings as transient guests there is a need for a higher level of fire protection. Further, some years ago they recognized the need to address short term rentals which they did by including a use group and definition for “Bed & Breakfast” and “Lodging House”. Unfortunately, at that time the Code writers did not anticipate the “Airbnb” type uses we now see and therefore no specific use group exists in the Code to properly address such short term uses.

By definition, a Bed & Breakfast is defined in the 2017 New York State Code Supplement, (2.2 Page 24), as “an owner-occupied residence resulting from a conversion of a one-family dwelling, used for providing overnight accommodations and a morning meal to not more than 10 transient lodgers, and containing not more than five bedrooms for such lodgers.” Bed & Breakfast establishments must be owner-occupied and are further regulated by Section AJ 704) of the 2017 New York State Code Supplement setting forth fire safety provisions. In addition, the NYS Code Supplement recognizes owner-occupied Lodging Houses (J 101.2.1, Exception 3). The term lodging house is defined in the

International Building Code as a one-family dwelling where one or more occupants are primarily permanent in nature and rent is paid for guest rooms. While the International Code does not require owner Lodging houses to be owner occupied the NYS code supplement does. Owner-occupied Lodging Houses require a fire sprinkler system in accordance with Section P 2904 of the 2015 International Residential Code. In addition, a fire-safety notice shall be affixed to the occupied side of the entrance door of each sleeping unit or dwelling unit in a lodging houses. (R314.8). The State Code Division has advised us that the basic difference between a Bed & Breakfast occupancy and a Lodging House in New York State is that Bed & Breakfasts are conversions of existing single-family houses whereas Lodging Houses are the construction of a brand new occupancy of this nature.

The key for allowing a less stringent set of fire safety requirements is the owner-occupancy component of a one-family dwelling. Any other occupancy used for short term rentals that are not owner-occupied single family homes will be regulated as a Group R1 occupancy similar to a hotel or motel. Group R1 occupancies would require a full fire alarm system as opposed to simple smoke detectors (907.2.8) and a full NFPA automatic sprinkler system (903.2.8).

It should be noted that there are other more restrictive code requirements for R occupancies verses short term rentals categorized as a Lodging House or Bed & Breakfast. It is important to recognize the owner-occupancy requirement of single-family homes as the defining factor for less robust fire and life safety requirements. I have attached the relevant Code sections cited for your review.

upon the circumstances agreed upon at the preliminary meeting to determine the existence of any potential nonconformance with the provisions of this code. The building evaluation shall include, but not be limited to, structural, mechanical, plumbing and electrical systems. The evaluation shall be limited to those areas of the existing dwelling that are directly affected by the type of work under consideration. The building evaluation shall be certified by the design professional.

The evaluation shall utilize the following sources of information, as applicable:

1. Available documentation of the existing building.
  - 1.1. Field surveys.
  - 1.2. Tests (nondestructive and destructive).
  - 1.3. Laboratory analysis.

## **AJ2 DEFINITIONS**

### **SECTION AJ201 GENERAL**

**AJ201.1 General.** For purposes of this appendix, the terms used shall be defined as follows.

### **SECTION AJ202 GENERAL DEFINITIONS**

**ADDITION.** An extension or increase in floor area, number of stories, or height of a building or structure.

**ALTERATION.** Any construction or renovation to an existing structure other than repair or addition. Alterations are classified as Level 1 and Level 2.

**BED AND BREAKFAST DWELLING.** An owner-occupied residence resulting from a conversion of a one-family dwelling, used for providing overnight accommodations and a morning meal to not more than 10 transient lodgers, and containing not more than five bedrooms for such lodgers.

**CHANGE OF OCCUPANCY.** A change in the occupancy or use of a building, such as a change from a one-family dwelling to a two-family dwelling, or from an occupancy regulated by the 2015 IBC to a detached one-or two-family dwelling or multiple single-family dwellings (townhouses) regulated by this code.

**CONVERSION.** A change of occupancy or use of a building from a one-family dwelling to a bed and breakfast dwelling.

**DANGEROUS.** Any building or structure or any individual member with any of the structural conditions or defects described below shall be deemed dangerous:

1. The stress in a member or portion thereof due to all factored dead and live loads is more

an on-site electrical power system, or in buildings where existing interior wall or ceiling finishes are not removed to expose the structure. Carbon monoxide alarms shall not be required to be interconnected where battery operated alarms are permitted.

**AJ703.3 Automatic fire sprinkler system.** An automatic sprinkler system as required for new dwellings shall be provided.

## **SECTION AJ704 BED AND BREAKFAST DWELLINGS**

**AJ704.1 Scope.** Owner-occupied one-family dwellings converted for use as bed and breakfast dwellings as defined in Section J202 shall comply with this section.

**AJ704.2 Occupancy.** A residence converted to a bed and breakfast dwelling shall have no more than five sleeping rooms for accommodating up to 10 transient lodgers.

**AJ704.3 Special conditions.** A one-family dwelling is permitted to be converted for use as a bed and breakfast dwelling under the following conditions:

1. No sleeping rooms for transient use shall be located above the second story above grade plane.
2. A fire-safety notice shall be affixed to the occupied side of the entrance door of each bedroom for transient use indicating:
  - a. Means of egress;
  - b. Location of means for transmitting fire alarms, if any; and
  - c. Evacuation procedures to be followed in the event of a fire or smoke condition or upon activation of a fire or smoke-detecting or other alarm device.

**AJ704.4 Means of egress.** Means of egress shall include at least one of the following alternatives:

1. A limited area sprinkler system installed in conformance with NFPA 13D protecting all interior stairs serving as a means of egress;
2. An exterior stair conforming to the requirements of R311.7 of this code, providing a second means of egress from all above grade stories or levels; or
3. An opening for emergency use conforming to the requirements of Section R310 of this code within each bedroom for transient use, such opening to have a sill not more than 14 feet above level grade directly below and, as permanent equipment, a portable escape ladder that attaches securely to such sill. Such ladder shall be constructed with rigid rungs designed to stand off from the building wall, shall be capable of sustaining a minimum load of 1,000 pounds, and shall extend to and provide unobstructed egress to open space at grade.



and 2015 IEBC specifically apply to existing buildings.

2. Additions, alterations, renovations or repairs to any structure, system or equipment shall conform to that required for new construction without requiring the existing structure, system or equipment to comply with all of the requirements of the Uniform Code. Additions, alterations or repairs shall not cause an existing structure, system or equipment to become unsafe, unsanitary, hazardous or overloaded. Minor additions, alterations, renovations and repairs to existing structure, system or equipment shall meet the provisions for new construction, unless such work is done in the same manner and arrangement as was in the existing, is not hazardous, and is approved.
3. Construction trailers used as a temporary office for the purpose of monitoring construction at a construction site.
4. Structures such as radio and television transmission, communication and wind generation towers not attached to buildings.

**101.2.1 The Residential Code.** The provisions of the 2015 IRC shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of:

1. detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height,
2. one-family dwellings converted to owner occupied bed and breakfast dwellings with five or fewer guest rooms and their accessory structures not more than three stories above grade plane in height, and
3. plumbing, mechanical, and fuel gas systems and appliances servicing these structures.

**Exceptions:**

1. Live/work units located in townhouses and complying with the requirements of Section 419 of the 2015 IBC shall be permitted to be constructed in accordance with the 2015 IRC for one- and two-family dwellings. Fire suppression required by Section 419.5 of the 2015 IBC where constructed under the 2015 IRC for one- and two-family dwellings shall conform to the Section P2904 of the 2015 IRC.
2. Home occupations in dwelling units complying with the requirements of Appendix J shall be permitted.
3. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the 2015 IRC where equipped with a fire sprinkler system in accordance with Section P2904 of the 2015 IRC.

**101.2.1.1 Regulation by other State of New York Departments or Agencies.** Where a building or premises under the custody, licensure, supervision or jurisdiction of a department or agency of the State of New York is regulated as a one- or two-family dwelling or multiple single-family dwelling (townhouse), in accordance with established laws or regulations of that department or agency, said buildings or

## SECTION P2904

### DWELLING UNIT FIRE SPRINKLER SYSTEMS

**P2904.1 General.** The design and installation of residential fire sprinkler systems shall be in accordance with NFPA 13D or Section P2904, which shall be considered equivalent to NFPA 13D. Partial residential sprinkler systems shall be permitted to be installed only in buildings not required to be equipped with a residential sprinkler system. Section P2904 shall apply to stand-alone and multipurpose wet-pipe sprinkler systems that do not include the use of antifreeze. A multipurpose fire sprinkler system shall provide domestic water to both fire sprinklers and plumbing fixtures. A stand-alone sprinkler system shall be separate and independent from the water distribution system. A backflow preventer shall not be required to separate a stand-alone sprinkler system from the water distribution system.

**P2904.1.1 Required sprinkler locations.** Sprinklers shall be installed to protect all areas of a *dwelling unit*.

#### Exceptions:

1. Attics, crawl spaces and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinklers. In *attics*, crawl spaces and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.
2. Clothes closets, linen closets and pantries not exceeding 24 square feet (2.2 m<sup>2</sup>) in area, with the smallest dimension not greater than 3 feet (915 mm) and having wall and ceiling surfaces of gypsum board.
3. Bathrooms not more than 55 square feet (5.1 m<sup>2</sup>) in area.

4. Garages; carports; exterior porches; unheated entry areas, such as mud rooms, that are adjacent to an exterior door; and similar areas.

**P2904.2 Sprinklers.** Sprinklers shall be new listed residential sprinklers and shall be installed in accordance with the sprinkler manufacturer's instructions.

**P2904.2.1 Temperature rating and separation from heat sources.** Except as provided for in Section P2904.2.2, sprinklers shall have a temperature rating of not less than 135°F (57°C) and not more than 170°F (77°C). Sprinklers shall be separated from heat sources as required by the sprinkler manufacturer's installation instructions.

**P2904.2.2 Intermediate temperature sprinklers.** Sprinklers shall have an intermediate temperature rating not less than 175°F (79°C) and not more than 225°F (107°C) where installed in the following locations:

1. Directly under skylights, where the sprinkler is exposed to direct sunlight.
2. In *attics*.
3. In concealed spaces located directly beneath a roof.
4. Within the distance to a heat source as specified in Table P2904.2.2.

**P2904.2.3 Freezing areas.** Piping shall be protected from freezing as required by Section P2603.6. Where sprinklers are required in areas that are subject to freezing, dry-side-wall or dry-pendent sprinklers extending from a nonfreezing area into a freezing area shall be installed.

**P2904.2.4 Sprinkler coverage.** Sprinkler coverage requirements and sprinkler obstruction requirements shall be in accordance with Sections P2904.2.4.1 and P2904.2.4.2.

**P2904.2.4.1 Coverage area limit.** The area of coverage of a single sprinkler shall not exceed 400 square feet (37 m<sup>2</sup>) and shall be based on the sprinkler listing and the sprinkler manufacturer's installation instructions.

TABLE P2904.2.2  
LOCATIONS WHERE INTERMEDIATE TEMPERATURE SPRINKLERS ARE REQUIRED

HEAT SOURCE	RANGE OF DISTANCE FROM HEAT SOURCE WITHIN WHICH INTERMEDIATE TEMPERATURE SPRINKLERS ARE REQUIRED <sup>a, b</sup> (inches)
Fireplace, side of open or recessed fireplace	12 to 36
Fireplace, front of recessed fireplace	36 to 60
Coal and wood burning stove	12 to 42
Kitchen range top	9 to 18
Oven	9 to 18
Vent connector or chimney connector	9 to 18
Heating duct, not insulated	9 to 18
Hot water pipe, not insulated	6 to 12
Side of ceiling or wall warm air register	12 to 24
Front of wall mounted warm air register	18 to 36
Water heater, furnace or boiler	3 to 6
Luminaire up to 250 watts	3 to 6
Luminaire 250 watts up to 499 watts	6 to 12

For SI: 1 inch = 25.4 mm.

a. Sprinklers shall not be located at distances less than the minimum table distance unless the sprinkler listing allows a lesser distance.

b. Distances shall be measured in a straight line from the nearest edge of the heat source to the nearest edge of the sprinkler.

2. *Corridor smoke detection* is not required in smoke compartments that contain *sleeping units* where *sleeping unit* doors are equipped with automatic door-closing devices with integral smoke detectors on the unit sides installed in accordance with their listing, provided that the integral detectors perform the required alerting function.

**907.2.6.3 Group I-3 occupancies.** Group I-3 occupancies shall be equipped with a manual fire alarm system and automatic smoke detection system installed for alerting staff.

**907.2.6.3.1 System initiation.** Actuation of an automatic fire-extinguishing system, *automatic sprinkler system*, a manual fire alarm box or a fire detector shall initiate an approved fire alarm signal that automatically notifies staff.

**907.2.6.3.2 Manual fire alarm boxes.** Manual fire alarm boxes are not required to be located in accordance with Section 907.4.2 where the fire alarm boxes are provided at staff-attended locations having direct supervision over areas where manual fire alarm boxes have been omitted.

**907.2.6.3.2.1 Manual fire alarms boxes in detainee areas.** Manual fire alarm boxes are allowed to be locked in areas occupied by detainees, provided that staff members are present within the subject area and have keys readily available to operate the manual fire alarm boxes.

**907.2.6.3.3 Automatic smoke detection system.** An automatic smoke detection system shall be installed throughout resident housing areas, including *sleeping units* and contiguous day rooms, group activity spaces and other common spaces normally accessible to residents.

**Exceptions:**

1. Other *approved* smoke detection arrangements providing equivalent protection, including, but not limited to, placing detectors in exhaust ducts from cells or behind protective guards *listed* for the purpose, are allowed when necessary to prevent damage or tampering.
2. *Sleeping units* in Use Conditions 2 and 3 as described in Section 308 of the *International Building Code*.
3. Smoke detectors are not required in *sleeping units* with four or fewer occupants in smoke compartments that are equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.

**907.2.7 Group M.** A manual fire alarm system that activates the occupant notification system in accordance with

Section 907.5 shall be installed in Group M occupancies where one of the following conditions exists:

1. The combined Group M *occupant load* of all floors is 500 or more persons.
2. The Group M *occupant load* is more than 100 persons above or below the lowest *level of exit discharge*.

**Exceptions:**

1. A manual fire alarm system is not required in covered or open mall buildings complying with Section 402 of the *International Building Code*.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant notification appliances will automatically activate throughout the notification zones upon sprinkler water flow.

**907.2.7.1 Occupant notification.** During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a waterflow switch shall not be required to activate the alarm notification appliances when an alarm signal is activated at a constantly attended location from which evacuation instructions shall be initiated over an emergency voice/alarm communication system installed in accordance with Section 907.5.2.2.

**907.2.8 Group R-1.** Fire alarm systems and smoke alarms shall be installed in Group R-1 occupancies as required in Sections 907.2.8.1 through 907.2.8.3.

**907.2.8.1 Manual fire alarm system.** A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-1 occupancies.

**Exceptions:**

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual *sleeping units* and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour *fire partitions* and each individual *sleeping unit* has an *exit* directly to a *public way*, *egress court* or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
  - 2.1. The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
  - 2.2. The notification appliances will activate upon sprinkler water flow.



**903.2.7.1 High-piled storage.** An *automatic sprinkler system* shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

**903.2.8 Group R.** An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

**903.2.8.1 Group R-3.** An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies.

**[F] 903.2.8.2 Group R-4 Condition 1.** An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be permitted in Group R-4 Condition 1 occupancies.

**[F] 903.2.8.3 Group R-4 Condition 2.** An *automatic sprinkler system* installed in accordance with Section 903.3.1.2 shall be permitted in Group R-4 Condition 2 occupancies. Attics shall be protected in accordance with Section 903.2.8.3.1 or 903.2.8.3.2.

**[F] 903.2.8.3.1 Attics used for living purposes, storage or fuel-fired equipment.** Attics used for living purposes, storage or fuel-fired equipment shall be protected throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.2.

**[F] 903.2.8.3.2 Attics not used for living purposes, storage or fuel-fired equipment.** Attics not used for living purposes, storage or fuel-fired equipment shall be protected in accordance with one of the following:

1. Attics protected throughout by a heat detector system arranged to activate the building fire alarm system in accordance with Section 907.2.10.
2. Attics constructed of noncombustible materials.
3. Attics constructed of fire-retardant-treated wood framing complying with Section 2303.2 of the *International Building Code*.
4. The *automatic sprinkler system* shall be extended to provide protection throughout the attic space.

**[F] 903.2.8.4 Care facilities.** An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with five or fewer individuals in a single-family dwelling.

**903.2.9 Group S-1.** An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. A Group S-1 *fire area* is located more than three stories above grade plane.

3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m<sup>2</sup>).

4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m<sup>2</sup>).

5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).

**903.2.9.1 Repair garages.** An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the *International Building Code*, as shown:

1. Buildings having two or more stories above grade plane, including *basements*, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m<sup>2</sup>).
2. Buildings not more than one story above grade plane, with a *fire area* containing a repair garage exceeding 12,000 square feet (1115 m<sup>2</sup>).
3. Buildings with repair garages servicing vehicles parked in *basements*.
4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m<sup>2</sup>).

**903.2.9.2 Bulk storage of tires.** Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet (566 m<sup>3</sup>) shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1.

**903.2.10 Group S-2 enclosed parking garages.** An *automatic sprinkler system* shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the *International Building Code* where either of the following conditions exists:

1. Where the *fire area* of the enclosed parking garage exceeds 12,000 square feet (1115 m<sup>2</sup>).
2. Where the enclosed parking garage is located beneath other groups.

**Exception:** Enclosed parking garages located beneath Group R-3 occupancies.

**903.2.10.1 Commercial parking garages.** An *automatic sprinkler system* shall be provided throughout buildings used for storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m<sup>2</sup>).

**903.2.11 Specific buildings areas and hazards.** In all occupancies other than Group U, an *automatic sprinkler system* shall be installed for building design or hazards in the locations set forth in Sections 903.2.11.1 through 903.2.11.6.

**903.2.11.1 Stories without openings.** An *automatic sprinkler system* shall be installed throughout all stories, including *basements*, of all buildings where the

**City of Beacon Workshop Agenda  
3/26/2018**

**Title:**

**Executive Session: Personnel**

**Subject:**

**Background:**