



**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

March 4, 2019
12:00 AM
City Council Agenda

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

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

Public Hearings:

- Public Hearing on Local Law Amending Chapter 199, Article IX, Section 39 of the Code of the City of Beacon Concerning the Cold War Veteran's Real Property Tax Exemption

Reports:

- Council Member Amber J. Grant
- Council Member John E. Rembert
- Council Member Lee Kyriacou
- Council Member George Mansfield
- Council Member Jodi M. McCredo
- Council Member Terry Nelson
- City Administrator, Anthony Ruggiero
- County Legislators
- Mayor Randy Casale

Local Laws and Resolutions:

1. Resolution Adopting Local Law Amending Chapter 199, Article IX, Section 39 of the Code of the City of Beacon
2. Resolution to Make Findings and Determinations Regarding Environmental Compliance
3. Resolution Authorizing the Issuance of up to \$5,149,152 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Construction, Reconstruction and Improvement to the Sewer System, in and for the City
4. Resolution Authorizing the Issuance of up to \$1,823,000 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Finance Law, to Finance the Costs of the Construction, Reconstruction and Improvement to the Water System, in and for the City
5. Resolution Authorizing the Issuance of up to \$751,500 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Finance Law, to Finance the Costs of (1) the Acquisition of Machinery and Apparatus for Construction and Maintenance and (II) the Preparation of Surveys, Preliminary Plans, Detailed Plans and Estimates for Future Capital Improvements
6. Resolution Authorizing the Issuance of up to \$95,000 Aggregate Principal Amount Serial Bonds Pursuant to the Local Finance Law, to Finance the Cost of the Installation or Reconstruction of a Heating and Ventilating System in a Class "A" Building, in and for the City
7. Resolution Authorizing the Issuance of up to \$250,000 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Finance Law, to Finance the Costs of the Improvements to Parks, Playgrounds and Recreational Areas
8. Resolution Acknowledging Modification to Project Related to City Sale of Former Highway Garage Property
9. Resolution to Award Contract to Tam Enterprises, Inc. for the Final Settling Tanks' Equipment Replacement for the Beacon Wastewater Treatment Plant
10. Resolution to Award Contract to Tam Enterprises for the Replacement of Filter Media for the Beacon Water Filter Plant
11. Resolution to Renew License Agreement with Things You Love, LLC, for Flea Market Management
12. Resolution Authorizing Execution of CCA Memorandum of Understanding and Electricity Supply Agreement
13. Resolution Authorizing the City of Beacon to Apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant
14. Resolution to Refer an Application for a Small Cell Wireless Facility Special Use Permit Submitted by Verizon Wireless for 110 Howland Avenue to the Dutchess County Planning Board and the City Planning Board for Report and Recommendation

Approval of Minutes:

- City Council Meeting Minutes January 7, 2019
- City Council Meeting Minutes February 4, 2019
- City Council Meeting Minutes February 19, 2019

2nd Opportunity for Public Comments:

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

Adjournment:

City of Beacon Council Agenda
3/4/2019

Title:

Public Hearing on Local Law Amending Chapter 199, Article IX, Section 39 of the Code of the City of Beacon Concerning the Cold War Veteran's Real Property Tax Exemption

Subject:

Background:

ATTACHMENTS:

Description	Type
Local Law Amending Chapter 199, Article IX, Section 39 of the Code of the City of Beacon Concerning the Cold War Veteran's Real Property Tax Exemption	Local Law

LOCAL LAW NO. OF 2019

**CITY OF BEACON CITY COUNCIL
PROPOSED LOCAL LAW AMENDING CHAPTER 199, ARTICLE IX, SECTION 39
OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapter 199, Article IX Section 39 of the Code of the City of Beacon concerning the Cold War Veterans' Real Property Tax Exemption.

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

Section 1. Chapter 199 Article IX, Section 39 of the Code of the City of Beacon entitled “Exemption for Cold War Veterans” is hereby amended to read as follows (amended text is underlined and deleted text is marked):

§ 199-39 Exemption granted.

- A. The City of Beacon hereby opts into the Cold War veterans exemption for such veterans residing in the City of Beacon as provided by § 458-b of the New York State Real Property Tax Law.
- B. The exemption provided under this article shall be effective for as long as a qualified owner of qualified residential real property remains a qualified owner thereof.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 199 of the Code of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. 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 4. Effective Date

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

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Adopting Local Law Amending Chapter 199, Article IX, Section 39 of the Code of the City of Beacon

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Adopting Local Law Amending Chapter 199, Article IX, Section 39 of the Code of the City of Beacon	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2019

**RESOLUTION ADOPTING LOCAL LAW AMENDING CHAPTER 199, ARTICLE IX,
SECTION 39
OF THE CODE OF THE CITY OF BEACON**

BE IT RESOLVED, that the Beacon City Council hereby adopts a local law to amend Chapter 199, Article IX, Section 39 of the Code of the City of Beacon.

Resolution No. ____ of 2019			Date: <u>March 4, 2019</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 J. Casale					
Motion Carried							

City of Beacon Council Agenda
3/4/2019

Title:

Resolution to Make Findings and Determinations Regarding Environmental Compliance

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution to Make Findings and Determinations Regarding Environmental Compliance	Resolution

**EXTRACTS FROM MINUTES OF A
MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, NEW YORK**

(Environmental Compliance Resolution)

A regular meeting of the City Council of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in the City of Beacon, New York, on February __, 2019 at __:__ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Council Member _____ offered the following resolution and moved for its adoption. The Motion was seconded by Council Member _____. Adopted by the following roll call vote: _____, _____, _____, _____.

**ENVIRONMENTAL COMPLIANCE RESOLUTION TO MAKE FINDINGS
AND DETERMINATIONS**

WHEREAS, _____, competent architectural and engineering firms, duly licensed by the State of New York (the “Architect and Engineer”), at the instance of the City Council (the “Council”), have prepared, or are in the process of preparing engineering and architectural plans and studies and an estimate of the cost of the financing of various public purposes as provided for in six (6) serial bond ordinances (the “Projects”).

WHEREAS, the Council expects that upon the examination of those environmental assessment forms (“EAFs”) to be prepared by the Architect and Engineer, for the Projects, may be “unlisted actions,” as that term is defined in 6 NYCRR §617.2(ak), or a “Type II action,” as that term is defined in 6 NYCRR §617.2(aj), and upon completion the City will cause the EAFs to be prepared and promptly filed with the City Clerk; and

WHEREAS, it is proposed that the maximum amount estimated to be expended for the Projects is \$8,068,652 and that the costs of the Projects are to be financed by the issuance of serial bonds of the City in the aggregate principal amount of \$8,068,652 pursuant to the Local Finance Law of New York (the “LFL”) and if deemed advisable by the issuance of bond anticipation notes in anticipation of the issuance of said bonds; and

WHEREAS, it is proposed that the costs of the Projects are to be paid from a tax levied upon all the taxable property in the City in annual installments determined by the Council in amounts sufficient to pay the principal of and interest on said bonds to be authorized in a bond ordinance to be adopted by the Council; and

WHEREAS, the evidence expected to be contained in such engineering and architectural plans and studies and in the EAFs with respect to the Projects permits the Council to make the determinations hereinafter in connection with actions to be made for the purpose of authorizing the financing of the Projects; and

NOW THEREFORE, pursuant to proceedings prescribed in 6 NYCRR at §617 of the State Environmental Quality Review Act (“SEQRA”) regulations, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BEACON, NEW YORK, as follows:

Section 1. The City, by and through the Council, hereby declares and designates itself to be the “lead agency” as that term is defined in 6 NYCRR § 617.2(u), with respect to the environmental review of the Projects.

Section 2. Upon receipt and examination of the EAFs the City hereby determines that the Projects are an unlisted action or a Type II action, as those terms are defined in 6 NYCRR §617.2(ak) and §617.2(aj), respectively.

Section 3. No other agency other than the City is, or will be involved in said environmental review and no coordinated review or segmentation of such review is necessary or required with respect to the Projects.

Section 4. No hearing as set forth in 6 NYCRR §617.10(e) is expected to be required in making the determinations contained herein with respect to the Projects.

Section 5. The City expects that upon taking into account the criteria set forth in 6 NYCRR §617.7, upon review of all pertinent information, including taking a hard look at all the facts and circumstances, it will determine that the Projects (i) will not have a significant effect on the climate or climate change, and (ii) will not have a significant effect on the environment, and

no unidentified adverse effects are anticipated with respect thereto and are precluded from further review under the Environmental Conservation Law.

Section 6. The City shall maintain a file, readily accessible to the public, in the office of the City Clerk, containing this resolution, and the EAFs once completed.

Section 7. This resolution shall take effect immediately upon its adoption.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on February __, 2019, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of February __, 2019.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Authorizing the Issuance of up to \$5,149,152 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Construction, Reconstruction and Improvement to the Sewer System, in and for the City

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Sewer Improvement Ordinance	Resolution

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(D-\$5,149,152-Sewer Improvements, 30 years)

A regular meeting of the City Council of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on February ___, 2019, at ___ o’clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____. The City Council of the City was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with negative votes and ____ votes absent.

BOND ORDINANCE, DATED FEBRUARY __, 2019, AUTHORIZING THE ISSUANCE OF UP TO \$5,149,152 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT TO THE SEWER SYSTEM, IN AND FOR THE CITY.

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the construction, reconstruction and improvement to the sewer system, including the sewer treatment facilities, in and for the City, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefor and any preliminary and incidental costs related thereto (the “Project”), at a total estimated cost not to exceed \$5,149,152, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$5,149,152 to finance the costs of the Project at a total estimated cost not to exceed \$5,249,152, all in accordance with the Local Finance Law;

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$5,249,152; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from (i) the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto* and (ii) a CDBG grant in the amount of \$100,000; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is of a class of object or purpose as described in subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is thirty (30) years. The serial bonds authorized herein shall have a maximum maturity of the thirty (30) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00,

inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such

obligations or any other funds of the City, and will not make any use of the Project, which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond ordinance is effective immediately upon adoption by the City Council of the City.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on February ___, 2019, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this _____ day of February ___, 2019.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, on February ___, 2019. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2019

/s/ Iola C. Taylor _____

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Authorizing the Issuance of up to \$1,823,000 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Finance Law, to Finance the Costs of the Construction, Reconstruction and Improvement to the Water System, in and for the City

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Water Improvement Ordinance	Resolution

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(E-\$1,823,000-Water Improvements, 40 years)

A regular meeting of the City Council of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on February __, 2019, at __ o’clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____. The City Council of the City was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with negative votes and ____ votes absent.

BOND ORDINANCE, DATED FEBRUARY __, 2019, AUTHORIZING THE ISSUANCE OF UP TO \$1,823,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT TO THE WATER SYSTEM, IN AND FOR THE CITY.

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the construction, reconstruction and improvement to the water system, in and for the City, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefor and any preliminary and incidental costs related thereto (the “Project”), at a total estimated cost not to exceed \$1,823,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$1,823,000 to finance the costs of the Project, at a total estimated cost not to exceed \$1,823,000, all in accordance with the Local Finance Law;

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$1,823,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is of a class of object or purpose as described in subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is forty (40) years. The serial bonds authorized herein shall have a maximum maturity of the forty (40) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00,

inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such

obligations or any other funds of the City, and will not make any use of the Project, which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. The bonds authorized to be issued hereunder are for capital improvements of which more than fifty per centum (50%) of the cost thereof is to be levied by assessments upon property especially benefited thereby. Accordingly, this bond ordinance is not subject to permissive referendum pursuant to the City Charter.

Section 11. This bond ordinance is effective immediately upon adoption by the City Council of the City.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on February __, 2019, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of February, 2019.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, on February __, 2019. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2019

/s/ Iola C. Taylor _____

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Authorizing the Issuance of up to \$751,500 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Finance Law, to Finance the Costs of (1) the Acquisition of Machinery and Apparatus for Construction and Maintenance and (II) the Preparation of Surveys, Preliminary Plans, Detailed Plans and Estimates for Future Capital Improvements

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing the Issuance of up to \$751,500 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Finance Law, to Finance the Costs of (1) the Acquisition of Machinery and Appa	Resolution

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(B-\$751,500 – Acquisition of Machinery and Apparatus for Construction and Maintenance & the Preparation of Surveys, Preliminary Plans, Detailed Plans and Estimates for Future Capital Improvements, 15 years)

A regular meeting of the City Council of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on February ___, 2019, at ___ o’clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____. The City Council of the City was polled. The motion was adopted by a vote of ___ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with ____ negative votes and ___ votes absent.

BOND ORDINANCE, DATED FEBRUARY __, 2019, AUTHORIZING THE ISSUANCE OF UP TO \$751,500 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF (I) THE ACQUISITION OF MACHINERY AND APPARATUS FOR CONSTRUCTION AND MAINTENANCE AND (II) THE PREPARATION OF SURVEYS, PRELIMINARY PLANS, DETAILED PLANS AND ESTIMATES FOR FUTURE CAPITAL IMPROVEMENTS

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of (i) the acquisition of machinery and apparatus for construction and maintenance (\$689,000) and (ii) the preparation of surveys, preliminary plans, detailed plans and estimates for future capital improvements (\$62,500), including any preliminary and incidental costs related thereto (the “Project”), at a total estimated cost not to exceed \$751,500, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. The specific objects or purposes, or class of objects or purposes, to be financed pursuant to this bond ordinance (collectively, the “Project”), the respective estimated maximum cost of each of such specific object or purpose, the principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of such serial bonds, authorized for such specific object or purpose, and the period of probable usefulness of such specific object or purpose, or class of object or purpose thereof pursuant to the applicable subdivision of paragraph a of Section 11.00 of the Local Finance law, are as follows:

(a) The acquisition of machinery and apparatus for construction and maintenance for the City, including any preliminary and incidental costs related thereto, at an estimated maximum cost of \$689,000 for which \$689,000 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of fifteen (15) years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of fifteen (15) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds;

(b) The preparation of surveys, preliminary plans, detailed plans and estimates for future capital improvements and any preliminary and incidental costs related thereto, at an estimated maximum cost of \$62,500 for which \$62,500 principal amount of serial bonds, or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of fifteen (15) years pursuant to subdivisions 62(a) and 20(c) of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of fifteen (15) years computed from the earlier of (a) the date

of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$751,500; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from (i) the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took "official action" for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 4. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 5. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 6. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 7. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 8. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the “Rule”), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made

by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 9. This bond ordinance is subject to a permissive referendum and will take effect upon its adoption by the City Council of the City and the expiration of the period prescribed in Article 8 of the City Charter during which petitions for a permissive referendum may be submitted and filed with the City Clerk.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on February ___, 2019, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of February, 2019.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, has on the ____ day of February, 2019, duly adopted, pursuant to the Local Finance Law of New York, a bond ordinance which:

(1) authorizes the City Council of the City to finance the costs of the costs of (i) the acquisition of machinery and apparatus for construction and maintenance and (ii) the preparation of surveys, preliminary plans, detailed plans and estimates for future capital improvements and any preliminary and incidental costs related thereto, and authorizes the issuance of up to \$751,500 aggregate principal amount of serial bonds to finance the costs of such purpose, and

(2) states the estimated maximum total costs of such acquisition and preparation to be not in excess of \$751,500 states that such costs will be financed, in whole or in part, with the issuance of the obligations authorized in such bond ordinance and sets forth the plan of financing of such costs of such purpose, and

(3) determines the period of probable usefulness of the purpose to be fifteen (15) years, and

(4) determines that the maximum maturity of such serial bonds is in excess of five (5) years, and

(5) delegates to the City Administrator the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of any bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond ordinance, a full copy of which is available free of charge at the office of the City Clerk, is subject to a permissive referendum under the provisions of Article 8 of the City Charter and petitions protesting against such bond ordinance and requesting that it be submitted to the electors of the City for their approval or disapproval may be filed with the City Clerk at any time within forty-five (45) days after the date of the adoption of such bond ordinance.

By order of the City Council of the City of Beacon, New York.

Dated: February __, 2019

/s/ Iola C. Taylor

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK
CERTIFICATE OF NO PROTEST**

I, **IOLA C. TAYLOR**, City Clerk of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, **HEREBY CERTIFY** as follows:

1. The City Council of the City at a regular meeting thereof duly called and held on February ___, 2019, adopted a bond ordinance having the following title:

BOND ORDINANCE, DATED FEBRUARY ___, 2019, AUTHORIZING THE ISSUANCE OF UP TO \$751,500 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF (I) THE ACQUISITION OF MACHINERY AND APPARATUS FOR CONSTRUCTION AND MAINTENANCE AND (II) THE PREPARATION OF SURVEYS, PRELIMINARY PLANS, DETAILED PLANS AND ESTIMATES FOR FUTURE CAPITAL IMPROVEMENTS

2. On and prior to the date hereof, no petition or petitions protesting such bond ordinance and requesting that it be submitted to the electors of the City for their approval or disapproval have been filed with the City Clerk.

3. The affidavit of publication of the public notice is attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ___ day of _____, 2019.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, on February __, 2019. The effectiveness of such bond ordinance was subject to a permissive referendum and notice thereof was given as prescribed by law. The period of time prescribed by law has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: February __, 2019

/s/ Iola C. Taylor

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Authorizing the Issuance of up to \$95,000 Aggregate Principal Amount Serial Bonds Pursuant to the Local Finance Law, to Finance the Cost of the Installation or Reconstruction of a Heating and Ventilating System in a Class "A" Building, in and for the City

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing the Issuance of up to \$95,000 Aggregate Principal Amount Serial Bonds Pursuant to the Local Finance Law, to Finance the Cost of the Installation or Reconstruction of a Heating and Ventilating System in a Class "A" Building	Resolution

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(A-\$95,000-Building Alterations, 10 years)

A regular meeting of the City Council of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on February __, 2019, at __ o’clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____. The City Council of the City was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with negative votes and ____ votes absent.

BOND ORDINANCE, DATED FEBRUARY __, 2019, AUTHORIZING THE ISSUANCE OF UP TO \$95,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE INSTALLATION OR RECONSTRUCTION OF A HEATING AND VENTILATING SYSTEM IN A CLASS “A” BUILDING, IN AND FOR THE CITY.

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the installation or reconstruction of a heating and ventilating system in a class “A” building, in and for the City, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefor and any preliminary and incidental costs related thereto (the “Project”), at a total estimated cost not to exceed \$95,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$95,000 to finance the costs of the Project at a total estimated cost not to exceed \$95,000 all in accordance with the Local Finance Law;

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$95,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is of a class of object or purpose as described in subdivision 13 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is ten (10) years. The serial bonds authorized herein shall have a maximum maturity of the ten (10) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes

issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, which would

cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond ordinance is effective immediately upon adoption by the City Council of the City.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on February __, 2019, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this _____ day of February, 2019.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, on February __, 2019. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2019

/s/ Iola C. Taylor _____

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Authorizing the Issuance of up to \$250,000 Aggregate Principal Amount Serial Bonds of the City of Beacon, County of Dutchess, State of New York, Pursuant to the Local Finance Law, to Finance the Costs of the Improvements to Parks, Playgrounds and Recreational Areas

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Parks Ordinance	Resolution

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(C-\$250,000 – The Improvements to Parks, Playgrounds and Recreational Areas, 15 years)

A regular meeting of the City Council of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on February ___, 2019, at ___ o’clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____. The City Council of the City was polled. The motion was adopted by a vote of ___ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with ___ negative votes and ___ votes absent.

BOND ORDINANCE, DATED FEBRUARY __, 2019, AUTHORIZING THE ISSUANCE OF UP TO \$250,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE IMPROVEMENTS TO PARKS, PLAYGROUNDS AND RECREATIONAL AREAS

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the improvements to parks, playgrounds and recreational areas including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefor and any preliminary and incidental costs related thereto (the “Project”), at a total estimated cost not to exceed \$250,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$250,000 to finance the costs of the Project at a total estimated cost not to exceed \$310,000, all in accordance with the Local Finance Law;

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$310,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from (i) the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto* and (ii) a CDBG grant in the amount of \$60,000; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is of a class of object or purpose as described in subdivision 19(c) of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is fifteen (15) years. The serial bonds authorized herein shall have a maximum maturity of the fifteen (15) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes

issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, which would

cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond ordinance is effective immediately upon adoption by the City Council of the City.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on February ___, 2019, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of February, 2019.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, on February ___, 2019. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: February ___, 2019

/s/ Iola C. Taylor

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Acknowledging Modification to Project Related to City Sale of Former Highway Garage Property

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Acknowledging Modification to Project Related to City Sale of Former Highway Garage Property	Resolution
Letter from Cuddy and Feder LLP to the City Administrator Regarding an Application for Concept Plan Approval - Mixed Use Development 23-28 Creek Drive	Cover Memo/Letter
Revised Site Plan 23-28 Creek Drive	Plans



**CITY COUNCIL
CITY OF BEACON**

**RESOLUTION ACKNOWLEDGING MODIFICATION
TO PROJECT RELATED TO THE CITY'S SALE OF
THE FORMER HIGHWAY DEPARTMENT PROPERTY ON CREEK DRIVE**

Resolution No. _____ of 2019

WHEREAS, on May 11, 2018, the City of Beacon and 23-28 Creek Drive, LLC entered into a Contract of Sale for the City to convey the City's former highway garage property located at 23-28 Creek Drive; and

WHEREAS, as more particularly detailed in the Contract of Sale, the contract envisioned a specific project being constructed in accordance with the Purchaser's RFP submission; and

WHEREAS, Purchaser has advised the City Council that it wishes to modify the project proposed to reflect the reduction of one residential unit and the addition of commercial space.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby acknowledges the Project will be modified to (1) increase the compatible commercial space in the proposed development from forty percent (40%) to sixty percent (60%) of the total development floor area and (2) reduce the total number of proposed apartment units from nine (9) units to eight (8) units, which also reduces the actual dwelling unit size for the units, all as more detailed in the Purchaser's attorney's letter dated February 2, 2019 and the attachments thereto;

AND BE IT FURTHER RESOLVED, that the Purchaser is requested to proceed with its revised plans before the Planning Board for that Board's report and recommendation and SEQRA determination before coming back to the City Council for consideration of Concept Plan approval.

Resolution No.		of 2019		Date: <u>March 4, 2019</u>			
Amendments				2/3 Required.			
Not on roll call.		On roll call		3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
		Motion Carried					



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Taylor M. Palmer, Esq.
tpalmer@cuddyfeder.com

February 22, 2019

VIA HAND DELIVERY

AND E-MAIL (aruggiero@cityofbeacon.org)

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

Re: Application for Concept Plan Approval - Mixed Use Development
Premises: 23-28 Creek Drive, Beacon, New York
Tax Parcel ID: 6054-37-037625

Dear Anthony,

On behalf of 23-28 Creek Drive, LLC (the "Applicant"), the Contract-Vendee of the above-referenced Premises, I am writing to request that the above-referenced matter be placed on the City Council's Work Session Agenda on Monday, February 25 in order to review certain changes to the Applicant's proposed Concept Plan for the proposed redevelopment of the former City of Beacon Department of Public Works ("DPW") Premises.

Pursuant to the Applicant's correspondence with your office regarding this request, we respectfully submit copies of the revised Site Plan for consideration by the City Council. As more fully shown in the enclosed Site Plan, the Applicant proposes to:

- 1) Increase the compatible commercial space in the proposed development from forty percent (40%) to sixty percent (60%) of the total development floor area; and
- 2) Reduce the total number of proposed apartment units from nine (9) units to eight (8) units, which also reduces the maximum dwelling unit size for the units.

As will be more fully discussed at the City Council's Work Session, in further support of this Application we respectfully submit copies of the following site plan sheets entitled "Site Plan Application – 23-28 Creek Drive", prepared by Aryeh Siegel, Architect, and Hudson Land Design Professional Engineering, P.C., numbered and titled as follows:

- Sheet 1 of 12 – Site Plan; and
- Sheet 7 of 12 – Grading & Utility Plan.

Additionally, enclosed please also find a copy of the revised Full Environmental Assessment Form (EAF) and revised EAF Narrative.¹

¹ Note: As you are aware, as identified in City Council Resolution 187 of 2018, the Planning Board has been requested to serve as Lead Agency to undertake the Coordinated SEQRA Review the Project.



February 22, 2019

Page -2-

Thank you for your consideration in this matter. The Applicant looks forward to discussing the Application with the City Council at its February 25, 2019 Work Session.

Very truly yours,

A handwritten signature in black ink, appearing to read "Taylor M. Palmer".

Taylor M. Palmer, Esq.

cc: Nicholas M. Ward-Willis, Esq., City Attorney
Michael A. Bodendorf, P.E., Hudson Land Design
Aryeh J. Siegel, Architect

Zoning Regulations Table

Zoning District	Required Setbacks		Proposed Setbacks		Minimum frontage on public street right-of-way	Proposed frontage on public street right-of-way	Minimum Site Area	Existing Site Area	Maximum Residential Development Potential	Proposed Number of Residential Units	Proposed Commercial Space	Maximum Dwelling Size	Proposed Dwelling Size	Maximum Building Coverage	Proposed Building Coverage	Minimum Open Space	Proposed Open Space	Maximum Building Height	Proposed Building Height	Minimum setback from and buffer width along Fishkill Creek	Proposed setback from and buffer width along Fishkill Creek
	Front	Side	Front	Rear	Front	Side	Rear														
FCD	12	12	12	12	19.4'	23.8'	65.2'	50 feet	157.5 feet	2 acres	3.248 acres with lot line realignment	2.08 acres existing	2,975 sf for 2 out of 8 units	35%	11%	30%	91%	3 stories / 40'	4 stories / 52' from 1st floor to roof	An average of 50 feet, but not less than 25 feet at any point	An average of 50 feet, but not less than 25 feet at any point



Area Plan

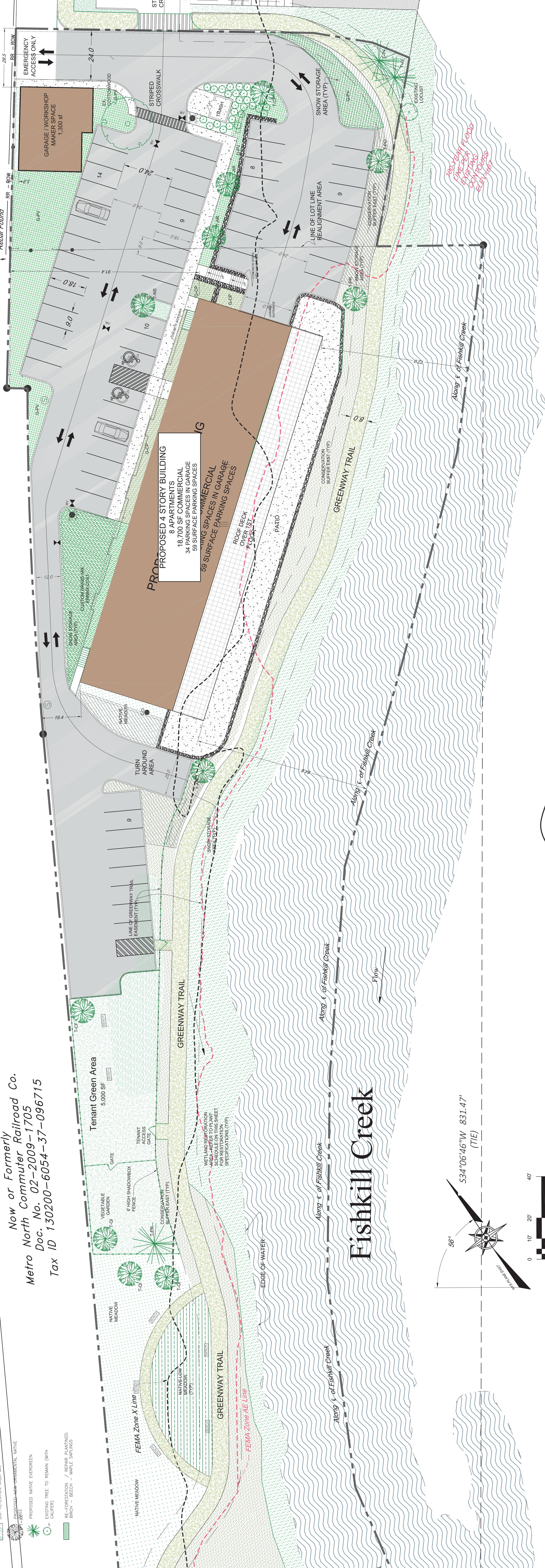
Scale: 1" = 40'

- HATCHES & LANDSCAPE LEGEND**
- CONCRETE SIDEWALK
- ASPHALT PAVING
- GRAVEL DRIVE (SEE EDRG)
- CONCRETE BUFFER - WEST
- CONCRETE BUFFER - EAST
- WETLAND RESTORATION AREA
- NATIVE MEADOW
- KNOX SWITCHGEAR (G-PV)
- CUSTOM BRACK MA - (ENRMA-CUS1)
- SEWER (G-PV)
- EXPANDED SHEDS (G-PV)
- BIO-RETENTION AREA (PV)
- PROPOSED MAINT. EXPOSED NATIVE
- EXISTING TREE TO REMAIN (WITH SOULERS)
- RECREATION / BROWN PARADISE (BROWN - MAINT. WASTE SPACES)

Existing Railroad Tracks

Existing Railroad Tracks

Now or Formerly
Metro North Commuter Railroad Co.
Doc. No. 02-2009-1705
Tax ID 10200-6054-37-096715



Site Plan

Scale: 1" = 20'

Owner:
Weber Projects III, LLC
11 Creek Drive
Beacon, New York 12508

Architect:
Aryeh Siegel, Architect
84 Mason Circle
Beacon, New York 12508

Site / Civil Engineer:
Hudson Land Design
174 Main Street
Beacon, New York 12508

Surveyor:
TEC Land Surveying, P.C.
15C Tioronda Avenue
Beacon, New York 12508

Landscape Designer:
Landscape Restorations
P.O. Box 286
Beacon, New York 12508

Site Plan Application
Sheet 1 of 11 - Site Plan

23 - 28 Creek Drive
Beacon, New York
Scale: As Noted
October 23, 2018

Index of Drawings

- Sheet 1 of 12 Site Plan
- Sheet 2 of 12 Existing Conditions & Demolition Plan
- Sheet 3 of 12 Site Section Diagram
- Sheet 4 of 12 Landscape Plan & Planting Schedule
- Sheet 5 of 12 Building Footprints
- Sheet 6 of 12 Grading & Utility Plan
- Sheet 7 of 12 Erosion and Sediment Control Plan
- Sheet 8 of 12 Profiles
- Sheet 9 of 12 Site & Erosion Sediment Control Details
- Sheet 10 of 12 Stormwater Details
- Sheet 11 of 12 Water and Sewer Details
- Sheet 12 of 12

City of Beacon Council Agenda
3/4/2019

Title:

Resolution to Award Contract to Tam Enterprises, Inc. for the Final Settling Tanks' Equipment Replacement for the Beacon Wastewater Treatment Plant

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Awarding Contract to Tam Enterprises for Settling Tanks Equipment	Resolution



**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2019

**RESOLUTION TO AWARD CONTRACT
TO TAM ENTERPRISES INC.**

WHEREAS, The City of Beacon sought proposals from qualified contractors for the replacement of final settling tanks' equipment at the Wastewater Treatment Plant; and

WHEREAS, The City of Beacon Council budgeted and approved \$835,000 for Capital Improvement; and

WHEREAS, the proposed fee of \$751,000 from Tam Enterprises, Inc was the lowest proposed; and

WHEREAS, Tam Enterprises, Inc has successfully completed a number of projects at the City's Wastewater Treatment Plant.

NOW, THEREFORE BE IT RESOLVED, that the Contract for replacement of final settling tanks' equipment at the Wastewater Treatment Plant be awarded to Tam Enterprises Inc; 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.

Resolution No. _ of 2019		Date: <u>March 4, 2019</u>				2/3 Required.	
Amendments		On roll call				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 J. Casale					
		Motion Carried					

City of Beacon Council Agenda
3/4/2019

Title:

Resolution to Award Contract to Tam Enterprises for the Replacement of Filter Media for the Beacon Water Filter Plant

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Awarding Contract to Tam Enterprises for Filter Media	Resolution



**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2019

**RESOLUTION TO AWARD CONTRACT
TO TAM ENTERPRISES INC.**

WHEREAS, The City of Beacon sought proposals from qualified contractors for the replacement of filter media for the Beacon Water Filter Plant; and

WHEREAS, The City of Beacon Council budgeted and approved \$300,000 for Capital Improvement; and

WHEREAS, the proposed fee of \$198,500 from Tam Enterprises, Inc was the lowest proposed; and

WHEREAS, Tam Enterprises, Inc has successfully completed a number of projects at the City's Wastewater Treatment Plant.

NOW, THEREFORE BE IT RESOLVED, that the Contract for replacement of filter media for the Water Filter Plant be awarded to Tam Enterprises, Inc; 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.

Resolution No. _ of 2019		Date: <u>March 4, 2019</u>					
Amendments						2/3 Required.	
Not on roll call.		On roll call				3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
		Motion Carried					

City of Beacon Council Agenda
3/4/2019

Title:

Resolution to Renew License Agreement with Things You Love, LLC, for Flea Market Management

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing the City of Beacon to Enter into License Agreement with Things You Love, LLC	Resolution



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. OF 2019**

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF
BEACON AND THINGS YOU LOVE EVENTS, LLC.**

WHEREAS, the City Council approves the execution of the License Agreement between the City of Beacon and Things You Love Events, LLC regarding the use of certain real property known as the Henry Street Parking Lot #1, located at the intersection of Henry Street and South Chestnut Street, Beacon, New York, as a flea market, on certain limited dates and with certain terms and conditions.

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of Beacon or the City Administrator is authorized to execute said License Agreement with Things You Love Events, LLC and any documents consistent therewith.

Resolution No. _____ of 2019			Date: <u>March 4, 2019</u>				
Amendments						2/3 Required	
Not on roll call.			On roll call			3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
Motion Carried							

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Authorizing Execution of CCA Memorandum of Understanding and Electricity Supply Agreement

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing Execution of CCA Memorandum of Understanding and Electricity Supply Agreement	Resolution
Electronic Services Agreement	Agreement
Memorandum from Keane and Beane Regarding Community Choice Aggregation Program Memorandum of Understanding and Electricity Supply Agreement	Cover Memo/Letter



**CITY COUNCIL
CITY OF BEACON**

**RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF
UNDERSTANDING WITH JOULE ASSETS, INC. REGARDING
COMMUNITY CHOICE AGGREGATION PROGRAM**

Resolution No. _____ of 2019

WHEREAS, the City Council previously entered into a Municipal Energy Services Agreement with Joule Assets, Inc. (“Joule”) with respect to the Community Choice Aggregation program (“CCA Program”) which would allow the City of Beacon (the “City”) to participate in a program to procure energy supply for residents within the City from energy services companies for the residents of the City, with Joule Assets, Inc. as Program Manager; and

WHEREAS, to launch the CCA Program, the City and Joule seek to obtain competitive electricity supply bids from electricity suppliers that will lead to the execution of an Electricity Supply Agreement (the “Supply Agreement”) with a bidder selected in accordance with the terms and conditions of a Memorandum of Understanding between the City and Joule (the “MOU”); and

WHEREAS, the City and Joule are seeking to enter into the MOU to: (i) confirm that Joule will serve as Program Administrator for the CCA Program in relation to the Supply Agreement; and (ii) obtain the parties’ agreement that each will execute a Supply Agreement with a selected bidder, subject to the terms and conditions in the MOU.

NOW THEREFORE, BE IT RESOLVED, that, the Mayor of the City of Beacon is authorized to execute the attached MOU and take other actions necessary in furtherance of the City’s participation in the CCA Program; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute an Electricity Supply Agreement, in the form attached as Exhibit “1” to the Memorandum of Understanding, subject to further review and revision by the City Counsel, which Electricity Supply Agreement authorizes Joule to accept bids for energy services for the City so long as the minimum requirements set forth in the MOU and Electricity Supply Agreement are satisfied.

Resolution No.		of 2019		Date: <u>March 4, 2019</u>			
Amendments							
Not on roll call.				On roll call		2/3 Required.	
						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 J. Casale					
		Motion Carried					

Electric Service Agreement (last revised 9/13/2018)

Exhibit 2 to accompany the Memorandum of Understanding
on Community Choice Aggregation
between local government ESCO
and Joule Assets

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RECITALS

WHEREAS, Joule Assets, Inc. ("Joule") sought approval of a community choice energy aggregation ("Community Choice") program through the Public Service Commission of the State of New York, which would allow local governments to participate in a Joule program to procure energy supply from an Energy Services Company for the residents of participating municipalities;

WHEREAS, on March 15, 2018, the Public Service Commission of the State of New York approved Joule's implementation plan;

WHEREAS, the Joule program is intended to include residential and small non-residential customers, and to permit the aggregation of electric purchases by the communities which elect to participate;

WHEREAS, the City/Town/Village of _____ ("Municipality") has adopted a Local Law to participate in the Joule Community Choice Program ("Program") to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, Joule, Inc. has been authorized by the Municipality to act as Program Manager for a Community Choice Program, pursuant to Local Law and Memorandum of Understanding, issue a request for proposals to suppliers to provide energy to Participating Customers, and to award supply contracts;

WHEREAS, [Supplier], a ___ entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) ("Competitive Supplier"), desires to provide Full-Requirements Power Supply to consumers located within the Municipality, pursuant to the terms and conditions of the Municipality's Program and this Electric Service Agreement ("ESA");

WHEREAS, the Municipality desires that the Competitive Supplier provide Firm Full-Requirements Power Supply and Consolidated Billing as an alternative to Default Service for consumers within the Municipality;

WHEREAS, Competitive Supplier has submitted offers to provide two distinct electric supply products and two corresponding pricing levels, (1) a Default Product and price, and (2) a 100% Renewable Clean Power Product and price;

WHEREAS, Competitive Supplier agrees to pay a fee to Program Manager;

WHEREAS, Municipality prefers for Competitive Supplier to collect and remit the fees due the Program Manager;

WHEREAS, the local governments that participate in the Joule Community Choice Program, including this Municipality, intend that this Agreement be uniform in form and substance in each instance throughout the Program; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Manager, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ELECTRIC SERVICE AGREEMENT

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 Associated Entities – Any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Distribution Utility.

1.1 Bankruptcy - With respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.2 Clean Power Product – 100% Renewable power supply product offered to Participating Customers on an opt-in basis.

1.3 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, as defined in the Uniform Business Practices or

without limitation in additional applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.4 Community Choice – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Eligible Customers within the Municipality.

1.5 Competitive Supplier or Energy Services Company (ESCO)– An entity duly authorized to conduct business in the State of New York as an ESCO.

1.6 Consolidated Billing - A billing option that provides Participating Consumers with a single bill issued by the Distribution Utility combining delivery and supply charges from the Distribution Utility and Competitive Supplier respectively.

1.7 Default Product – Traditional generation mix, meeting the minimum Renewable Portfolio Standards for electric power established by New York State.

1.8 Default Service – Supply service provided by the Distribution Utility to customers who are not currently receiving service from a Competitive Supplier. Residential and small commercial consumers within the Municipality that receive Default Service, and have not opted out, will be enrolled in the Program as of the Effective Date.

1.9 Delivery Term - The period for which prices for Firm Full-Requirements Power Supply have been established, as set forth in Exhibit A.

1.10 Distribution Utility - Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.

1.11 Electronic Data Interchange (EDI) - The exchange of business data in a standardized format between business computer systems.

1.12 Effective Date - The day immediately following final day of the rescission period, which immediately follows the opt-out period, which occurs after notifications to Eligible Consumers, which occurs after this ESA has been executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

1.13 Eligible Consumers – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or “New Consumers” who subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.

1.14 ESA - This Electric Service Agreement.

1.15 Environmental Disclosure Label – Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Labels in the State of New York.

1.16 Joule Order or March Order – March 15, 2018 “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” issued by PSC in Case 14-M-00226, “Joule Assets, Inc. Community Choice Aggregation Master Implementation Plan”

1.17 Federal Energy Regulatory Commission (FERC)-The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

1.18 Firm Full-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price including all those components regardless of changes in kWh usage or customer grouping during this contract term to Participating Consumers at the Point of Sale.

1.19 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of any Party shall not constitute an event of Force Majeure.

1.20 General Communications - The type of communications described and defined in Article 5.7 herein.

1.21 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.22 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.23 kWh, kW - Kilowatt-hour and kilowatt, respectively.

1.24 Local Law – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Joule Community Choice program.

1.25 Memorandum of Understanding – Binding agreement between Municipality and Program Manager authorizing Joule to administer the Program.

1.26 New Consumers – Residential and small consumers of electricity that become Eligible Consumers after the Effective Date, including those that opt in or move into Municipality.

1.27 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.28 NYISO - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.

1.29 Participating Consumers - Eligible Consumers enrolled in the Program, either because they are consumers who receive Default Service from the Distribution Utility as of the Effective Date and have not opted out, or are New Consumers.

1.30 Parties - The Municipality, the Program Manager, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.31 Point of Delivery - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility.

1.32 Point of Sale - The electric meter for each Participating Consumer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive Supplier price to bring power to the meter.

1.33 Program - Joule Community Choice Aggregation Program.

1.34 Program Manager – Joule Assets, Inc., authorized by PSC to put out for bid the total amount of electricity being purchased by Participating Consumers. Program Manager is responsible for Program organization, administration, procurement, and communications, unless otherwise specified.

1.35 PSC or DPS - The New York State Public Service Commission or the New York State Department of Public Service acting as Staff on behalf of the PSC, or any successor state agency.

1.36 Qualifying Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation. To meet the threshold of being a Qualifying Regulatory Event, the impact of the event must impact substantially all customers in the same rate class and must not be uniquely applied to Competitive Supplier's customers.

1.37 Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.38 Retail Price - As set forth in Exhibit A.

1.39 Service Commencement Date - The date of the Participating Consumers' first meter read date after the Effective Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.40 Term - As defined in Article 4.1.

1.41 Uniform Business Practices – Regulations governing the business practices of utilities and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343).

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to be the default provider of Firm Full-Requirements Power Supply to Participating Consumers pursuant to the terms of this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply Firm Full-Requirements Power Supply only to Participating Consumers enrolled in the plan or plans managed by the Program Manager, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Default Service, until changes in law, regulation or policy may allow otherwise.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply Firm Full-Requirements Service to those Participating Consumers located within the

Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Distribution Utility, and any arrangements which may be necessary with the NYISO so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Distribution Utility. Competitive Supplier shall request consumption data for individual Participating Consumers from the Distribution Utility via EDI or via other adopted standards such as secure ftp. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Manager, on behalf of the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the PSC, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier or any of its Associated Entities makes in the provision of Firm Full-Requirements Power Supply only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

2.2 NO THIRD PARTY BENEFICIARIES

Except as specifically provided in Section 18.11, this ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under the March Order and Local Law for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Manager in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

The Municipality represents that the Local Law has been duly adopted.

Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

2.4 CONDITIONS PRECEDENT AND ONGOING

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain Competitive Supplier's license from PSC (as such term is defined in the Local Distribution Utility's Terms and Conditions for Competitive Suppliers);
- b) execute any appropriate NYISO applications and agreements;
- c) obtain authorization from the FERC to sell power at market-based rates;
- d) complete data (e.g. EDI, secure ftp) testing with Distribution Utility;
- e) provide all other documentation required by the Distribution Utility; and
- f) satisfying all insurance requirements set forth in Article 16 or elsewhere in this ESA.

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law and all PSC Orders; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data other than for purposes directly related to this ESA is not permitted without the prior written consent of the Municipality. Competitive Supplier may share such Eligible Consumer data with third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of Firm Full-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA, and that any vendor or subcontractor is also bound by the terms and conditions of this ESA, especially those regarding data confidentiality and prohibition on non-permitted uses of data through a signed non-disclosure agreement, a copy of which will be provided to the Municipality. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of Firm Full-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to March Order, Local Law, and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent, warrant and covenant to each other that they shall not interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of PSC, the Distribution Utility and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Not inconsistent with the above, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the March Order, Local Law, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A as well as fully disclose the prices and terms then being offered for Default Service by the Distribution Utility; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Default Service from the Distribution Utility; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Default Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Manager may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers –All Eligible Consumers as of the Effective Date will be enrolled in the Program, thus becoming Participating Consumers, under the terms of this ESA unless they opt-out during the 33 day period following initial communication through the opt out letter. Participating Consumers may disenroll from the Program at any time thereafter with no fee or penalty. The Municipality shall authorize the Distribution Utility to provide to Competitive Supplier or to an alternative designee of the Program Manager who has agreed in writing to a non-disclosure agreement, a copy of which will be provided to the Municipality, a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. These New Consumers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers. Competitive Supplier shall enroll such New Consumers in accordance with applicable PSC and Distribution Utility rules.

3.4.3 Eligible Consumers Opting Out - At any time during the Term of this ESA, Eligible Consumers who have previously opted out of the Program may request that they be enrolled or re-enrolled in the Program. Competitive Supplier shall provide Firm Full-Requirements Power Supply to such Eligible Consumers at a price determined by the then-prevailing market conditions, as defined in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through data (e.g. EDI or secure ftp) transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that consumers under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Consumers. New Consumers who opt-in as provided in this Article 3.4.4 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers.

3.4.5 Termination Fees. There shall be no termination fees for any residential, small commercial, or municipal Participating Consumers to disenroll from the Program.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers' first meter read determined by the Parties and delineated in Exhibit A under the paragraph "Term", unless terminated earlier under Article 4.2 below .

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2(f)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if PSC exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Consumers; or
- d) by the Municipality, if a court, PSC or other lawful authority adjudicates contrary to Article 6; or
- e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

Upon termination, Competitive Supplier shall have all Participating Consumers switched back to obtaining supply from the Distribution Utility by submitting all consumer drops via EDI or alternative data protocol to the Distribution Utility in a form acceptable to the Distribution Utility.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by unanimous, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A Extension. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by any Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Distribution Utility. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer

questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Municipality will post program-related information on the Municipality's website which will be available to Participating Consumers for general information, comparative pricing, product, and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of PSC regarding customer service.

5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with NYISO, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Firm Full-Requirements Power Supply to the Distribution Utility for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with NYISO or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver Firm Full-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Distribution Utility disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by NYISO).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential and small commercial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the New York General Laws, the regulations of PSC, and other applicable provision of law. To the extent

required by law and/or the conditions of any PSC approval of this ESA, the Competitive Supplier may not deny service to an Eligible or Participating Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to Competitive Supplier's reasonable Standard Credit Policy, to the extent permitted by law, as described in Exhibit A.

In any event, should either Program Manager or Municipality actively achieve and document (e.g. to the satisfaction of the New York State Public Service Commission and the Utility) reduction in capacity tag buying obligations, Competitive Supplier will pay or distribute benefits from these tag reductions to Participating Consumers at the NYISO strip clearing price for the appropriate zone (i.e., Zones A through K in New York State), in which the capacity tag reduction is certified by appropriate party. Program Manager agrees it does not intend to pursue any actions that would increase the capacity tag obligation to Competitive Supplier.

Should either Program Manager or Municipality actively achieve reduction in buying requirements for mandated purchases (e.g. Zero Emission Credits), Competitive Supplier will liquidate resources it has purchased to serve this contract, through the NYISO platform and pay or distribute benefits to Participating Consumers, from this reduction in buying requirements that Competitive Supplier receives when Supplier liquidates these purchased resources.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Eligible or Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality and to Program Manager for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Manager. The Municipality or Program Manager shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality and Program Manager fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive

Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the Municipality, and (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA or Customer Agreement, including but not limited to any notice of Force Majeure or Change in Law.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly (or if it is provided a certain number of characters on the regular bill for discretionary communication), and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Manager to include no less than three (3) inserts per year into such communications, provided that the Program Manager or Municipality, where appropriate pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly prohibited by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Manager, provide aggregate consumption information as the Municipality or Program Manager may request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month, subject to non-disclosure agreement for customers who have not requested that their personal information be denied to Program Manager or to Municipality.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of Firm Full-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under March Order and Local Law and may include negotiating the terms and conditions under which Firm Full-Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of Firm Full-Requirements Power Supply to Participating Consumers. The Parties agree that, with regards to electricity, Municipality is not a "public utility company" or providing any "public utility service" within the meaning of GML 360 and Article 4 of Public Service Law as a result of this ESA. Should a court, PSC, or other lawful authority adjudicate to the contrary, the provisions of 4.2 a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to March Order and Local Law. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of Firm Full-Requirements Power Supply.

Municipality shall conduct outreach to the community in addition to the initial program notification letter, **which will be delivered at the Competitive Supplier's expense, with a Business Reply Mail insert to allow Eligible Consumers to opt out without postage expense.** Municipality will report on their endeavors to Program Manager to inform residents on the Program and "non-demand charge" commercial businesses. In case of any doubt, Municipality shall retain final control of content related to all communications.

ARTICLE 7 ROLE OF PROGRAM MANAGER

7.1 PROGRAM MANAGER DUTIES

Joule Assets, Inc, as Program Manager, agrees to:

- a. Provide the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, requested information about and documentation of the actions undertaken by the Municipality in furtherance of enabling participation in the Program;
- b. Prepare, or cause to be prepared, and provide the Municipality with requested and non-confidential information that the involved agencies and parties, such as but not limited to the

PSC or Distribution Utility, provide to the Program Manager in furtherance of establishing the Program;

- a. Upon execution hereof, initiate all the necessary steps to secure the needed information to fulfill the customer notification requirements of the March Order, including but not limited to the following: “The CCA Administrator is required to file final versions of customer opt-out letters, after the supply procurement is finalized, that provide details on program contracts
- b. Joule shall file any request for proposals or similar solicitation seeking commodity supply or other energy services and any draft correspondence on such services with Staff for review.”
- d. Sign the ESA in a timely fashion including the conditions that the Competitive Supplier is deemed credit worthy for the duration of the ESA by review of the Program Administrator or another qualified organization, and the Competitive Supplier’s response to the Energy Procurement Request for Proposals is deemed compliant with the terms and conditions set forth in the ESA by review of the Program Administrator or another qualified organization;
- e. Provide the Municipality with timely communications content to effect customer notification requirements for approval, not to be unreasonably withheld, given the projected schedule of Program’s implementation; and
- f. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities; and
- g. Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM MANAGER FEE

Competitive Supplier shall pay Program Manager \$0.0008 for each kWh delivered, invoiced and paid for by Participating Consumers during the Term (“Program Manager Fee” or “Fee”). The Parties agree that Competitive Supplier will remit the Program Manager Fee to the Program Manager, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Joule Assets, Inc. for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

7.3 PAYMENT OF FEE

Payment to Program Manager will be made monthly by Automated Clearing House (“ACH”) (an electronic network for financial transactions) to the account set forth in Exhibit C hereto, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Consumers. The Program Manager Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Consumer during the calendar month two months prior. For example, full payments received in January will be paid by the end of March. If Competitive Supplier has paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this ESA and provide explanation of the error in sufficient detail.

Program Manager shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact, financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Manager is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Manager in connection with this ESA shall be borne wholly and completely by Program Manager. Program Manager shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Manager or any employees or agents of Program Manager.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide Firm Full-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Distribution Utility.

8.3 METERING

The Parties understand and acknowledge that the Distribution Utility will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers.

8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Distribution Utility.

8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Consumers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Consumers on Default Service. If actual meter date is unavailable, the Competitive Supplier may cause the Distribution Utility to bill based on its good faith estimates of usage. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Distribution Utility under its distribution service tariff or local transmission costs as may be imposed by NYISO or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Distribution Utility. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of Firm Full-Requirements Power Supply required to be collected by the Competitive Supplier shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. For avoidance of doubt, it is understood that the Competitive Supplier shall include gross receipts tax in its preparation of Participating Consumers' bills. Participating Consumers shall be responsible for all taxes that are customarily imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. The Parties acknowledge and agree that Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

ARTICLE 9 COMPLIANCE WITH THE MARCH ORDER

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of the March Order and any regulations, orders or policies adopted pursuant thereto.

ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its Associated Entities agrees to comply with any code of conduct or policies the PSC may adopt in accordance with the March Order and to all related Orders of Case 14-M-0224 to which the Program Manager is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

The Competitive Supplier shall, on or before the Effective Date, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for protecting the rights and protections of Participating Customers under the Home Energy Fair Practices Act which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any PSC order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with PSC regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may initiate a formal dispute resolution process by providing written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees, and will require all Associated Entities to do the same.

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Quarterly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with a quarterly report of sales which will contain: (i) the actual aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period. The quarterly report will be due to the Municipality or its agent within sixty (60) days following the close of each quarter (March 31, June 30, September 30, and December 31). The aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format, satisfactory to the Municipality and to the Program Manager.

12.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. A violation of this Article 12.1.2 shall be grounds for termination under Article 4.2(a) unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality's satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

12.1.3 Standard of Care

Competitive Supplier and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the Municipality or its agent within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Unless the Environmental Disclosure Label requirement is waived by PSC, within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current Environmental Disclosure Label required by PSC of all Competitive Suppliers to be disclosed to their Participating Consumers, which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and accounting standards. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any New York or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality and the Program Manager ("Indemnified Parties") and the Indemnified Parties' officials, officers, owners, directors, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier or its Associated Entities of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions (or omissions where there is a duty to act) of the NYISO, Distribution Utility, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality or Program Manager seeks indemnification pursuant to this Article 14, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to Bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to or for the benefit of the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the Effective Date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- b) the execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) Municipality has all authorizations from local Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) no Bankruptcy is pending or threatened against the Municipality;

15.3 BY THE PROGRAM MANAGER

As a material inducement to entering into this ESA, the Program Manager hereby represents and warrants to Competitive Supplier and Municipality as of the Effective Date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding contract of Program Manager enforceable in accordance with its terms, subject to applicable law
- b) the execution, delivery and performance of this ESA are within Program Manager's powers, have been or will be duly authorized by all necessary action;
- c) Program Manager has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) no Bankruptcy is pending or threatened against Program Manager.

ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of New York. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Competitive Supplier's insurance carrier is downgraded to a rating of lower than Best's A-, Competitive Supplier shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker's compensation insurance meeting all applicable state and federal requirements.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If despite such best efforts, a Regulatory Event affects Competitive Supplier and Program Manager and Municipality agree that Competitive Supplier is incurring excess costs as a result thereof and agrees that Competitive Supplier may recover such costs, such amount shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s).

17.2 QUALIFYING REGULATORY EVENT

If a Qualifying Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Qualifying Regulatory Event affects Competitive Supplier and Competitive Supplier incurs excess costs as a result thereof, such amount shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s).

17.3 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Consumers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Except in the event of the sale of all or substantially all of its retail electricity business to an entity with credit and service ability to deliver on all facets of this ESA reasonably acceptable to Municipality, Competitive Supplier or Program Manager shall not directly or indirectly assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier or Program Manager in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least ninety (90) days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least ninety (90) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality or Program Manager may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality or Program Manager and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

If to Municipality:

and if to Program Manager:

Attn Glenn Weinberg
Joule Assets, Inc
2 Depot Plaza
Suite 402
Bedford Hills, NY 10507

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality and the Program Manager in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier and the Program Manager in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Program Manager changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.3.

18.5 ENTIRE AGREEMENT; AMENDMENTS

This ESA constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto, duly authorized to sign such instrument.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the

Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98-M-0667.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.8 NO JOINT VENTURE

Each Party will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against any Party.

18.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.11 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective with respect to an obligation to the waiving Party and shall only be effective if made in writing and signed by the Party who is making such waiver.

18.12 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and

trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.13 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.14 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.15 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

19 REMEDIES

19.1 GENERAL

Subject to the limitations set forth in Article 19.2 below and Article 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

19.2 LIMITATIONS

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 14.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages described in the preceding sentence or other such losses claimed by third- parties.

//Signatures Follow//

IN WITNESS WHEREOF, the Parties have caused this ESA to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

PROGRAM MANAGER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

**EXHIBIT A-Part 1
PRICES AND TERMS**

**JOULE ASSETS COMMUNITY CHOICE AGGREGATION PROGRAM
DEFAULT PRODUCT**

Firm Full-Requirements Price by Rate Classification for all Participating Consumers located in Consolidated Edison of New York/New York State Electric & Gas (circle one) territory commencing service on the first Consumer meter-read date after April 30th, 2016.

Table 1:

Rate Class	Fixed Price per kWh	Discount off Distribution Utility rate
Residential	\$	na
Small Commercial	\$	na

[Final Prices will be determined prior to the beginning of the respective pricing periods]

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Consumer meter read date after and continue until the first Consumer meter read date after , unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of Firm Full-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Start-Up Service Date: Firm Full-Requirements Power Supply will commence at the prices stated above as of Participating Consumer's first meter read dates after .

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy and Renewable Energy Certificates in the Firm Full-Requirements Power Supply mix in an amount equal to New York State's Renewable Portfolio Standards in a manner designated by New York State.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established utility data drop protocols. Participating Consumers are to provide five (5) days notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such

consumer to Default Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

If you submitted a fixed price in Table 1 above, please complete Table 2 below. New Consumers who enroll or are enrolled into the Program after the first Consumer meter-read date referred to above shall be served at the fixed price in Table 1 above, plus the applicable adder for each rate class outlined below.

Table 2:

Rate Class	Adder (or subtractor) per kWh
Residential	\$0.
Small Commercial	\$0.

This adder is above (or below) the current contracted price based on the following formula:

(Average LBMP 12 months prior to Effective Date¹ MINUS Average LBMP 12 months prior to date of enrollment²) PLUS 2.5*(Capacity clearing price/kW for 12 months prior to effective date MINUS Capacity clearing price/kW 12 months prior to date of enrollment)DIVIDED BY Aggregate average kWh/customer/year in 12 months prior to enrollment.

¹ Weighted by monthly consumption of the aggregation

² Weighted by monthly consumption of the aggregation

**EXHIBIT A-Part 2
PRICES AND TERMS**

**JOULE ASSETS COMMUNITY CHOICE AGGREGATION PROGRAM
100% RENEWABLE CLEAN POWER PRODUCT**

Firm Full-Requirements Price for 100% Renewable Power Supply by Rate Classification for all Participating Consumers located in _____ service territory commencing service on the first Consumer meter-read date after _ _____ .

Table 3:

Rate Class	Fixed price per kWh
Residential	\$0.07681
Small Commercial	\$0.09650

[Final Prices will be determined prior to the beginning of the respective pricing periods]

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Consumer meter read date after __ April 30th, 2016_ and continue until the first Consumer meter read date after __ November 30, 2018_, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of 100% Renewable Firm Full-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Start-Up Service Date: 100% Renewable Firm Full-Requirements Power Supply will commence at the prices stated above as of Participating Consumer's first meter read dates after _ April 30th, 2016_.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy Certificates in the Firm Full-Requirements Power Supply mix in an amount equal to 100% of all power supplied under this exhibit.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such

consumer to Default Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

New Consumers who enroll and are enrolled into the Program after the first consumer meter-read date referred to above shall be served at the price in Table 3, above, plus the applicable adder for each rate class outlined below.

Table 4:

Rate Class	Adder per kWh
Residential	\$0.001
Small Commercial	\$0.001

Please indicate below if you are willing to replace any portion of the 100% Renewable Firm Full-Requirements Power Supply to fulfill this ESA with power supply procured or developed by the Municipality or by the Program Manager (check one)?

☒ Yes ☐ No

If you checked 'Yes' above, please indicate what cost, if any, you will levy for that replacement (specify unit cost): \$ _____.

_____ agrees to work with Municipality and Program Manager in good faith to incorporate renewable energy and/or renewable energy certificates into its supply offering for Participating Consumers choosing the renewable product option.

EXHIBIT B
TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code	Residential	Small Commercial
Standard Supply		
Municipality		
# of Default Accounts of Eligible Consumers		
	kWh	kWh
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Rate Code	Residential	Small Commercial
100% Renewable Supply		
Municipality		
# of Default Accounts of Eligible Consumers		
	kWh	kWh
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

EXHIBIT C PAYMENT SCHEDULE

<p><u>PROGRAM MANAGER GENERAL INFORMATION</u></p> <p>Contact Name:</p> <p>Telephone Number:</p> <p>E-mail Address:</p>	<p><u>MUNICIPALITY GENERAL INFORMATION</u></p> <p>Contact Name:</p> <p>Telephone Number:</p> <p>E-mail Address:</p>	<p><u>SUPPLIER GENERAL INFORMATION</u></p> <p>Contact Name:</p> <p>Telephone Number:</p> <p>E-mail Address:</p>
<p><u>CONSULTANT LEGAL NOTICE ADDRESS</u></p> <p>ATTN:</p> <p>Address:</p> <p>City, State Zip:</p> <p>Facsimile:</p>	<p><u>MUNICIPALITY LEGAL NOTICE ADDRESS</u></p> <p>ATTN:</p> <p>Address:</p> <p>City, State Zip:</p> <p>Facsimile:</p>	<p><u>SUPPLIER LEGAL NOTICE ADDRESS</u></p> <p>ATTN:</p> <p>Address:</p> <p>City, State Zip:</p> <p>Facsimile:</p>
<p><u>CONSULTANT BANK INFORMATION FOR PAYMENTS BY ACH</u></p> <p>Bank Name:</p> <p>Bank Routing Number:</p> <p>Bank Account Number:</p> <p>Federal ID:</p>		


Exhibit D Option to Supply Power

Competitive Supplier shall provide power to Participating Consumers, including the option to purchase REC's, throughout the term of this ESA and from sources of its own discretion. However, Program Manager desires to build or contract with renewable sources of energy ("Renewable Power Source") after the Effective Date of the Program for the benefit of the Participating Consumers. Upon completion of any Renewable Power Source the Program

Manager may cause to sell output from the Renewable Power Source to Competitive Supplier (directly or through an Associated Entity) under a separate Power Purchase Agreement (“PPA”). Upon mutual agreement of such arrangement and completion of the PPA, Competitive Supplier (or its Associated Entity) shall take the output of the Renewable Power source for use for the Program. Competitive Supplier and Program Manager agree that any such PPA shall include a provision which requires that Program Manager agree to a rate adjustment to Participating Consumers to compensate Competitive Supplier (or an Associated Entity) for any losses should Competitive Supplier (or an Associated Entity) need to sell off any of the original power purchased to supply the program at a lower price than it purchased it for. This PPA shall also include a provision which requires that Competitive Supplier (or an Associated Entity) agree to a rate adjustment to Participating Consumers to compensate Participating Consumers for any gains should Competitive Supplier (or an Associated Entity) need to sell off any of the original power purchased to supply the program at a higher price than it purchased it for.

MEMORANDUM

TO: City of Beacon City Council

FROM: Keane & Beane, P.C. 

RE: Community Choice Aggregation Program –
Memorandum of Understanding and Electricity Supply
Agreement

DATE: February 28, 2019

For your consideration, please find a proposed Resolution approving a Memorandum of Understanding (“MOU”) relating to the implementation of the Community Choice Aggregation Program (“CCA Program”) in the City of Beacon. The Memorandum of Understanding confirms that the City will:

1. Participate in the CCA Program to be managed on its behalf by Joule Assets, Inc. (“Joule”) as Program Manager pursuant to an Electricity Supply Agreement (“Supply Agreement”), the form of which is attached to the MOU as Exhibit “1”;
2. Agree to execute the Supply Agreement, subject to certain conditions of review and approval as set forth in the MOU and the Supply Agreement.
3. Agree to adhere to the terms and conditions of the Supply Agreement in the event it is executed.

As set forth in the MOU, the City will only be required to execute the Supply Agreement in the event:

1. Joule secures a “compliant bid” as defined in the MOU. Joule will be available to provide information about the compliant bid price at the City Council meeting.
2. A consumer may “opt out” of the CCA Program at any time, without penalty or charge.
3. The electricity supplier is determined as having the creditworthiness and overall financial capability to meet its obligations under the Supply Agreement.

It is recommend that the City Council authorize the Mayor to execute the MOU and Supply Agreement, under the terms set forth in the proposed Resolution, subject to attorney final review of the Supply Agreement, in a form substantially similar to the version attached as Exhibit 1 to the MOU.

City of Beacon Council Agenda
3/4/2019

Title:

Resolution Authorizing the City of Beacon to Apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing the Submission of a Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application by the City of Beacon	Resolution

RESOLUTION

AUTHORIZING THE SUBMISSION OF A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT APPLICATION BY THE CITY OF BEACON

WHEREAS, the Federal Emergency Management Agency (FEMA), is offering grants to municipal fire departments in order to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments, and

WHEREAS, the objective of the SAFER grant program is to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards, and

WHEREAS, the City of Beacon's Fire Department has determined that it requires at least three (3) additional career members in order to meet current National Fire Protection Association (NFPA) Standards, and

WHEREAS, the City of Beacon's Fire Department desires to apply for and obtain a grant to hire three (3) new, additional firefighters to improve staffing levels in order to meet NFPA minimum standards, and

BE IT THEREFORE RESOLVED,

- 1) that the **CITY OF BEACON** does hereby authorize the application for such a grant; and,
- 2) the **CITY OF BEACON** authorizes the expenditure of the required cost share for this grant opportunity (Year 1: 25%, Year 2: 25%, Year 3: 65%), and

NOW, THEREFORE, BE IT RESOLVED, by the City of Beacon's City Council that the Beacon Fire Department is hereby authorized to submit a SAFER Grant Application to FEMA, and upon approval of said grant request, to enter into and execute a project agreement with FEMA for such financial assistance to the City of Beacon; and be it further

RESOLVED, that the aforementioned potential grant agreement is subject to the approval of the City Attorney as to form and content.

(signature)

Randy Casale, Mayor – City of Beacon

CERTIFICATION:

I, Iola C. Taylor, the clerk of the City of Beacon hereby certify that at a meeting of the City Council on (_____) the above *RESOLUTION* was duly adopted.

AFFIX GOV'T,
CORPORATE OR
NOTARY SEAL

(signature) City Clerk

City of Beacon Council Agenda
3/4/2019

Title:

Resolution to Refer an Application for a Small Cell Wireless Facility Special Use Permit Submitted by Verizon Wireless for 110 Howland Avenue to the Dutchess County Planning Board and the City Planning Board for Report and Recommendation

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution to Refer 110 Howland Avenue to the City of Beacon and Dutchess County Planning Boards	Resolution



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ____ OF 2019**

**A RESOLUTION TO REFER AN APPLICATION FOR A SMALL CELL
WIRELESS FACILITY SPECIAL USE PERMIT SUBMITTED BY VERIZON
WIRELESS FOR 110 HOWLAND AVENUE TO THE DUTCHESS COUNTY
PLANNING BOARD AND THE CITY PLANNING BOARD FOR REPORT
AND RECOMMENDATION**

WHEREAS, the City Council has received an application submitted by Verizon Wireless (the “Applicant”) for a Small Cell Wireless Facility Special Use Permit to install a new 52 foot tall wood utility pole, two antennae and related equipment on privately-owned property located at 110 Howland Avenue in the R1-40 Zoning District, known and designated on the Tax Map of the City of Beacon as Parcel ID #6054-14-347464 (the “Proposed Action”); and

WHEREAS, special use permit approval by the City Council pursuant to Section 223-24.5 of the City Code is required to install a new utility pole for a small cell facility which is over fifty feet in height; and

WHEREAS, Section 223-24.5.E of the City Code requires the City Council to refer every application for a small cell wireless facility to the Planning Board for report and recommendation thereon before the public hearing.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby refers Verizon’s Small Cell Wireless Facility Special Use Permit application for 110 Howland Avenue to the Dutchess County Planning Board and the City Planning Board for a report and recommendation.

Resolution No.		of 2019		Date: <u>March 4, 2019</u>			
Amendments				2/3 Required.			
Not on roll call.				3/4 Required			
		On roll call					
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					
		Motion Carried					

City of Beacon Council Agenda
3/4/2019

Title:

City Council Meeting Minutes January 7, 2019

Subject:

Background:

ATTACHMENTS:

Description	Type
City Council Meeting Minutes January 7, 2019	Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on January 7, 2019. Please note that the video recording of this meeting is available at <https://vimeo.com/channels/40154/page:2>

Council Members Present:

Lee Kyriacou, At Large
George Mansfield, At Large
Terry Nelson, Ward One
John Rembert, Ward Two
Jodi McCredo, Ward Three
Amber Grant, Ward Four
Randy Casale, Mayor

Council Members Absent:**Also Present:**

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

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

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

Speakers:**Stanislaw Yankowski**

Spoke about the current wireless law, the small cell wireless law and Verizon's application for Howland Center. He discussed Verizon's need to tell City officials the exact location of future wireless facilities. He also wanted to ensure that the small cell facilities are subject to the same regulations as the non-small cell wireless facilities.

Nick Ward-Willis

Responded to Mr. Yankowski by confirming that the regulations for the non-small cell facilities and the small cell facilities should mirror each other.

Theresa Kraft

Concerned about the City planning process. She does not want another four-story building on Main Street. She would like more transparency in the City planning process. Overdevelopment is a problem for parking, traffic, and quality of life in residential areas. Beacon should institute a Historic Preservation Commission which is independent of the Council in order to protect the City's heritage.

Public Hearings: No public hearing scheduled.**Council Member Reports:**Amber Grant:

No report.

John Rembert:

Asked the public to please stop double parking on Main Street.

Lee Kyriacou:

Hopes everyone had a nice holiday.

George Mansfield:

No report.

Jodi McCredo:

Would like to explore the possibility of alternate side parking on Main Street.

Terry Nelson:

Happy New Year and thank you to everyone who has contacted him in the last year; thank you for helping him become a better council person.

Anthony Ruggiero, City Administrator:

Read a following letter addressed to Susan Tucker, the Director of Finance, granting her the right to collect County taxes and City taxes.

Mayor Casale:

Wished everyone a happy new year. Thanked his former assistant Lisa Edelson. She has left to pursue her own career and we will announce a replacement soon. Additionally, Dave Buckley has been named the Acting Building Inspector. We will have a resolution for this at the next Council meeting. We will also discuss a parking plan.

Resolutions, Ordinances and Local Laws:**1. A resolution establishing City Council Meeting Times for 2019**

- Motion by Council person Nelson
- Second by Council person McCredo
- Resolution passes 7-0

2. A resolution designating Official Newspaper

- Motion by Council person Rembert
- Second by Council person McCredo
- Resolution passes 7-0

3. A resolution authorizing Contract Renewal with John Clarke Planning & Design, LLC for 2019 Planning Services

- Motion by Council person Mansfield
- Second by Council person Nelson
- Resolution Passes 7-0

4. A resolution authorizing Contract Renewal with Keane & Beane for 2019 Legal Services

- Motion by Council person Rembert
- Second by Council person Mansfield
- Resolution passes 7-0

Nick Ward-Willis

Thanked the Mayor and Council for passing this resolution.

5. A resolution authorizing Contract Renewal with Lanc & Tully for 2019 Engineering Services

- Motion by Council person Mansfield
- Second by Council person Rembert
- Resolution passes 7-0

6. A resolution setting a public hearing for January 22, 2019 to receive public comment on the Capital Plan

- Motion by Council person Nelson
- Second by Council person McCredo
- Resolution passes 7 – 0

Amber Grant

Asked if this would be workshopped before the public hearing.

Mayor Casale

Responded by saying that yes, this will be workshopped. Additionally, the asset management plan is coming along well.

7. A resolution reappointing City Administrator

- Motion by Council person Mansfield
- Second by Council person Rembert
- Resolution passes 7-0

Anthony Ruggiero

Thanked the Council and Mayor for passing the resolution.

8. A resolution authorizing electronic delivery of proposed local laws to members of the local legislative body

- Motion by Council person Nelson
- Second by Council person McCredo
- Resolution passes 7-0

Approval of Minutes

Motion to approve council minutes from December 17, 2018

- Motion by Council person Grant
- Second by Council person McCredo
- Motion passes 7-0

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

Mayor Casale

Mentioned that the public hearing for February 4, 2019 will be to receive public comment on the proposed local law to amend section 223 – 24.5 of the code of the City of Beacon.

Speakers:

No speakers.

Adjournment:

- Motion by Council person Rembert
- Second by Council person McCredo
- Motion passes 7-0

Next Workshop: January 14, 2019

Next Meeting: January 22, 2019

City of Beacon Council Agenda
3/4/2019

Title:

City Council Meeting Minutes February 4, 2019

Subject:

Background:

ATTACHMENTS:

Description	Type
City Council Meeting Minutes February 4, 2019	Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on February 4, 2019. Please note that the video recording of this meeting is available at <https://vimeo.com/channels/40154>

Council Members Present:

Lee Kyriacou, At Large
George Mansfield, At Large
Terry Nelson, Ward One
John Rembert, Ward Two
Jodi McCredo, Ward Three
Amber Grant, Ward Four
Randy Casale, Mayor

Council Members Absent:**Also Present:**

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

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

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

Speakers:

Speakers: Louis Amoroso Sr.

Commended the Mayor on getting in touch with Assembly person Jonathan Jacobson to push for traffic alterations to alleviate congestion on 9D heading onto the Newburgh Beacon Bridge and to allow for a smoother ride for drivers exiting Van Ness Road.

He put an application in for the Planning Board but was denied. He believes he had enough credentials. It is not fair to interview the board appointees as the Council did the previous week during a workshop meeting. The Council should not micromanage the boards and committees.

Stanislaw Yankowski

He came to speak about the biological negative effects on people, animals, and vegetation that result from wireless providers. We should protect the residents, especially the children. A Verizon salesman and manager told him that there were no problems (gaps) in coverage in Beacon. However, the Verizon lawyers say there are gaps. Mr. Yankowski read a warranty from Verizon which stated that they would not guarantee pollution with many exceptions which he read off. He then read a notice that was put on twenty two cell phone towers in Woodbury Long Island warning people to stay at least four feet away from the tower because of hazardous radio frequencies.

He mentioned another notice from a town in California saying that people working on certain antennas need to wear a specific shield for safety.

Nick Ward-Willis, City Attorney

He responded to Mr. Yankowski by saying that the federal government passed a statute saying that local governments don't have the ability to examine the health impacts of cellular facilities. So long as the cellular provider meets the FCC criteria.

Theresa Kraft

The Melzingah Tap House sign is still laying on the ground two weeks after it was brought to the Council's attention. New four-story buildings being constructed are actually not four-story buildings due to their additional amenities such as roof top outdoor gardens and community use spaces.

The City Comprehensive Plan has turned into a nightmare. If we can't meet our own guidelines, we should not have them. Rhinebeck does not have four-story buildings, maybe Beacon shouldn't either. The comprehensive plan should be re-written every five years, not every ten years.

Regarding term limits, there is a petition on change.org and social media calling for the hiring of an ombudsman and for term limits for city officials.

Public Hearings:

No. 1: Public Hearing on Proposed Local Law to Amend Section 223-24.5, Wireless Telecommunication Services Facilities; Section 23-25, Site Development Plan Approval; Section 26.4, Small Cell Wireless Telecommunications Facilities; And Section 223-63, Definitions of the Code of the City of Beacon

Theresa Kraft

We should be very concerned about Verizon 5G technology. We should educate our elected officials on the harms of this technology. We urge you to argue aesthetics, loss of coverage, loss of property value, and no significant coverage gap. Just say no.

Stanislaw Yankowski

Would like to make sure that the Council inspects the small cell wireless facilities at least once per year. When the wireless facilities are only eight feet high this is irritating and may be unsafe to have the facilities so close to peoples' heads. I hope you do whatever you can to protect the people, especially children, this radiation is dangerous to children, it's a cumulative effect. He then said he would be protected because he has his own shield. Mr. Yankowski proceeded to

place a baseball cap wrapped in tin foil on his head, in the process saying “I’m ready. Ready Teddy.”

Motion to adjourn the Public Hearing until February 19th

- Motion by Council person Nelson
- Second by Council person Rembert
- Motion passes 7-0

No. 2: City of Beacon Capital Plan

Anthony Ruggiero, City Administrator read the Capital Plan which can be found here:
<http://agenda.cityofbeacon.org/CoverSheet.aspx?ItemID=5616&MeetingID=381>

No speakers

Motion to close the public hearing

- Motion by Council person Rembert
- Second by Council person McCredo
- Motion passes 7-0

Mayor Casale:

The Mayor pointed out that there are some capital plan improvements based upon some of the studies the City has been conducting, including the sewer consolidation study with the Town of Fishkill and the Village of Fishkill. Good things are coming out of these studies.

Council Member Reports:

Amber Grant:

Would like to see the Council define *viewshed* so they can provide good guidance to their boards. She thinks that the Council should revisit what is meant by “temporary signs.” There will be a meeting at the Recreation Center February 19th at 7 pm to discuss the master plan for Green Street Park. Residents are welcome to attend and provide input.

John Rembert:

Reminded the public that the Dr. Rev Martin Luther King Jr. Parade has been rescheduled to February 16th at 10 am.

Lee Kyriacou:

He would like to discuss policy considerations with regard to the sign law. He opposes maximum penalties for sign violations. He wants an open-ended discussion.

George Mansfield:

Told the public to contact their party if anyone wants to run for office.

Jodi McCredo:

Would like to workshop balconies that hang over Main Street. There will be a fundraiser for the Rombout Middle School. It will be a basketball game on Valentine's Day, the public can go to romboutpta.org for tickets.

Terry Nelson:

There is currently a bill in the assembly that would cap rent increases at 3 percent. A landlord would have to justify any higher raises. He hopes this is something the Council can talk about to put a cap on the rent increases in the City of Beacon.

Anthony Ruggiero, City Administrator:

Reached out to Hudson River Housing to come in and go over the affordable housing law.

Mayor Randy Casale:

A resolution will be placed on the agenda for next week's workshop regarding a property tax extension for federal furloughed workers.

The Mayor read a prepared statement regarding the National Salute to Veteran Patients Week. See below.

National Salute to Veteran Patients Week

National Salute to Veteran Patients Week will be celebrated next week from February 10th through the 16th. Salute to Veteran Patients Week serves three purposes.

Firstly, it serves as a reminder for us to pay tribute and express appreciation to Veterans. Secondly, it increases community awareness of the role of the Veterans Affairs Medical Center and thirdly it encourages

citizens to visit hospitalized Veterans and to become involved as volunteers.

I highly encourage anyone interested in volunteering to stop by the Veterans Hospital at Castle Point off of Route 9D at 41 Castle Point Road on Mondays or Wednesdays to pick up a volunteer packet. If you don't have time to volunteer but would still like to show your appreciation to Veteran's; Castle Point is always happy to receive Valentines Cards for Veterans.

The Mayor read aloud a letter he received from Rob Outer notifying the City of his retirement from the Recreation Committee

Dear Mayor Casale,

I will be retiring from Beacon Recreation Committee. I can no longer attend the meetings and be an active member of the committee.

It has been my pleasure and enjoyment to serve on the committee. Beacon has come a long way improving the lives of the children and adults with the services provided.

Thank You for the opportunity to serve this great city.

Sincerely,



Robert A. Outer

Resolutions, Ordinances and Local Laws:

1. A Resolution Authorizing the Adoption of a Capital Plan for the City of Beacon

- Motion by Council person Nelson
- Second by Council person Mansfield

- Resolution passes 7-0

2. A Resolution Confirming the Reappointment of David Jensen to the Zoning Board of Appeals

- Motion by Council person Rembert
- Second by Council person McCredo

Council person Lee Kyriacou

Made a motion to combine the Planning Board and the Zoning Board appointments into one resolution.

- Motion by Council person Kyriacou
- Second by Council person Grant
- Resolution passes 7- 0

A Resolution Confirming the Appointment of J. Randall Williams, Jill Reynolds and Gary Barrak to the Planning Board and David Jensen and Robert Lanier to the Zoning Board of Appeals

- Motion by Council person Kyriacou
- Second by Council person McCredo
- Resolution passes 7 – 0

Council person Lee Kyriacou

Discussed three topics, the Planning Board appointments, the ZBA appointments and the upcoming retreat with the Planning Board, ZBA and City Council.

The Planning Board is the most important board in Beacon right now. He advised the Planning Board to be respectful, and to be understanding of people with strong views.

This is the advice he provided for the ZBA: The job of the ZBA is to disallow what the Council enacts as the zoning laws on the city, don't be afraid to say no. It is a very important role.

Mr. Kyriacou is pleased to have an upcoming retreat with the Council, ZBA and Planning Boards. He would like to get started working on an agenda for the meeting sooner rather than later.

Council person Jodi McCredo

She thanked the Planning Board and Zoning Board members and said she is excited to work with all of the members.

3. A Resolution Appointing the Superintendent of Streets

- Motion by Council person Grant
- Second by Council person Nelson
- Resolution Passes 7-0

4. A Resolution Authorizing A Dog Housing Control Agreement with Dutchess County

- Motion by Council person Rembert
- Second by Council person Mansfield
- Resolution passes 7-0

5. A Resolution Rejecting University Settlement Pool Improvement Bids

- Motion by Council person Nelson
- Second by Council person McCredo
- Resolution passes 7-0

6. A Resolution Accepting River Ridge Performance Bond

- Motion by Council person Mansfield
- Second by Council person Nelson
- Resolution passes 7-0

7. A Resolution Authorizing a Stormwater Control Facility Maintenance Agreement and Easement Regarding 32 Alice Street

- Motion by Council person Rembert
- Second by Council person Nelson
- Resolution passes 7-0

8. A Resolution Authorizing Sale of COB Property Adjacent to 790 Wolcott Avenue

- Motion by Council person Grant
- Motion by Council person McCredo
- Resolution passes 7-0

9. A Resolution Authorizing Contract with Beacon Residential LLC for Improvements to Green St. Park

- Motion by Council person Grant
- Second by Council person McCredo
- Resolution passes 7-0

Anthony Ruggiero, City Administrator

Explained that the money used for the project is from a Community Development Block Grant and it could not be rolled into a different project.

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

Speakers:

No speakers

Adjournment:

- Motion by Council person Rembert
- Second by Council person McCredo
- Motion passes 7-0

Next Workshop: February 11, 2019

Next Meeting: February 19, 2019

City of Beacon Council Agenda
3/4/2019

Title:

City Council Meeting Minutes February 19, 2019

Subject:

Background:

ATTACHMENTS:

Description	Type
City Council Meeting Minutes February 19, 2019	Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on February 19, 2019. Please note that the video recording of this meeting is available at <http://agenda.cityofbeacon.org/CoverSheet.aspx?ItemID=5616&MeetingID=381>

Council Members Present:

Lee Kyriacou, At Large
George Mansfield, At Large
Terry Nelson, Ward One
John Rembert, Ward Two
Jodi McCredo, Ward Three
Amber Grant, Ward Four
Randy Casale, Mayor

Council Members Absent:**Also Present:**

Anthony Ruggiero, City Administrator
Drew Gamils, City Attorney

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

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

Speakers:**Speakers: Theresa Kraft**

Overcrowding in Beacon is a result of overdevelopment, security and safety may be compromised. For example, fires will be harder to fight. Increasing the number of people increases the potential for fires. We do not have enough firefighters to cope. High density condos and apartments are larger and higher than this city is accustomed to, we are setting ourselves up for failure. Too big, too many and too soon. We should be protecting our Tree City USA status.

Dr. Frank Griggs signed a petition to preserve the Tioronda Bridge.

Antonia Maelk

She spoke in favor of the Green Light legislation saying it puts some muscle behind the safe and welcoming city resolution. It is also a huge opportunity to improve public safety for all.

Athena Torri

Spoke in favor of the Green Light legislation asking the Council members to pass the resolution.

Joe Burden

Spoke out against the noise coming from Billy Joe's in Newburgh asking if the Council would retain a noise specialist to begin addressing the problem.

Mayor Casale

Responded to Joe Burden by saying that himself, NY State Assembly person Jonathan Jacobson, City of Newburgh officials and the owner of Billy Joes will be meeting in Newburgh next week to discuss the issue. The Mayor will report on that meeting to keep the public up to date.

Council person Kyriacou

Confirmed that the noise is coming from Billy Joe's.

Public Hearings:

No. 1:

Public Hearing on Proposed Local Law to Amend Section 223-24.5 Wireless Telecommunication Services Facilities; Section 223-25, Site Development Plan Approval; Section 223-26.4, Small Cell Wireless Telecommunication Facilities; And Section 223-63, Definitions of the Code of the City of Beacon

Drew Gamils, City Attorney

The City Attorney discussed all changes that had been made to the law since February 4, 2019. These changes regarded the following: height limitations, collocation agreements, clarification of antennas versus antenna equipment, and accessory equipment.

Stanislaw Yankowski

Stated that he was satisfied with the law and complimented those who helped to craft it. He did have a few issues which he brought up, they include the following: Priority zoning is not in the small cell law, it should be; the facilities should be more than 20 feet away from homes; regular cellular facilities should not be permitted to obstruct traffic; the City needs to ensure that the meters are inspected at least annually; the height of the meters may become a problem; smart meters may be dangerous.

Theresa Kraft

Stated that the City should be cautious about 5G technology, it may not be about faster internet service and instead may be about "big brother" in your living room.

Drew Gamils, City Attorney

Responded to Stanislaw by agreeing that the law will need to be updated in the future. Small cell applicants are not exempt from review. Cellular facilities are discouraged from being placed in historic and residential districts.

Council person Mansfield

Asked the City Attorney how to deal with wireless companies when they refuse to avoid using ground technology instead of stealth technology.

Drew Gamils, City Attorney

Responded by saying that under the FCC the City cannot outright say “no” the City must instead provide a record that there is a feasible alternative for that location.

Council person Jodi McCredo

Asked the Council how they felt about language in the law regarding inspections of wireless telecommunication facilities.

Mayor Casale, Council person Kyriacou, Drew Gamils, and Anthony Ruggiero stated that they believe the language is appropriate as it stands.

Stanislaw Yankowski

Reclaimed some of his public hearing time to discuss who will pay for the inspections, the City or the wireless company. Drew Gamils said that the wireless company will not continuously pay for inspections.

Motion to close the Public Hearing

- Motion by Council person Mansfield
- Second by Council person Rembert
- Motion passes 7-0

Council Member Reports:Amber Grant:

Asked about Climate Smart Communities Coordinator (s)

Anthony Ruggiero

Said that he and Collin Milone, the Assistant to the Mayor, met to discuss Climate Smart Communities and they also interviewed someone. He said he does not have a problem writing a resolution when someone is chosen.

John Rembert:

Reminded the public to clean their sidewalks within 24 hours of snowfall.

Lee Kyriacou:

Showed pictures of the Tioronda Bridge dating back to the 1800s using the televisions in the court room. (Video footage can be found here at the 38:20 mark of the Council Meeting dated January 19, 2019

<http://agenda.cityofbeacon.org/CoverSheet.aspx?ItemID=5616&MeetingID=381>) He explained the different historical characteristics of the bridge. He noted that the bow trusses are low to the bridge deck and would have to be incorporated into an additional safety feature such as rails.

George Mansfield:

Noted that business owners on Main Street are wondering if the City could look into public restrooms along Main Street.

Jodi McCredo:

Encouraged the public to talk to each other in order to regain the sense of community that many people feel that Beacon has lost.

Terry Nelson:

Asked the public to be responsible and shovel their sidewalks so no one gets hurt.

Resolutions, Ordinances and Local Laws:

- 1. A Resolution to Adopt Local Law to Amend Section 223-24.5, Wireless Telecommunication Services Facilities, Section 223-25, Site Development Plan Approval, Section 223-26.4, Small Cell Wireless Telecommunications Facilities, and Section 223-63, Definitions of the Code of the City of Beacon Concerning Wireless Telecommunication Facility Services**
 - Motion by Council person Grant
 - Second by Council person Rembert
 - Resolution passes 7-0
- 2. A Resolution Amending the Fee Schedule Concerning Wireless Telecommunication Services Facilities**

- Motion by Council person McCredo
- Second by Council person Grant
- Resolution passes 7-0

Anthony Ruggiero, City Administrator

Noted that the FCC states the City can only charge “reasonable fees.” The fees found in this resolution were developed with input from both the Highway Department and the Building Department.

3. A Resolution Appointing Dave Buckley as Building Inspector II

- Motion by Council person Kyriacou
- Second by Council person Mansfield
- Resolution Passes 7-0

Council person Kyriacou

Dave Buckley has done a tremendous job.

Mayor Casale

Dave Buckley was working with Dutchess County prior to working for the City of Beacon.

Council person Kyriacou

His personal experience working with Dave Buckley was exceptional.

4. A Resolution Adopting the City of Beacon Investment Policy

- Motion by Council person Grant
- Second by Council person McCredo
- Resolution passes 7-0

5. A Resolution in Support of the Green Light Legislation to Ensure Equal Access to Driver's Licenses for all Residents of New York State

- Motion by Council person Grant
- Second by Council person Rembert
- Resolution passes 7-0

Mayor Casale read the resolution which can be found below.

NYS LOCALITY RESOLUTION IN SUPPORT OF THE GREEN LIGHT LEGISLATION TO ENSURE EQUAL ACCESS TO DRIVER'S LICENSES FOR ALL RESIDENTS OF NEW YORK STATE.

WHEREAS, All residents of New York State, regardless of immigration status, should have equal access to driver's licenses; and

WHEREAS, New York State currently bars hundreds of thousands of immigrants in our state from obtaining driver's licenses due to their immigration status; and

WHEREAS, Without access to licenses, many immigrants are unable to purchase, register, and insure their own vehicles and so face major barriers to meeting the most basic needs of day to-day life: traveling to work, school, grocery shopping, medical appointments, and places of worship; and

WHEREAS, Expanded immigrant access to driver's licenses will reduce the number of uninsured vehicles on the road, thereby lowering insurance premiums for all New York motorists; and

WHEREAS, With New York State currently in the process of redesigning its license policies to comply with the federal REAL ID Act by the 2018 deadline, now is the ideal moment to remove immigration status restrictions for driver's licenses;

NOW, THEREFORE BE IT RESOLVED, that the City of Beacon City Council calls on the New York State Legislature to move forward Drivers Licenses Bill A10273, granting access to licenses for all residents of New York State.

Council person Grant

The bill number has been updated to A3675.

6. A Resolution Setting Public Hearing on Local Law Amending Chapter 199, Article IX, Section 39 of the Code of the City of Beacon Concerning the Cold War Veteran's Real Property Tax Exemption

- Motion by Council person McCredo
- Second by Council person Rembert
- Resolution passes 7 – 0

Mayor Casale

This resolution removes a time limitation for Cold War veterans to receive the tax exemption.

7. A Resolution Adopting Provision of Real Property Tax Law Granting A Temporary Extension for Payment of Real Property Taxes for Furloughed Federal Employees

- Motion by Council person Grant
- Second by Council person McCredo
- Resolution passes 7-0

Approval of Minutes

Motion to approve council minutes from January 22, 2019.

- Motion by Council person Grant
- Second by Council person McCredo
- Motion passes 7-0

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

Speakers:

Julie Shiroishi

Spoke as a representative for Assembly Person Jonathan Jacobson and thanked the Council for passing the Green Light resolution. Assembly Person Jacobson wants all New York drivers to be licensed and insured.

Adjournment:

- Motion by Council person Rembert
- Second by Council person Grant
- Motion passes 7-0

Next Workshop: February 25, 2019

Next Meeting: March 4, 2019