

APPENDIX A
AGENCY CORRESPONDENCE
CASE 10-T-0139



THE CITY OF NEW YORK

DEPARTMENT OF TRANSPORTATION
55 Water Street, 9th Floor
New York, New York 10041

And

DEPARTMENT OF PARKS & RECREATION
The Arsenal
830 Fifth Avenue
New York, New York 10065

REVOCABLE CONSENT AGREEMENT (the "Consent")

WHEREAS, CHPE LLC (the "Grantee"), a company organized and existing under the law of the State of New York and duly authorized to do business in the State of New York, having its principal place of business at Peter Schuyler Building, 600 Broadway, Albany, New York, 12207, and the City of New York (the "City") acting by and through the New York City Department of Transportation ("DOT") and the New York City Department of Parks and Recreation ("Parks" and collectively with DOT, the "Grantors" and each a "Grantor");

WHEREAS, the Commissioner of DOT is authorized to grant revocable consents with respect to City property pursuant to Section 364 of Chapter 14 of the New York City Charter, including those agreements for the design, installation, construction, maintenance, use, operation, repair, replacement, inspection, access, excavation, protection, breakthrough, deactivation, alteration or removal of utility cables, conduits, vaults and related facilities on City properties;

WHEREAS, the Commissioner of Parks (the "Commissioner") is charged with the management, maintenance and operation of City parks and recreation facilities under the jurisdiction of Parks pursuant to Section 533 of Chapter 21 of the New York City Charter, including Astoria Park (the "Park") located in the Borough of Queens;

WHEREAS, the Commissioner, with approval from DOT, agrees to grant a revocable consent and to have the City Property (as defined herein) under Parks jurisdiction burdened by the Structure (as defined herein) subject to the terms and conditions stated herein;

WHEREAS, Grantee is developing a 1,250 MW high voltage alternating current ("HVAC") subterranean transmission connection project along with associated equipment and facilities, including a 2.42 feet by 4.04 feet concrete duct bank

2022-027092

H.D. 07/01/2022

containing six (6) eight-inch PVC duct pipes and three (3) 2-inch PVC duct pipes, running for a total length of 15,074 feet (the "Project"). The installation shall

consist of up to nineteen (19) 32 feet by 12 feet by 10 feet cable splicing vaults, together with manholes, installed along an alignment to emanate from Con Edison's Astoria Generating Complex on 20th Avenue and follow the approved route through Astoria in the Borough of Queens, NY and terminate at the Con Edison Rainey Substation along 35th Avenue. The approximately 3-mile-long proposed system shall transmit the Project's power at 345kV HVAC as a component part of the Project's overall system which will be capable of delivering approximately 10.4 TWh/year of energy;

WHEREAS, Grantee has petitioned for consent to design, install, construct, maintain, use, operate, repair, replace, inspect, access, excavate, protect breakthrough, deactivate, alter or remove (collectively, the "Work") an approximately 3 mile portion of the Project's HVAC segment under 20th Avenue, Shore Boulevard, Astoria Park South, 14th Street, Broadway, and Vernon Boulevard in Astoria Queens, municipal roadways under the jurisdiction of the DOT, as well as a portion of Shore Boulevard between the intersections of Ditmars Boulevard and Astoria Park South, a roadway under Parks' jurisdiction (the "Structure") under, along and through Astoria, in the Borough of Queens on real property owned by the City of New York and under the jurisdiction of DOT and Parks (the "City Property"); and

WHEREAS, the City acting by and through DOT and Parks, agrees to grant such consent and to have the City Property burdened by the Structure subject to the terms and conditions stated herein.

IT IS HEREBY AGREED:

1. Consent granted.

- (a) The consent of DOT as Grantor is hereby granted to Grantee, to perform the Work and use the Structure under, along and through the City Property under 20th Avenue, a portion of Shore Boulevard, Astoria Park South, 14th Street, Broadway, and Vernon Boulevard in Astoria Queens, which are municipal roadways under the jurisdiction of the DOT; and
- (b) The consent of Parks as Grantor is hereby granted to the Grantee, to perform the Work and use the Structure under, along and through the City Property located at Block 898, Lot 1 (in the Borough of Queens), including a portion of Shore Boulevard beginning at the south side of Ditmars Boulevard proceeding to the north side of Astoria Park, the Structure to be used as described in the definition of the "Project" above and to be as shown upon sheets 29 through 36 of a plan entitled:

"Plan showing location of proposed conduit and vault to be constructed under, across and along 20th Ave., Shore Blvd., Astoria Park South,

14th Street, Broadway, and Vernon Blvd. Borough of Queens to accompany application dated 12/22/2021 of CHPE LLC to the Department of Transportation, City of New York"

--and signed by CHPE LLC by Ayokunle Kafi, PE, Vice President of Project Services, a copy of which is attached hereto as **Exhibit A** and made a part hereof.

2. Term. This Consent shall continue at the pleasure of the Grantors and shall be revocable at any time by the Grantors and shall expire on the 30th of June following the tenth anniversary of its approval by the Mayor (the "Expiration Date"). The Grantee agrees that not later than six months prior to the aforesaid expiration of the term of this Consent, Grantee will petition the Grantors in writing for either a renewal or discontinuance thereof.

If this is a new consent, such privilege shall become effective on the date of final approval of this Consent by the Mayor (the "Approval Date"). Pursuant to the New York City Charter, this Consent shall not be implemented until it is registered with the Comptroller of the City of New York.

If this is a renewable consent, such privilege shall become effective on the day after the expiration of the previous term of this privilege. The date of final approval of the renewal consent by the Mayor shall also be referred to as the Approval Date.

3. Annual compensation. (a) DOT shall issue an invoice to the Grantee on an annual basis. The Grantee shall remit payment into the treasury of the City as compensation for the privilege hereby granted the compensation described below.

If this is a new consent, the first annual period shall commence on the Approval Date and shall terminate on the next June 30th following the Approval Date. The first annual period dates and the amount due for such period shall be as indicated on line one of paragraph 3(b), below, prorated from the Approval Date to the end of such first period.

If this is a renewable consent, the first annual period shall commence with the first period described in paragraph 3(b), below. The amount due shall be as indicated on line one of paragraph 3(b), below, less all prior payments made for this period, pursuant to paragraph 3(c), below.

An invoice setting forth the amount due for the first period shall be provided by DOT within thirty (30) days after the Approval Date. The first payment due shall be made within thirty (30) days after the date of such invoice.

(b) For the first year of the consent, the annual period commencing on the date of the final approval of this consent by the Mayor (the "Approval Date") and terminating on June 30, 2023:

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|--|-----------------------|
| | - \$405,235/per annum |
| For the period July 1, 2023 to June 30, 2024 | - \$411,832 |
| For the period July 1, 2024 to June 30, 2025 | - \$418,429 |
| For the period July 1, 2025 to June 30, 2026 | - \$425,026 |
| For the period July 1, 2026 to June 30, 2027 | - \$431,623 |
| For the period July 1, 2027 to June 30, 2028 | - \$438,220 |
| For the period July 1, 2028 to June 30, 2029 | - \$444,817 |
| For the period July 1, 2029 to June 30, 2030 | - \$451,414 |
| For the period July 1, 2030 to June 30, 2031 | - \$458,011 |
| For the period July 1, 2031 to June 30, 2032 | - \$464,608 |
| For the period July 1, 2032 to June 30, 2033 | - \$471,205 |

Annual payments shall be made in advance on or before August 1 of each year, provided, however, that the first payment shall be made as provided in paragraph 3(a), above.

(c) In the event the Grantee continues Work on the City Property with all or any of the Structure after and in spite of the revocation, termination or expiration of this Consent, the Grantee shall continue to comply with the provisions of this Consent throughout the period of continued occupation, provided that any such continued occupation shall in no way be construed as a renewal or other extension of this Consent, nor as a limitation on remedies, if any, available to the City under this Consent or by law as a result of such continued occupation. Grantee agrees to pay to the City the compensation as set forth herein at the rate in effect at the time of such termination or expiration and in the manner set forth herein, together with all taxes it would have been required to pay had its maintenance and operation been duly authorized. Such payments shall not be deemed to constitute an extension of this Consent and all of the City's rights shall remain in full force and effect notwithstanding such payments. Such rate of compensation shall continue up to the date of the completion of restoration of the City Property, including after the removal, or deactivation at the discretion of the respective Grantor of the Structure. During the period of continued Work the Grantee shall be bound by all of the terms and conditions of this Consent.

(d) In the event that a future agreement for this Structure becomes effective subsequent to the expiration of this Consent, it is understood and agreed that as a condition of such future grant of consent the fees charged under such grant may be at the rate in effect during the period following the expiration date of this Consent.

(e) In the event any payment is not made on or before the date such payment is due, interest on such payment shall apply from the date such payment is due at the rate of one and one-half percent (1 1/2%) per month. If the Grantee shall fail to pay such compensation or taxes, or the interest thereon, if any, the Comptroller

may withdraw the amounts thereof from the security fund, which shall be submitted in the form of a Letter of Credit, referenced in Section 17 herein. If the compensation or taxes owed exceeds the amount available to be drawn under such security fund the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand.

(f) The compensation provided herein shall not be considered in any manner in the nature of a tax but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any local law of the City or by any law of the State of New York.

4. Removal or deactivation of structure. Within ninety (90) days after the revocation, expiration or termination of this Consent, the Grantee shall propose a plan to cause the Structure to be removed or deactivated within one year of the finalization of the plan approved by the respective Grantor, and all of the street and sections of the Park affected thereby to be restored to its proper condition to the satisfaction of the respective Grantor within the timeline agreed on by the Grantee and the respective Grantor in accordance with such plan. The entire cost of such work shall be borne by the Grantee.

If Grantee fails to so remove or deactivate the Structure, or so restore such City Property within the time period stated above, the respective Grantor shall have the right to cause the Structure to be removed or deactivated and such City Property to be restored to the satisfaction of the respective Grantor. The cost to the City of causing such removal or deactivation and/or restoration shall be recovered from the security fund as provided for in this Consent. If the cost of removal or deactivation and/or restoration exceeds the amount available in such security fund, the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand. Grantee shall remain under a continuing obligation to comply with the terms and conditions of this Consent including, but not limited to, maintaining insurance and indemnifying the City as required in Section 21 of this Consent, and maintaining and repairing the Structure until the Structure is removed or deactivated. This provision shall apply even if the Grantee seeks bankruptcy protection and the contract is rejected by the Grantee or any successor to the Grantee, including a trustee in bankruptcy, before the Structures have been removed or deactivated. Any cost to the respective Grantor of causing the removal or deactivation and/or restoration of the City Property incurred after the Grantee seeks bankruptcy protection shall constitute an administrative claim of the Grantee's bankruptcy estate in accordance with applicable bankruptcy laws.

5. Restrictions Against Transfer of Use of Consent. This Consent is for the exclusive use of the Grantee and solely for the purpose hereinabove mentioned and this Consent for use shall not, either in whole or in part, be sold, assigned, leased, mortgaged, pledged or sublet in any manner, nor shall title thereto, or right, interest or property therein pass to or vest in any other person, firm or entity whatsoever, either by the acts of the Grantee or by operation of law, without the express written approval of the Grantors, which approval may be withheld by the

Grantors in their sole discretion; provided that the Grantors' consent shall not be required for the Grantee to pledge or assign this Consent specifically in connection with financing arrangements so long as Grantee provides written notice to the Grantors of such pledge or assignment. Notwithstanding the above, in the event that the Grantee sells or otherwise disposes of the Structure that is the subject of this Consent or transfers assigns or rejects the Consent as part of the Grantee's bankruptcy proceeding, the terms of this Consent and all obligations thereunder, including the obligations to perform the Work, shall be binding upon the successor of the Structure owned by Grantee and/or any transferee, assignee or purchaser for value of the Consent, including any trustee in bankruptcy, as if such successor in interest were the Grantee hereunder, regardless whether the sale, transfer or assignment of the Structure and/or of the Consent is made free and clear of all liens, claims and encumbrances.

6. Filing with the County Clerk and City Register's Office. DOT shall file a copy of this Consent with the County Clerk and City Register's Office in the borough where the Structure is located.

7. Grantee Responsible for All Costs. The Grantee shall pay the entire cost of all work, labor and material in connection with the Structure, and particularly,

- (a) the Work;
- (b) the protection of all structures which shall in any way be disturbed by the Work;
- (c) Grantee shall undertake all reasonable measures to prevent damage to landscape features during the Work and to restore any landscape features that are damaged in the course of the Work. Such measures shall include the following:
 - (i) install ground protection for landscaped areas prior to bringing in heavy equipment and vehicles, to reduce soil compaction, rutting and root damage; and
 - (ii) where necessary, prune trees adjacent to access routes.
- (d) if this is an underground structure, any and all changes in sewers or other subsurface structures necessitated by the Work, including the laying or relaying of pipes, conduits, sewers or other structures;
- (e) the replacing or restoring of the pavement in the affected street, pathway and Park which may be disturbed during the Work;
- (f) each and every item of the increased cost of the installation of any future structures or repairs or alterations to any existing or future structures caused by the presence in the City Property of the Structure; and
- (g) the inspection of all activities during the Work as herein provided which may be required by the Grantors or any other governmental entity having jurisdiction.

8. Construction requirements. Prior to the commencement of the Work, the Grantee shall obtain, at its sole cost and expense, any and all licenses, permits or other forms of approval or authorization which may be required by Grantors or any other governmental entity having jurisdiction, including a Parks Construction Permit for Work performed on the City Property under Parks' jurisdiction as

described in Section 1(b) above. The Grantee shall perform all the duties which may be imposed by those agencies as conditions of such forms of approval or authorization, provided such conditions are not inconsistent with the provisions of this Consent. The Grantee shall submit to Grantors working plans for the City Property under their respective jurisdictions which shall include and show in detail the method of construction of the Structure and the mode of protection or changes in all structures required by the Work.

Upon the completion of the Work the Grantee shall furnish to Grantors, and to any other governmental entity having jurisdiction, plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of the Structure erected or installed under this Consent; also the location and dimensions of all substructures encountered during the progress of the Work. Grantee shall furnish as set of "as-built" drawings to Grantors.

If so ordered by the Grantors, all work in connection with the Work shall be carried on only at night or continuously for twenty-four (24) hours each day.

9. City's Access Paramount. The Grantee shall allow to the City a right of way under or above any part of the Structure for any and all structures which are now or may be hereafter placed in the affected City Property by the City.

If, in the exercise of the sole discretion of the respective Grantor, the respective Grantor at any time decides to replace, alter or otherwise gain access to any structure located in, on or under the City Property that is affected by the Structure, the respective Grantor shall provide the Grantee with a reasonable advance notice, and the Grantee shall safely relocate, break through or remove all or any portion of the Structure, in accordance with such notice and this Consent. The cost (if any) to the respective Grantor of breaking through or removing the Structure shall be recovered from the security fund as provided for in this Consent. If the cost of breaking through or removal exceeds the amount available in such security fund, the Grantee shall be liable for the shortfall, and shall pay such to the City upon demand. Should the respective Grantor determine at its sole discretion that the breaking through or removal of the Structure should be performed, respective Grantor shall require Grantee to break through or remove the Structure at its sole cost and expense as detailed in Section 7 herein.

10. Structure Subject to City's Supervision. The Structure and any fixtures or facilities laid therein shall be designed, installed, constructed, maintained, used, operated, repaired, replaced, inspected, accessed, excavated, deactivated, altered, and removed subject to the supervision and permitting requirements of the proper authorities of the City. The Grantee shall protect the Structure for which consent has been granted. Whenever such Structure is about to be disturbed by the regulating or grading of any street, pathway or section of the Park, the Grantee

shall, on the receipt of a written notice from the City or its contractor, remove or otherwise protect and replace its Structure, and all fixtures and appliances connected therewith or attached thereto, where necessary, under the direction of the Commissioner. Grantee shall obtain all applicable permits for such work, including a Parks Construction Permit. All such removal, protection, replacement or related activities required by this section shall be at the sole cost and expense of the Grantee. The City will endeavor to provide a thirty (30) day notice to Grantee of its determination to require removal, protection or replacement of the Structure, to allow the Grantee to propose a plan of such removal, protection or replacement of the Structure within the time period set forth in the first paragraph of Section 4 measured from the receipt of such notice, which plan shall be approved by Grantors, and the Grantee shall proceed in accordance with such plan. The City reserves the right to require action sooner in cases of emergency. The Structure shall be open at all times to the inspection of all the authorities having jurisdiction.

11. Restoration, Repair and Maintenance of City Property. In the event any areas of the City Property, including but not limited to ballfields, lawns, trees, pathways and streets, are damaged during the Work and protection of the Structure, Grantee shall promptly correct such condition at its sole cost and expense to the satisfaction of Grantors.

12. Consent Subject to Rights of Abutting Property Owners. This Consent is subject to whatever right, title or interest the owners of abutting property or others may have in and to the affected street.

13. No Rights Conveyed. The Grantee acquires no right, title or interest in the space permitted to be occupied herein and it is expressly understood that said occupancy is considered temporary.

14. Maintenance of Structure. The Grantee agrees to maintain the Structure in good, clean condition and repair it at its sole cost and shall not allow it to deteriorate, become unsightly, or develop into a dangerous condition or a condition which is not in the best interests of the general public.

15. No Alienation of City's Rights. It is expressly understood that the grant of this Consent will not alienate or diminish the absolute right of the City to reenter into full possession of the street space or Park described herein for any reason whatsoever, free of any encumbrance or obligation, upon the expiration of this Consent or upon its revocation and cancellation.

16. Unconditional Right of Revocation. The Grantee expressly agrees that the respective Grantor may unconditionally revoke this Consent and terminate the period thereof at any time without liability, at will, any provision herein to the contrary notwithstanding. In the event of such revocation and termination, the Grantee shall remain liable for the due and full performance of all the terms, covenants and conditions contained herein to be performed up to the time of said termination, and the Grantee's obligation to pay compensation shall continue up to the date of the removal of the Structure, or its deactivation at the discretion of the

respective Grantor, and the restoration of the street and Park affected thereby to the satisfaction of the respective Grantor. In the event this Consent shall be rejected as part of the Grantee's bankruptcy proceeding, such rejection shall automatically constitute the revocation and termination of this Consent to the same extent as if the Consent was revoked or terminated prior to such bankruptcy filing.

17. Letter of Credit. This Consent is contingent upon the express condition that before anything is done in exercise of the privilege conferred hereby, the Grantee shall provide an irrevocable letter of credit, as set forth below (including in accordance with the timing requirements for initial delivery thereof set forth in clause (a)), to secure the Grantee's performance of all of the terms and conditions of this Consent.

a) Initial Delivery of the Letter of Credit. Thirty (30) days prior to the commencement of any Work performed under this Consent, the Grantee shall deliver to DOT a letter of credit that satisfies the requirements of this Section 17 (such letter of credit, together with any extensions, renewals, amendments, replenishments, replacements or substitutions thereof, the "Letter of Credit"). The Letter of Credit shall serve as collateral security for (1) the performance of all of the terms and conditions of this Consent, including but not limited to the maintenance, repair and/or replacement of the Structure provided for herein; and (2) the payment of all sums of money which may be due to Parks, DOT or their contractors from the Grantee in connection with this Consent, including but not limited to the removal of the Structure and/or restoration of the City Property.

b) Replacement of the Letter of Credit. The Grantee shall replace the Letter of Credit, as required by DOT, in accordance with the following:

The Letter of Credit must be in full force and effect for so long as this Consent is in force or for so long as the Structure is in place. If at any time, for so long as the Letter of Credit is required to be in full force and effect in accordance with the Section, (i) the Issuing Bank (as defined below) notifies DOT that it has elected not to extend the Letter of Credit beyond the then-current expiration date or (ii) the Letter of Credit will expire within sixty (60) days, the Grantee shall deliver to DOT one or more replacement Letters of Credit, at least thirty (30) days prior to the then current expiration date of the Letter of Credit.

c) Requirements of the Letter of Credit. Each Letter of Credit shall be a clean, unconditional and irrevocable standby letter of credit substantially in the form of Exhibit C, attached hereto, issued in favor of DOT by a bank that is reasonably satisfactory to DOT and otherwise satisfies the requirements of this Section 17. In addition, the Letter of Credit shall have the following additional characteristics:

i. Amount. The aggregate amount available under each Letter of Credit shall be at least equal at all times to six million seven hundred and fifty nine thousand, nine hundred and six dollars (\$6,759,906

Dollars (the "Required L/C Amount"). Within fifteen (15) calendar days after the date of any drawing by DOT thereunder, if the face amount of the Letter of Credit is not restored to the required amount of the Letter of Credit, DOT shall notify the Grantee in writing to that effect and the Grantee shall provide a replacement Letter of Credit, such that the face amount of the replacement Letter of Credit, together with the face amount of the Letter of Credit, is equal to the Required L/C Amount within fifteen (15) calendar days from the date such written notice from DOT was deemed to have been received in accordance with the notice requirements under this Consent.

- ii. Expiration Date. If the Letter of Credit expires by its terms before the expiration of this Consent, the Letter of Credit must provide that it shall be automatically extended by the Issuing Bank without amendment unless, at least ninety (90) days prior to the then current expiration date, the Issuing Bank notifies DOT in writing delivered by certified mail, return receipt requested, to DOT's address set forth in the Letter of Credit or to such other address as DOT shall notify the Issuing Bank, that the Issuing Bank has elected not to extend the Letter of Credit. In such event, the Letter of Credit must provide that DOT may, in its sole discretion, draw up to the maximum aggregate amount available under the Letter of Credit.

- iii. Drawings under a Letter of Credit. DOT may draw up to the maximum aggregate amount available on the Letter of Credit, by fax or electronic mail presentation of a sight draft to the Issuing Bank in accordance with the terms therefor set forth in the Letter of

Credit, upon the occurrence of any of the following: (i) (A) the Grantee has defaulted on the performance of any of its obligations hereunder (after giving effect to any applicable cure period with respect thereto), (B) Parks or DOT has caused the relevant work to be done and/or the materials to be furnished for performing such obligations, and (C) the Grantee has not fully reimbursed Parks or DOT for the cost of such work or materials, up to the amount of such non-reimbursed costs following a 30 day written notice to Grantee from Parks or DOT, as applicable; or (ii) in the event that (A) the Issuing Bank has given notice to the DOT that it has elected not to extend the Letter of Credit beyond the then-current expiration date or (B) the Letter of Credit will expire within sixty (60) days, and the Grantee shall have failed to deliver to DOT a substitute Letter of Credit at least thirty (30) days prior to such expiration date; or (iii) if the Grantee fails to provide written evidence to DOT that the insurance required under Section 21 is in place within thirty (30) days of the date that DOT's notice requesting such proof was deemed to have been received in accordance with Section 18 hereof; or (iv) in the event that (A) payment of any sum of money is due to Parks, DOT or their contractors for the removal of the Structure and/or restoration of the Project Area, and Grantee has not reimbursed Parks or DOT, as applicable, for such payment following a 30 day

written notice to Grantee from Parks or DOT, as applicable or (B) payment of any sum of money is due to Parks, DOT or their contractors for costs identified in Section 7 hereof that are not paid by Grantee within the time specified herein.

- d) No Assignment or Encumbrance of Letter of Credit. The Grantee shall not assign or encumber, or permit or attempt to assign or encumber, any Letter of Credit, and DOT shall not be bound by any such assignment, encumbrance or attempted assignment or encumbrance.
- e) Notice of Draw Down. Within seven (7) business days after any drawing by DOT against a Letter of Credit, DOT shall notify the Grantee in writing of the date and amount of such drawing stating in reasonable detail the reasons therefor.
- f) Not a Limit on Liability. The obligation to perform and the liability of the Grantee pursuant to this Consent shall not be limited to, or by, the maximum aggregate amount available under the Letter of Credit, or by the amount drawn by DOT thereunder.
- g) Requirements for Issuing Banks. Each Issuing Bank that issues a Letter of Credit required hereunder must be located in the City of New York, be a member of the New York Clearing House Association and be insured by the Federal Depository Insurance Corporation. In addition, such Issuing Bank must have (I) capital and surplus in excess of Two Billion Dollars (\$2,000,000,000) or (II) a long-term unsecured senior debt rating of (x) at least A3 or better by Moody's Investors Service, Inc., (y) at least A- or better by Standard & Poor's Ratings Services and/or (z) at least A- or better by Fitch Ratings Inc. The Letter of Credit shall remain valid and in force and shall be extended by the Grantee so as to remain in effect without interruption until released in accordance with this Section 17.

The Letter of Credit shall not be subjected to any form of suspension by interim relief, whether by arbitral order or otherwise. Upon the termination or revocation of this Consent, and at such time as all of the Structure has been removed at the discretion of Parks or DOT, and the City property affected thereby has been restored to its proper condition to the satisfaction of Parks or DOT, in accordance with the terms of this Consent, DOT shall within seven (7) business days release and return the Letter of Credit and provide all reasonable documentation required by the Issuing Bank to evidence such release.

- h) No action or proceeding or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to the City.

18. Notices. (a) All notices, requests, demands or other communications given or required to be sent under this Consent shall be in writing and sent by email, certified mail return receipt requested or by personal delivery and be deemed to have been given in each respective instance (i) upon personal delivery, (ii) the date

of the email or (iii) the date signed for as evidenced by the return receipt, and addressed as follows:

- i. When sent by Grantor to Grantee, at the address first set forth above; or
- ii. When sent by Grantee to Grantor, to both:

New York City Department of Parks & Recreation
The Arsenal
830 Fifth Avenue, 3rd Floor
New York, New York 10065
Attention: DPR General Counsel

AND

New York City Department of Transportation
55 Water Street, 9th Floor
New York, New York 10041
Attention: General Counsel's Office

(iii) Any notice of a change in address shall only be deemed to have been given when received by the other party.

(b) Notice Required Before Work Commences. Grantee shall give notice, in writing, to the Grantors and any other governmental entity having jurisdiction of its intention to begin the Work hereby authorized at least forty-eight (48) hours before such Work commences.

19. Discrimination Prohibited. Pursuant to applicable laws prohibiting discrimination in employment, the Grantee agrees that it will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.

20. Compliance With Applicable Laws. This Consent is granted on the further and express condition that Grantee shall strictly comply with all applicable laws now in force or which may hereafter be adopted.

21. Indemnification, Responsibility for Safety, Injuries or Damage and Insurance.

(a) To the fullest extent permitted by law, the Grantee shall indemnify, defend and hold the City, its officials, and employees (the "Indemnitees") harmless from, all liabilities, obligations, damages, penalties, claims, charges and expenses

relating to alleged or actual injury (or death) to any person or damage to any property (including, without limitation, reasonable attorneys' fees and disbursements) ("Damages") that may be imposed upon, incurred by or asserted against any of the Indemnitees arising out of the Work, by reason of any defect or deterioration of the Structure or otherwise in connection with this Consent, whether or not the Damages are due to the negligence of the City, its officials, agents, servants or employees. It is a condition of this Consent that the Grantee shall indemnify the Indemnitees for whatever Damages may arise from this Consent or any operations relating thereto, provided that if the facts or law relating to any of the foregoing would preclude any of the Indemnitees from being completely indemnified by the Grantee, such Indemnitees shall be partially indemnified by the Grantee to the fullest extent permitted by law.

(b) The Grantee shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors, subcontractors, and sublessees.

(c) The Grantee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this Consent.

(d) The Grantee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this Consent, whether or not due to the negligence of the Grantee, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, sublessees or any other person.

(e) The Grantee shall conduct operations under this Consent in compliance with, and shall not cause or permit violation of any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to operations under this Consent (collectively "Environmental Laws"). Except as may be agreed by the City as part of this Consent, Grantee shall not cause or permit, or allow any of the Grantee's personnel to cause or permit any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on any property in connection with operations under this Consent. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

(f) The Grantee shall maintain insurance in accordance with the attached Insurance Rider.

22. INVESTIGATION CLAUSE

22.01 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry relative to this agreement conducted by a State of New York (State) or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to this agreement or when it is the subject of the investigation, audit or inquiry.

22.02 A hearing shall be convened in accordance with section 22.03 below if (a) any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding, refuses to testify concerning the award of, or performance under, this agreement, before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath; or (b) any person refuses to testify concerning the award of, or performance under, this agreement, for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony.

22.03 (a) The Commissioner or agency head whose agency is a party in interest to this agreement shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend this agreement pending the final determination pursuant to section 22.05 below without the City incurring any penalty or damages for delay or otherwise.

22.04 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

- (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
- (b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of

which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation of termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

22.05 The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate.

- (a) The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has significant interest in an entity subject to penalties under section 22.04 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in section 22.03(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

22.06 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, revocable consent, franchise or concession not granted as a matter of right.

- (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

- (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.
- (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

23. Special construction requirements. The Grantee shall perform such other special construction requirements as are contained in the schedule attached hereto as **Exhibit B** and made a part hereof, if any. The Parties shall meet on a regular basis to discuss the scheduling of Work and to accommodate the use of Astoria Park by the general public, including the scheduling of special events. Grantee shall provide Parks and the Astoria Park Alliance with ninety (90) days advance written notice of any Work to be performed in Astoria Park. Work shall be performed during the "Off-Season" (December 1 – March 15 as such dates may be modified as the Grantee and Parks mutually agree) so as not to interfere with the use of the parks facilities by the general public. Grantee shall be responsible for obtaining all necessary authorizations, permits and waivers to perform Work on the weekends during the Off-Season.

24. Severability and Headings. The clauses and provisions of this Consent are intended to be severable. The unconstitutionality or unconscionability of any term, clause or provision shall in no way defeat the effect of any other term, clause or provision.

Sections and other headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

25. Advertising. No advertisement shall be placed on, affixed to, projected from, or in any way displayed on the Structure unless expressly authorized by this Agreement.

26. Modification or amendment. This Consent constitutes the entire agreement between the parties hereto and no other representation made heretofore shall be binding upon the parties hereto. This Consent may not be modified or amended except by written agreement executed by the parties hereto.

27. Pipes and Conduits. The New York City One Call Center shall be notified at least two but not more than ten working days, not including the date of the call, before the commencement date of the excavation, to ensure that no underground utility lines are affected by proposed work, unless the work to be performed is emergency in nature in which case notification will be just before work commences.

In Witness Whereof, the parties hereunder have caused this revocable consent to be executed as of July 11, 2022.

GRANTOR:
NYC DEPARTMENT OF PARKS AND RECREATION

By: [Signature]
Name: Susan Donoghue SUE DONOGHUE
Title: Commissioner

GRANTOR:
NYC DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: Michelle Craven
Title: Assistant Commissioner, Cityscape & Franchises

GRANTEE:
CHPE LLC

By: [Signature]
Name: Todd V. Singer
Title: CEO + CFO

Approved:
NYC DEPARTMENT OF TRANSPORTATION

Accepted and agreed to by: [Signature]
Name: Michelle Craven
Title: Assistant Commissioner, Office of Cityscape & Franchises

The foregoing consent is hereby approved.
Eric Adams, Mayor

By: Anne Mervolich
Title: General Counsel

Mayor's Office of Contract Services
Dated, New York July 11, 2022

APPROVED AS TO FORM AND
CERTIFIED AS TO LEGAL AUTHORITY

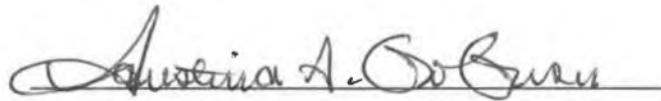
[Signature] KS
Acting Corporation Counsel

Date: 5/23/22
LM # 2022-027092

Acknowledgment by the City of New York City
Department of Parks and Recreation Commissioner

State, City and County of New York, ss.:

On the 11th day of JULY, in the year 2022, before me, the undersigned, personally appeared SUSAN DONOFRUE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.



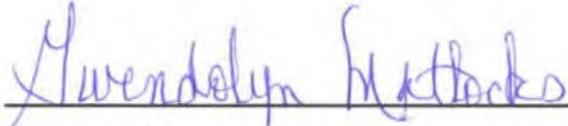
Notary Public or Commissioner of Deeds

FAUSTINA A. OSEI-OWUSU
Notary Public, State of New York
No. 010S6232313
Qualified in Westchester County
Commission Expires Dec. 06, 2022

Acknowledgment by New York City Department of Transportation

State, City and County of New York, ss.:

On the 11th day of July, in the year 2022, before me, the undersigned, personally appeared Michelle Craven, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.



Notary Public or Commissioner of Deeds

GWENDOLYN MATTOCKS
Commissioner of Deeds
City of New York No. 2-13206
Certificate Filed in New York County
Commission Expires Oct. 01, 2023

Acknowledgment by Corporation

State, City, and County of New York, ss.,

On the 11TH day of JULY, in the year 2022, before me, the undersigned, personally appeared TODD SINGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

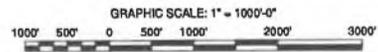
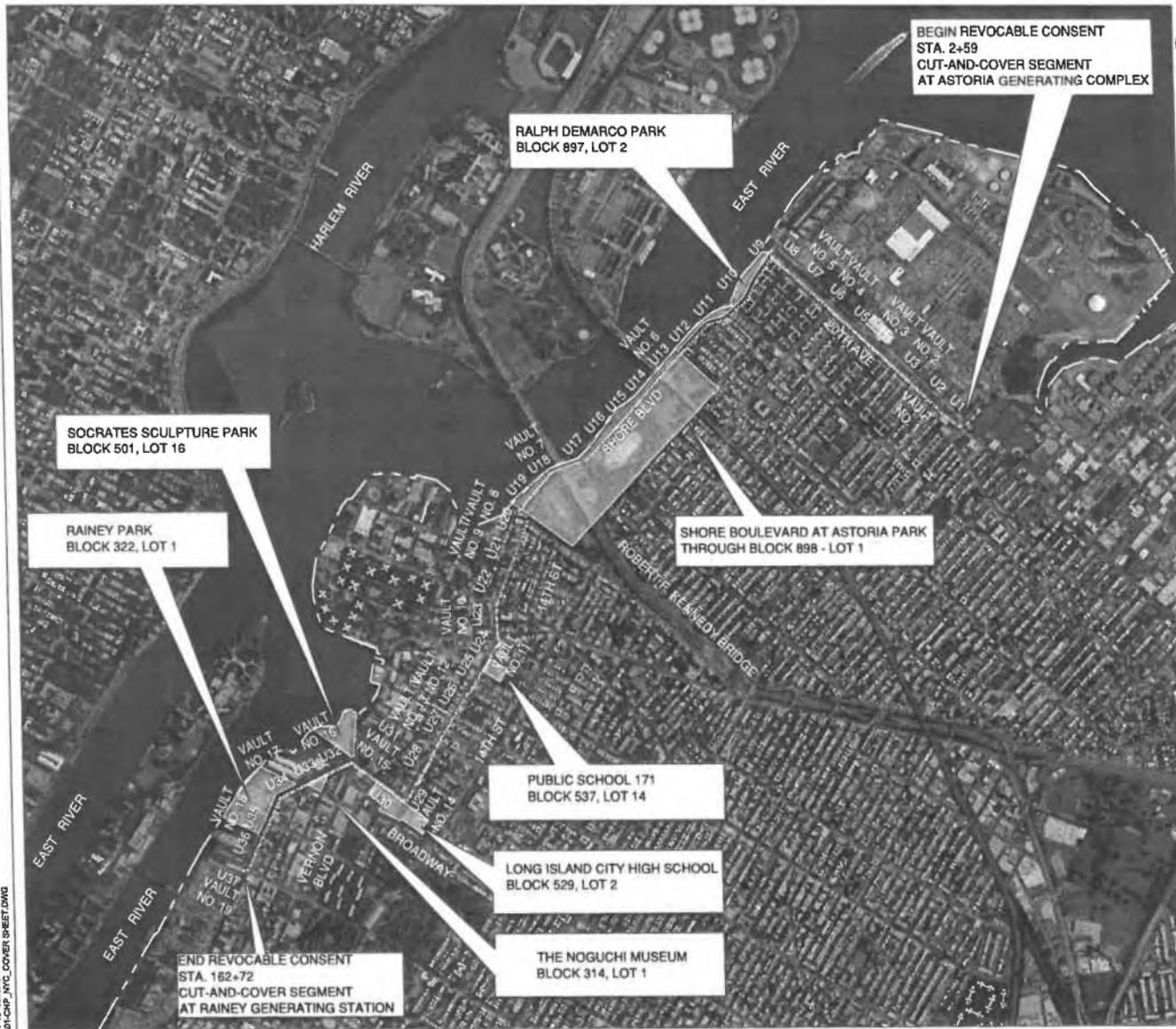


Notary Public or Commissioner of Deeds

FAUSTINA A. OSEI-OWUSU
Notary Public, State of New York
No. 010S6232313
Qualified in Westchester County
Commission Expires Dec. 06, 2022

Exhibit A
Plan
[See attached.]

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BEGIN REVOCABLE CONSENT
 STA. 2+59
 CUT-AND-COVER SEGMENT
 AT ASTORIA GENERATING COMPLEX

RALPH DEMARCO PARK
 BLOCK 897, LOT 2

SOCRATES SCULPTURE PARK
 BLOCK 501, LOT 16

RAINEY PARK
 BLOCK 322, LOT 1

SHORE BOULEVARD AT ASTORIA PARK
 THROUGH BLOCK 898 - LOT 1

PUBLIC SCHOOL 171
 BLOCK 537, LOT 14

LONG ISLAND CITY HIGH SCHOOL
 BLOCK 529, LOT 2

THE NOGUCHI MUSEUM
 BLOCK 314, LOT 1

END REVOCABLE CONSENT
 STA. 162+72
 CUT-AND-COVER SEGMENT
 AT RAINEY GENERATING STATION

PLAN
 SHOWING LOCATION OF
PROPOSED
CONDUIT AND VAULT
 TO BE CONSTRUCTED UNDER,
 ACROSS AND ALONG 20TH AVE., SHORE BLVD.,
 ASTORIA PARK SOUTH,
 14TH STREET, BROADWAY, AND VERNON BLVD.
BOROUGH OF QUEENS

TO ACCOMPANY APPLICATION
 DATED:
 OF
CHPE LLC
 TO THE
 DEPARTMENT OF TRANSPORTATION
 CITY OF NEW YORK

CHPE LLC
 BY
 AYOKUNLE KAFI, VICE PRESIDENT,
 APPLICANT

ZONING INFORMATION
 BLOCK: 850, LOT 1 AND 300
 ZONING DISTRICT: M3-1
 ZONING MAP: 6D
 BLOCK: 327, LOT 1R
 ZONING DISTRICT: M1-1
 ZONING MAP: 9A

CHARACTER OF MATERIALS:
 15,074 LF CONCRETE DUCT BANK
 WITH SIX (6) 8" PVC AND
 THREE (3) 2" PVC CONDUITS AND
 NINETEEN (19) SPLICING VAULTS
 COST OF REMOVAL AND RESTORATION: \$6,759,906

NOTE: PROPOSED IMPROVEMENTS SHOWN IN RED

| | | | |
|--|--|-----------------------|--|
| Prepared by: AECOM <small>AECOM LLC 300 PARK AVENUE NEW YORK, NY 10022 WWW.AECOM.COM</small> | | Seal & Signature: | |
| <small>IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR, TO USE OR ASSIST IN ANY MANNER IN THE CONDUCT OF ANY SURVEYING OR ENGINEERING WORK, OR IN THE PREPARATION OF ANY MAP, PLAN, SPECIFICATION, REPORT, OR OTHER DOCUMENT, WITHOUT BEING DULY LICENSED BY THE STATE OF NEW YORK. THE USER OF THIS SEAL AND SIGNATURE SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION ON WHICH THE SEAL AND SIGNATURE ARE PLACED.</small> | | | |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: COVER SHEET | | | |
| DRAWN BY: MN | | DATE: 01/10/2022 | |
| CHECKED BY: NM | | SCALE: AS SHOWN | |
| | | PROJECT ID: 60923056 | |
| SHEET NO: C-1 | | SHEET 1 OF 79 | |

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| DATE | ISSUE TO/FOR | BY |
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GENERAL NOTES:

1. THESE DRAWINGS ARE INTENDED FOR THE SOLE PURPOSE OF SUPPORTING EXHIBIT TO A REVOCABLE CONSENT AGREEMENT AND ARE NOT INTENDED FOR CONSTRUCTION. AN IN-DEPTH INVESTIGATION AND DETAILED DESIGN IS EXPECTED TO BE PERFORMED AND COMPLETED FOLLOWING THE EXECUTION OF A REVOCABLE CONSENT AGREEMENT.
2. THE ACCURACY OF ALL UTILITIES ON THE REVOCABLE CONSENT DRAWINGS IS NOT GUARANTEED AND SHALL BE VERIFIED BY THE CONTRACTOR VIA HAND DIGGING AND/OR TEST PITTING IN ORDER TO SAFELY LOCATE AND EXPOSE THE UTILITY PRIOR TO PRODUCTION TRENCHING AND EXCAVATION. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY CROSSINGS AND ADJACENCIES (WITHIN 15 FEET OF ANY PLANNED EXCAVATION) TO BE DETAILED IN THE FINAL CONSTRUCTION PERMIT DRAWINGS AND PRIOR TO CONSTRUCTION.
3. ALL ELEVATIONS SHOWN ON THESE DRAWINGS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
4. ALL COORDINATES ON THESE DRAWINGS ARE SHOWN IN THE NEW YORK STATE PLANE COORDINATE SYSTEM, LONG ISLAND ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) EPOCH 2010 LONG ISLAND ZONE.
5. SURVEY PROVIDED BY NELSON + POPE ENGINEERING, ARCHITECTURE, AND LAND SURVEYING P.L.L.C. RECEIVED ON 12/22/2021.
6. CHPE LLC AND THE CONTRACTOR SHALL SECURE AND PROTECT CONSTRUCTION AND FACILITY ACCESS POINTS AT ALL TIMES AND WILL REMAIN SECURED AND INACCESSIBLE TO THE PUBLIC DURING BOTH THE CONSTRUCTION AND OPERATION OF THE CHPE FACILITIES.

NYCDEP NOTES:

1. THE FOLLOWING PROVIDES SPECIFIC INCLUSION BY THE NYCDEP AS PART OF ITS REQUIREMENT FOR FINALIZING THE DETAILED DESIGN FOR THIS PROJECT. DETAILED DESIGN SHALL BE COORDINATED AROUND NYCDEP INFRASTRUCTURE AND WILL REQUIRE APPROVAL BY THE NYCDEP PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT FOR THE PROJECT SEGEMENT.

THE DETAILED DESIGN SHALL COMPLY WITH THE OUTLINED NYCDEP STANDARDS AND DETAILS TO THE FULLEST EXTENT POSSIBLE AND SHALL ONLY DEVIATE BASED ON PRIOR APPROVED JUSTIFICATION OBTAINED FROM THE NYCDEP. FOR DEVIATION IMPOSED DUE TO SITE CONDITIONS UNCOVERED DURING THE IN-DEPTH DESIGN INVESTIGATION, THE CONTRACTOR SHALL SUBMIT A VARIANCE REQUEST TO THE NYCDEP FOR CONSIDERATION. SUCH VARIANCE SHALL EVIDENCE JUSTIFIABLE MEANS AND METHODS OF CONSTRUCTION CONFIRMING THAT NYCDEP'S FACILITIES WILL NOT BE ADVERSELY IMPACTED AND WILL ALSO CONFIRM THAT THE PROPOSED PERMANENT STRUCTURE'S INSTALLATION WILL NOT IMPINGE ON NYCDEP'S CONTINUED ACCESS AND MAINTENANCE OF ITS FACILITIES.
2. WHERE A CHPE DUCT BANK OR STRUCTURE THAT IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT OR TRENCHLESS MEANS AND METHODS WILL BE PARALLEL TO AN EXISTING NYCDEP SEWER, A FIFTEEN-FOOT (15'-0") MINIMUM EDGE-TO-EDGE CLEARANCE BETWEEN THE CHPE DUCT BANK OR STRUCTURE AND THE NYCDEP SEWER AND SEWER FOUNDATION STRUCTURE IS TO BE ACHIEVED. IF FIFTEEN-FEET (15'-0") IS NOT FEASIBLE, THEN A SIX-FOOT (6'-0") MINIMUM EDGE-TO-EDGE CLEARANCE IS TO BE ACHIEVED UPON NYCDEP APPROVAL. IF SIX-FOOT (6'-0") CLEARANCE CANNOT BE MAINTAINED, THEN THE SEWER WILL BE EXPECTED TO BE REPLACED OR RELOCATED AS PER NYCDEP REQUIREMENTS.
3. WHERE A CHPE DUCT BANK OR STRUCTURE THAT IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT OR TRENCHLESS MEANS AND METHODS WILL BE PARALLEL TO AN EXISTING NYCDEP CAST IRON PIPE WATER MAIN, A SIX-FOOT (6'-0") MINIMUM EDGE-TO-EDGE CLEARANCE BETWEEN THE CHPE DUCT BANK OR STRUCTURE AND NYCDEP CAST IRON PIPE WATER MAIN SHALL BE ACHIEVED. IF A SIX-FOOT (6'-0") CLEARANCE CANNOT BE ACHIEVED, THEN THE CAST IRON PIPE WILL BE EXPECTED TO BE REPLACED OR RELOCATED AS PER NYCDEP REQUIREMENTS WITH A NEW DUCTILE IRON PIPE.
4. WHERE A CHPE DUCT BANK OR STRUCTURE THAT IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT OR TRENCHLESS MEANS AND METHODS WILL BE PARALLEL TO AN EXISTING NYCDEP DUCTILE IRON PIPE WATER MAIN, A THREE-FOOT SIX-INCH (3'-6") MINIMUM EDGE-TO-EDGE CLEARANCE BETWEEN THE CHPE DUCT BANK OR STRUCTURE AND THE NYCDEP DUCTILE IRON PIPE WATER MAIN SHALL BE ACHIEVED. IF A THREE-FOOT SIX-INCH (3'-6") CLEARANCE CANNOT BE MAINTAINED, THEN THE DUCTILE IRON PIPE WILL BE EXPECTED TO BE REPLACED OR RELOCATED AS PER NYCDEP REQUIREMENTS.
5. WHERE A CHPE DUCT BANK OR STRUCTURE THAT IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT MEANS AND METHODS THAT IS CROSSING UNDER AN EXISTING NYCDEP SEWER, THE SEWER IS TO BE REPLACED BETWEEN MANHOLES PER NYCDEP STANDARDS. THE CONTRACTOR MAY PROPOSE A NEW MANHOLE LOCATION FOR CONSIDERATION BY NYCDEP. A ONE-FOOT SIX-INCH (1'-6") MINIMUM VERTICAL CLEARANCE BETWEEN THE BOTTOM OF THE NYCDEP SEWER FOUNDATION AND TOP OF THE CHPE DUCT BANK OR STRUCTURE SHALL BE ACHIEVED.
6. WHERE A CHPE DUCT BANK OR STRUCTURE THAT IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT MEANS AND METHODS THAT IS CROSSING ABOVE AN EXISTING NYCDEP SEWER, A ONE-FOOT SIX-INCH (1'-6") MINIMUM VERTICAL CLEARANCE SHALL BE ACHIEVED BETWEEN THE BOTTOM OF THE CHPE DUCT BANK OR STRUCTURE AND THE TOP OF THE NYCDEP SEWER STRUCTURE.
7. WHERE A CHPE DUCT BANK OR STRUCTURE THAT IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT MEANS AND METHODS THAT IS CROSSING UNDER AN EXISTING NYCDEP DUCTILE IRON PIPE WATER MAIN, A ONE-FOOT SIX-INCH (1'-6") MINIMUM VERTICAL CLEARANCE SHALL BE ACHIEVED BETWEEN THE BOTTOM OF THE NYCDEP DUCTILE IRON PIPE WATER MAIN STRUCTURE AND THE TOP OF THE CHPE DUCT BANK OR STRUCTURE.

8. WHERE A CHPE DUCT BANK OR STRUCTURE THAT IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT MEANS AND METHODS THAT IS CROSSING UNDER AN EXISTING NYCDEP CAST IRON PIPE WATER MAIN, THE IMPACTED NYCDEP CAST IRON PIPE WATER MAIN SHALL BE REPLACED WITH A NEW DUCTILE IRON PIPE WATER MAIN FROM MANHOLE TO MANHOLE PER NYCDEP STANDARDS. A ONE-FOOT SIX INCH (1'-6") MINIMUM VERTICAL CLEARANCE BETWEEN TOP OF CHPE DUCT BANK OR STRUCTURE AND BOTTOM OF NYCDEP WATER MAIN SHALL BE ACHIEVED. THE GROUND COVER FROM TOP OF FINAL GRADE TO THE TOP OF THE REPLACEMENT WATER MAIN SHALL BE THREE-FOOT (3'-0") TO FOUR-FOOT (4'-0").
9. WHERE A CHPE DUCT BANK OR STRUCTURE IS PLANNED FOR CONSTRUCTION VIA TRENCHLESS MEANS AND METHODS IS CROSSING UNDER AN EXISTING NYCDEP SEWER, A MINIMUM VERTICAL CLEARANCE OF TWO TIMES THE DIAMETER OF THE TRENCHLESS CASING PIPE BETWEEN TOP OF THE CHPE CASING PIPE AND BOTTOM OF THE NYCDEP SEWER OR SEWER FOUNDATION STRUCTURE SHALL BE ACHIEVED.
10. WHERE A CHPE DUCT BANK OR STRUCTURE IS PLANNED FOR CONSTRUCTION VIA TRENCHLESS MEANS AND METHODS IS CROSSING UNDER AN EXISTING NYCDEP SEWER SUPPORT ON A DEEP FOUNDATION STRUCTURE, THE SEWER IS TO BE REPLACED PER NYCDEP STANDARDS.
11. WHERE A CHPE DUCT BANK OR STRUCTURE IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT OR TRENCHLESS MEANS AND METHODS IS CROSSING UNDER AN EXISTING NYCDEP CATCH BASIN CONNECTION, THE EXISTING CATCH BASIN CONNECTION SHALL BE REPLACED WITH A TWELVE-INCH (12") CLASS 56 DUCTILE IRON PIPE PER NYCDEP STANDARDS AND SHALL ACHIEVE A MINIMUM ONE-FOOT SIX-INCH (1'-6") VERTICAL CLEARANCE.
12. WHERE A CHPE DUCT BANK OR STRUCTURE IS PLANNED FOR CONSTRUCTION VIA OPEN-CUT OR TRENCHLESS MEANS AND METHODS IS CROSSING UNDER AN EXISTING NYCDEP FIRE HYDRANT OR CONNECTION, THE EXISTING HYDRANT, VALVE, AND CONNECTION SHALL BE REPLACED, WITH THE CONNECTION BEING REPLACED WITH A SIX-INCH (6") CLASS 56 DUCTILE IRON PIPE PER NYCDEP STANDARDS AND SHALL ACHIEVE A MINIMUM ONE-FOOT SIX-INCH (1'-6") VERTICAL CLEARANCE FROM THE CHPE DUCT BANK OR STRUCTURE.
13. DETAILED DESIGN DRAWINGS FOR THE PLANNED CHPE FACILITIES WITH RESPECT TO NYCDEP INFRASTRUCTURE MUST BE SUBMITTED TO NYCDEP FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION OF CHPE. NYCDEP SHALL NOT ISSUE A CONSTRUCTION PERMIT UNTIL AFTER NYCDEP'S APPROVAL HAS BEEN GRANTED AND CONSTRUCTION PERMIT HAS BEEN ISSUED. ALL NYCDEP OWNED STRUCTURES THAT ARE REQUIRED TO BE REPLACED OR RELOCATED DUE TO CONFLICT WITH THE PROPOSED CHPE FACILITIES SHALL BE COORDINATED, DESIGNED, AND CONSTRUCTED AT NO COST TO THE CITY OF NEW YORK.

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| Prepared by:  <small>AECOM INC. 100 OLD POST ROAD NEW YORK, NY 10003 TEL: 212 512 2000 WWW.AECOM.COM</small> | | Seal & Signature:  | |
| <small>IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNDER ACTING UNDER THE CONTROL OF A LICENSED ARCHITECT/ENGINEER, TO ALTER IN ANY MANNER ANY PART OF THESE DRAWINGS, IF AFTER SIGNING THE SEAL OF AN ARCHITECT/ENGINEER HE/HIS/HER TO SIGNIFY THAT HE/SHE HAS MADE THE DRAWING AS STATED BY THE LICENSED PROFESSIONAL AND THE SIGNATURE OF ALL ARCHITECTS/ENGINEERS HAS SPECIFIC DESCRIPTION OF THE ALTERATION ON THE SHEET.</small> | | | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: GENERAL NOTES 1 OF 2 | | | |
| DRAWN BY: NR | | DATE: 01/10/2022 | |
| CHECKED BY: NM | | SCALE: AS SHOWN | |
| SHEET NO: G-3 | | PROJECT ID: 60323056 | |
| DATE | | SHEET 4 OF 79 | |

NYCDOT NOTES:

1. ANY DISTURBANCE TO BIKEWAY DEMARICATIONS WILL REQUIRE RESTORATION OF MARKINGS THAT MEET THE REQUIREMENTS OF THE CURRENT EDITION OF THE NYCDOT TRANSPORTATION PLANNING AND MANAGEMENT TYPICAL PAVEMENT MARKINGS STANDARD DETAIL DRAWINGS.
2. SHOULD IT BE NECESSARY TO REMOVE AND REPLACE A SIGNAL POLE, A DETAILED DESIGN MUST MEET THE REQUIREMENTS OF THE PRIVATE DEVELOPMENT SECTION OF THE NYCDOT ACCESSIBLE PEDESTRIAN SIGNALS POLICY DATED OCTOBER 21, 2019, TO BE REVIEWED AND APPROVED BY NYCDOT SIGNALS PRIOR TO CONSTRUCTION WITHIN ANY IMPACTED INTERSECTION (WITHIN 25 FEET OF ANY SIGNAL POLE SERVING THE INTERSECTION).
3. ALL IMPACTED CORNERS WITH PEDESTRIAN RAMPS WILL REQUIRE RAMP RECONSTRUCTION TO CURRENT AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS AND WILL REQUIRE DESIGN APPROVAL BY THE NYCDOT PEDESTRIAN RAMP PROGRAM.
4. REMOVAL AND REPLACEMENT OF ANY STREET LIGHT WILL REQUIRE A DETAILED DESIGN FOR REVIEW AND APPROVAL BY NYCDOT STREET LIGHTING THAT MEET REQUIREMENTS OF THE CURRENT EDITION OF THE NYCDOT STREET LIGHTING STANDARD DRAWINGS AND SPECIFICATIONS.

NYCDPR NOTES:

1. CHPE LLC OR ITS CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING A NYCDPR CONSTRUCTION PERMIT BEFORE ANY WORK ASSOCIATED WITH TESTING OR THE INSTALLATION OF CONDUITS AND VAULTS, INCLUDING SITE PREPARATION AND STAGING, CAN COMMENCE WITHIN ASTORIA PARK OR ANY OTHER PARK WITHIN 50 FEET OF ANY PLANNED DUCT BANKS OR VAULTS. THE PERMIT APPLICATION WILL REQUIRE IDENTIFICATION AND LOCATION OF ALL TREES AND PARK ASSETS WITHIN 50 FEET OF THE TRENCHING AREA, WORK ZONE, ACCESS PATHWAYS OR ROADWAYS, AND STAGING AREAS. A TREE SURVEY PREPARED BY A CERTIFIED ARBORIST WILL BE REQUIRED WITH THE APPLICATION. RESTORATION OF PARK AREAS DISTURBED WILL REQUIRE RESTORATION ACCORDING TO NYCDPR REQUIREMENTS AND STANDARDS AND WILL BE SPECIFIED IN THE PERMIT.
2. IF CHPE OR ITS CONTRACTOR WILL BE PERFORMING WORK ON OR WITHIN 50 FEET OF A TREE UNDER CITY JURISDICTION, A TREE WORK PERMIT FROM NYCDPR WILL BE REQUIRED PRIOR TO THE START OF CONSTRUCTION AND ALL WORK WILL BE PERFORMED IN COMPLIANCE WITH NYCDPR TREE PROTECTION PROTOCOL AS IN EFFECT UPON A TREE WORK PERMIT APPLICATION. ANY TREES THAT ARE ENVISIONED TO BE IN CONFLICT WITH THE CABLE ROUTE SHALL BE BROUGHT TO NYCDPR'S ATTENTION FOR A PRELIMINARY EVALUATION PRIOR TO SUBMISSION OF A TREE WORK PERMIT. IN THE CASE OF TREE REMOVAL, TREE RESTITUTION VALUES SHALL BE DETERMINED AS PER THE NYC TREE VALUATION METHOD.
3. NYCDPR ASSETS THAT ARE ADJACENT TO AND IN PROXIMITY WITH THE CHPE ALIGNMENT THAT WILL OR MAY REQUIRE PROTECTION, RESTORATION, OR RECONSTRUCTION SHALL INCLUDE, BUT ARE NOT LIMITED TO: CHAIN LINK FENCE, PARK SIGNAGE, PARK PATHWAY, BLEACHERS, PARK ROADWAY, GRASS LAWN, TREES, LIGHT POLES, BASEBALL FIELD FENCING, BASEBALL FIELD, AND UTILITY LINES.
4. CHPE LLC OR ITS CONTRACTOR SHALL COORDINATE WITH NYCDPR IN ADVANCE OF ANY POTENTIAL IMPACTS TO ACCESS TO ADJACENT PARKS ALONG THE PLANNED ASTORIA-RAINEY CABLE ROUTE.

NYPD COORDINATION NOTES:

1. CHPE LLC OR ITS CONTRACTOR SHALL NOTIFY SERGEANT EDWARD BRIGNONI (EDWARD.BRIGNONI@nypd.org) OF THE NYPD OFFICE OF MANAGEMENT ANALYSIS AND PLANNING OF THE INITIATION OF THE DETAILED DESIGN AND CONSTRUCTION STAGE OF THE PROJECT.
2. CHPE LLC OR ITS CONTRACTOR SHALL HOLD A COORDINATION MEETING WITH THE NYPD PATROL SERVICE BUREAU TO DISCUSS TRAFFIC MITIGATION MEASURES ASSOCIATED WITH THE CONSTRUCTION OF THE PROJECT AND SECURING OF ACCESS POINTS FROM THE PUBLIC.
3. ALL MATTERS REGARDING TRAFFIC MANAGEMENT ARE TO BE FORWARDED TO SERGEANT WAYNE LOWERY (WAYNE.LOWERY@NYPD.ORG OR 646-610-6688) AND ALL ENGINEERING COMPONENTS AND PLANNING PHASES OF THIS PROJECT BE FORWARDED TO THE ADMINISTRATIVE TRANSPORTATION COORDINATOR SHAWN ALSOP (SHAWN.ALSOP@NYPD.ORG OR 646-610-6688).

FDNY COORDINATION NOTES:

1. CHPE LLC OR ITS CONTRACTOR SHALL NOTIFY ED DURKIN (Edward.Durkin@fdny.nyc.gov) OF THE FDNY BUREAU OF PLANT OPERATIONS, ENGINEERING UNIT OF THE INITIATION OF THE DETAILED DESIGN AND CONSTRUCTION STAGE OF THE PROJECT.

MTA NYCT COORDINATION NOTES:

1. CHPE LLC OR ITS CONTRACTOR SHALL NOTIFY BRENNAN ORTIZ (Brennan.Ortiz@nycct.com) OF THE METROPOLITAN TRANSIT AUTHORITY, NEW YORK CITY TRANSIT - BUS SERVICE PLANNING OF THE INITIATION OF THE DETAILED DESIGN AND CONSTRUCTION STAGE OF THE PROJECT.
2. THE CONTRACTOR SHALL DEVELOP AND SUBMIT DETAILED MAINTENANCE AND PROTECTION OF TRAFFIC DRAWINGS TO MTA NYCT AT LEAST SIX (6) WEEKS PRIOR TO ANY CONSTRUCTION ACTIVITY THAT WILL DISRUPT BUS OPERATIONS LASTING MORE THAN THREE (3) WEEKS, AND AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY THAT WILL DISRUPT BUS OPERATIONS LESS THAN THREE (3) WEEKS.

NYC COMMUNITY STAKEHOLDER NOTES:

1. CHPE LLC OR ITS CONTRACTOR SHALL NOTIFY THE FOLLOWING COMMUNITY STAKEHOLDERS OF THE PLANNED DESIGN AND CONSTRUCTION OF THIS PROJECT WITHIN THE LIMITS OF THIS REVOCABLE CONSENT AGREEMENT:
 - a) NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 - ERIC MACFARLANE, DEPUTY COMMISSIONER OF THE INFRASTRUCTURE DIVISION
 - PHONE NUMBER: (718) 391-3142
 - b) NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY
 - GORDON TUNG, VICE PRESIDENT OF CONSTRUCTION MANAGEMENT
 - PHONE NUMBER: (718) 472-8359
 - c) PUBLIC SCHOOL 171
 - LAVRENTIA KAVOURIAS, PRINCIPAL
 - PHONE NUMBER: (718) 932-0909
 - E-MAIL: lkavour@schools.nyc.gov
 - d) LONG ISLAND CITY HIGH SCHOOL
 - VIVIAN SELENIKAS, PRINCIPAL
 - PHONE NUMBER: (718) 545-7095
 - E-MAIL: vseleni@schools.nyc.gov
 - e) THE NOGUCHI MUSEUM
 - PHONE NUMBER: (718) 204-7088
 - E-MAIL: info@noguchi.org

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| SHEET TITLE: GENERAL NOTES 2 OF 2 | | | |
| DRAWN BY: | NR | DATE: | 01/10/2022 |
| CHECKED BY: | NM | SCALE: | AS SHOWN |
| SHEET NO: G-4 | | PROJECT ID: | 60323056 |
| | | SHEET | 5 OF 79 |

LEGEND

| | |
|--|------------------|
| EXISTING GROUND (PROFILE) | |
| HDD OUTSIDE OF NYC PROPERTY LIMITS (PLAN) | |
| HDD OUTSIDE OF NYC PROPERTY LIMITS (PROFILE) | |
| CHPE 345kV HVDC TRANSMISSION LINE -CUT AND COVER (PLAN) | |
| CHPE 345kV HVDC TRANSMISSION LINE -CUT AND COVER (PROFILE) | |
| WATER MAIN | |
| WATER (24" or GREATER) | |
| STORM SEWER | |
| SEWER (24" or GREATER) | |
| FIRE LINE | |
| ELECTRIC LINE | |
| GAS LINE | |
| TELEPHONE LINE | |
| CABLE LINE | |
| MISC OVERHEAD | |
| U.S. PIERHEAD LINE | |
| U.S. BULKHEAD LINE | |
| U.S. PIERHEAD & BULKHEAD LINE | |
| HEDGES | |
| TREE & TRUNK DIAMETER | |
| CURB LINE | |
| DEPRESSED CURB | |
| PROPERTY BLOCK NUMBER | BLOCK XXX |
| PROPERTY LOT NUMBER | 1 |
| PROPERTY LOT LINE | |
| PROPERTY BLOCK LINE | |
| EASEMENT LINE | |
| STREET LINE & DIMENSION | 400.50' |
| LOT CROSSES LINE | |
| FENCE | |
| GUIDE RAIL | |
| MEAN HIGH WATER | |
| TOP OF BANK | |
| RIGHT OF WAY | |

| | |
|--------------------------------------|--|
| TREE LINE | |
| OTHER | |
| PARK BOUNDARY | |
| BUILDING | |
| SECTION MARK | |
| SITE PHOTOGRAPHS | |
| BRIDGE (AMTRACK HELL GATE, TBTA RFK) | |

| | |
|-----------------|--|
| MANHOLES | |
| SEWER | |
| ELECTRIC | |
| STEAM | |
| SUBWAY | |
| MANHOLE (NO ID) | |
| FROM RECORD MAP | |
| WATER | |
| GAS | |
| N.Y.F.D. | |
| TELEPHONE | |
| BECO OR CTES | |
| CABLE TV IRON | |
| VALVES | |
| GAS VALVE | |
| WATER VALVE | |
| STEAM | |
| UNKNOWN | |

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| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: LEGEND 1 OF 2 | |
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| | SHEET 6 OF 79 |

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LEGEND (CONT.)

SYMBOLS

| | |
|--|--|
| HYDRANT | |
| BENCH | |
| FIRE ALARM BOX | |
| ELECTRIC BOX | |
| MONUMENT | |
| STANDPIPE | |
| SPRINKLER | |
| CATCHBASIN | |
| DRAIN | |
| IRON HATCH | |
| SIGN | |
| SIGNALS | |
| TREE | |
| OPEN WATER | |
| TRAFFIC SIGN | |
| PARKING METER | |
| COAL CHUTE | |
| VENT PIPE | |
| FIRE ALARM BOX | |
| TRAFFIC CONTROL BOX | |
| BUS FARE MACHINE | |
| MUNI METER | |
| MAILBOX | |
| PAY PHONE | |
| OIL FILL | |
| SPRINKLER | |
| BORING HOLE | |
| MONITORING WELL | |
| LINKNYC WIFI | |
| WATER/GAS REDUCER | |
| GUY WIRE | |
| TRAFFIC SIGNAL | |
| PEDESTRIAN SIGNAL | |
| TRAFFIC SIGNAL W/PEDESTRIAN SIGNAL | |
| WOOD UTILITY POLE | |
| WOOD UTILITY POLE W/FIRE ALARM BOX | |
| WOOD UTILITY POLE W/PEDESTRIAN SIGNAL | |
| WOOD UTILITY POLE W/TRAFFIC SIGNAL | |
| WOOD UTILITY POLE W/TRAFFIC SIGNAL & PED. SIGNAL | |
| WOOD UTILITY POLE W/STREET LIGHT | |
| WOOD UTILITY POLE W/STREET LIGHT & FIRE ALARM BOX | |
| WOOD UTILITY POLE W/STREET LIGHT & PEDESTRIAN SIGNAL | |
| WOOD UTILITY POLE W/STREET LIGHT & TRAFFIC SIGNAL | |
| WOOD UTILITY POLE W/STREET LIGHT, TRAF. SIGNAL & PED. SIGNAL | |
| METAL STREET LIGHT | |
| METAL STREET LIGHT W/PEDESTRIAN SIGNAL | |
| METAL STREET LIGHT W/TRAFFIC SIGNAL | |
| METAL STREET LIGHT W/TRAFFIC SIGNAL & PEDESTRIAN SIGNAL | |
| DIRECTION OF TRAFFIC | |
| DIRECTION OF FLOW | |
| PEDESTRIAN RAMP | |

ABBREVIATIONS

| | |
|--------|--|
| APPROX | APPROXIMATE |
| B.S.C. | BLUESTONE CURB |
| B.S.W. | BLUESTONE WALK |
| C.C. | CONCRETE CURB |
| CHPE | CHAMPLAIN HUDSON POWER EXPRESS |
| CIP | CAST IRON PIPE |
| CNC | CONCRETE |
| COMB | COMBINED |
| COMM | COMMUNICATION |
| COND | CONDUIT |
| CP | CLAY PIPE |
| CRTP | CONCRETE PIPE |
| C.S.W. | CONCRETE SIDEWALK |
| DIA. | DIAMETER |
| DIP | DUCTILE IRON PIPE |
| DC | DROP CURB |
| E.O.P. | EDGE OF PAVEMENT |
| ESVP | EXTRA STRENGTH VITRIFIED PIPE |
| FDNY | FIRE DEPARTMENT OF THE CITY OF NEW YORK |
| HVAC | HIGH VOLTAGE ALTERNATING CURRENT |
| INT | INTERCEPTOR |
| INV | INVERT |
| LCP | LINED CAST IRON PIPE |
| MISC | MISCELLANEOUS |
| NO | NUMBER |
| NYCDEP | NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION |
| NYCDPR | NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION |
| PVC | POLYVINYL CHLORIDE |
| RCP | REINFORCED CONCRETE PIPE |
| ROW | RIGHT OF WAY |
| SAN | SANITARY |
| S.F.C. | STEEL FACE CURB |
| STA. | STATION |
| TYP. | TYPICAL |
| UKN | UNKNOWN |
| VCP | VITRIFIED CLAY PIPE |
| VL | VAULT |
| VP | VITRIFIED PIPE |
| XLPE | CROSS LINK POLYETHYLENE |

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| | | SHEET 7 OF 79 | |

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SITE 7A - STA. 57+63
(SOUTHWEST)



SITE 7B - STA. 58+04
(SOUTHWEST)



SITE 7C - STA. 59+67
(SOUTHWEST)



SITE 8A - STA. 70+46
(SOUTHWEST)



SITE 9A - STA. 73+39
(SOUTHWEST)



SITE 9B - STA. 74+94
(SOUTHWEST)



SITE 10A - STA. 84+91
(SOUTHWEST)



SITE 10B - STA. 86+26
(NORTHEAST)

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| SHEET TITLE: SITE PHOTOGRAPHS 3 OF 9 | | | |
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| SHEET NO: SP-3 | | PROJECT ID: 60323056 | |
| | | SHEET 10 OF 79 | |



SITE 14A - STA. 102+82
(SOUTH)



SITE 14B - STA. 103+42
(SOUTHEAST)



SITE 14C - STA. 103+72
(SOUTHWEST)



SITE 15A - STA. 106+06
(NORTHWEST)



SITE 15B - STA. 106+29
(SOUTHWEST)



SITE 16A - STA. 108+27
(SOUTH)



SITE 16B - STA. 108+98
(SOUTHWEST)

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| SHEET TITLE: SITE PHOTOGRAPHS 5 OF 9 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| SHEET NO: SP-5 | PROJECT ID: 60323056 | | |
| | SHEET 12 OF 79 | | |

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SITE 26A - STA. 143+39
(WEST)



SITE 26B - STA. 144+08
(WEST)



SITE 27A - STA. 145+94
(WEST)



SITE 28A - STA. 148+67
(SOUTHWEST)



SITE 29A - STA. 150+53
(SOUTHWEST)



SITE 30A - STA. 155+69
(SOUTHWEST)



SITE 30B - STA. 157+89
(WEST)



SITE 30C - STA. 159+50
(NORTHWEST)

Prepared by:

AECOM

AECOM USA, INC.
ONE TRADE CENTER
NEW YORK, NY 10048
TEL: 212 512 2000
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PROJECT TITLE:
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ASTORIA - BOROUGH OF QUEENS ALIGNMENT

SHEET TITLE:
SITE PHOTOGRAPHS 9 OF 9

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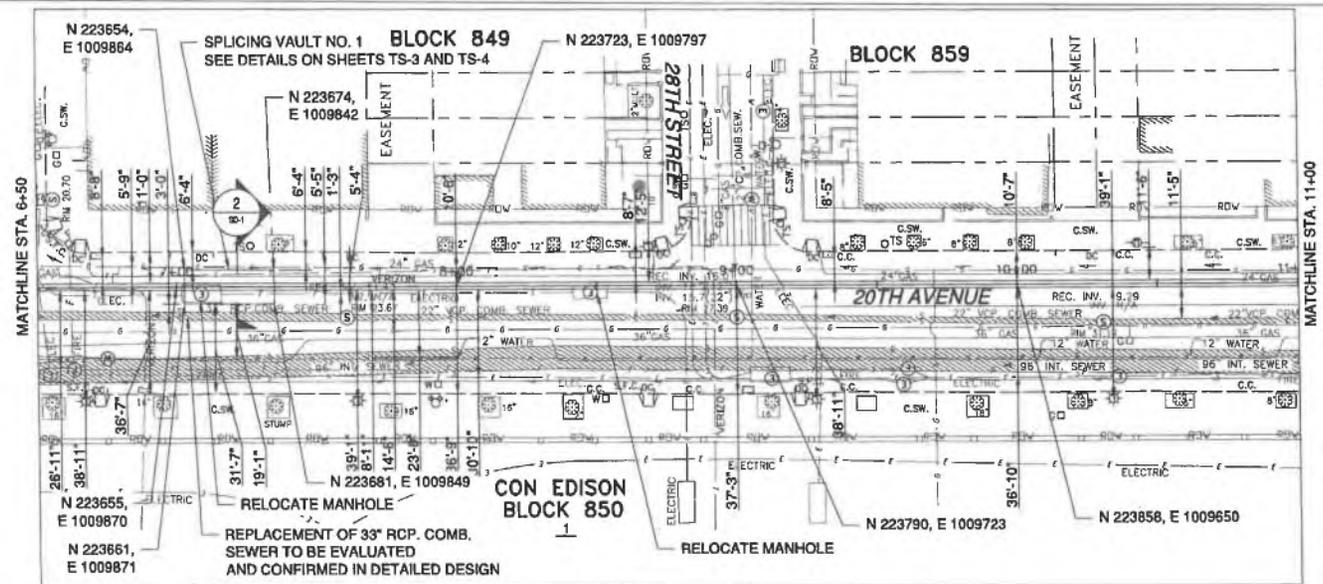
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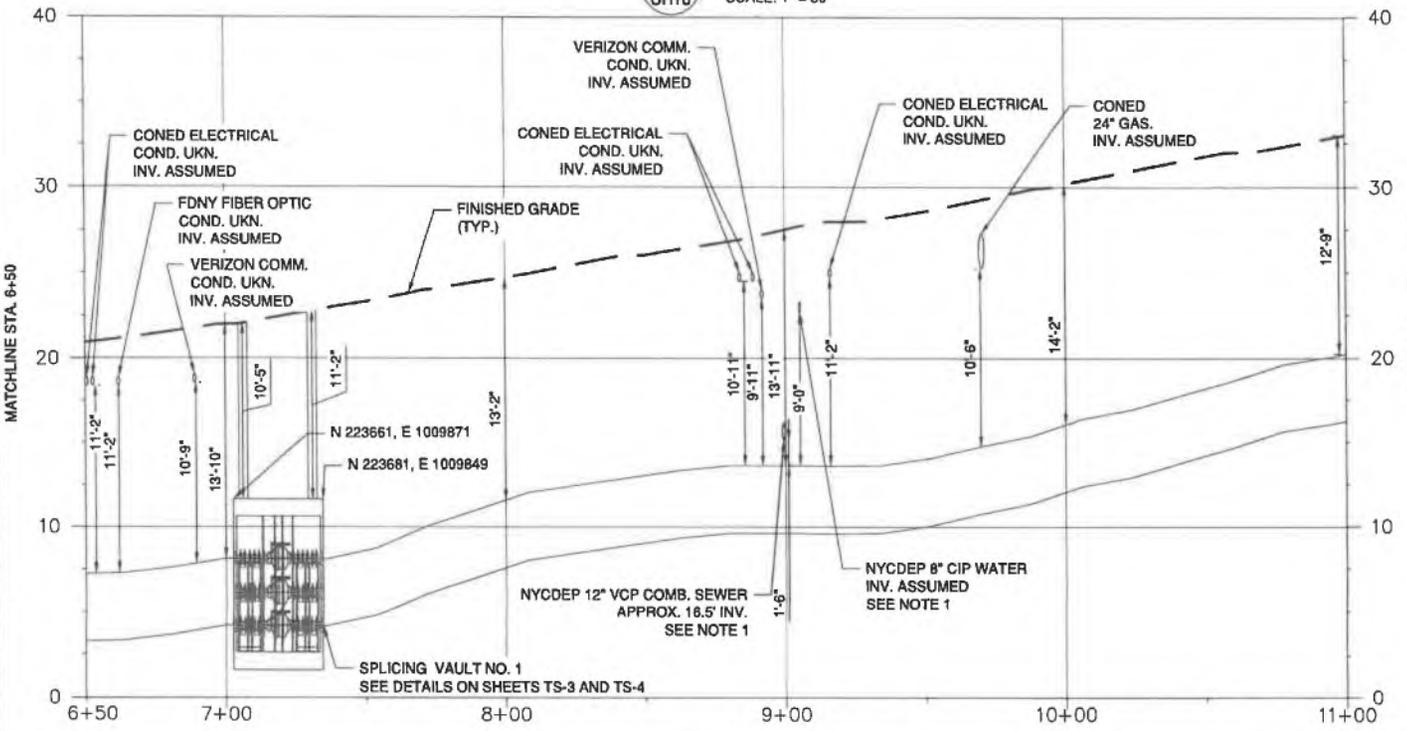


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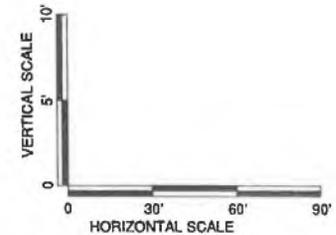
1. REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.



2 PLAN
SH18 SCALE: 1" = 30'



2 PROFILE
SH18 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

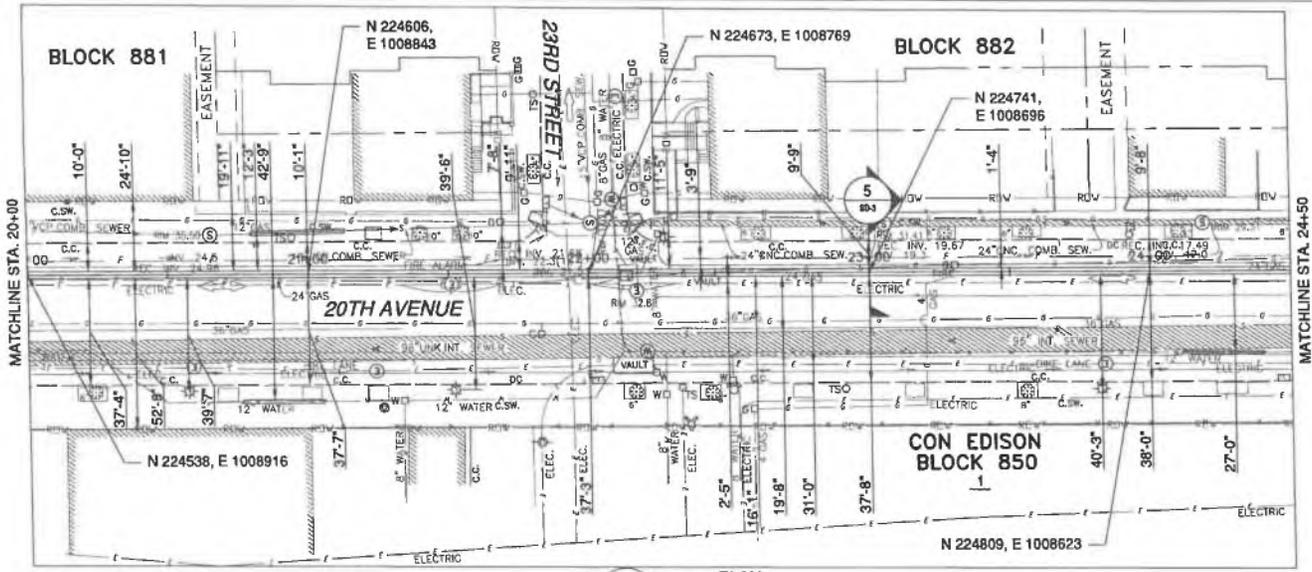


NOTE:
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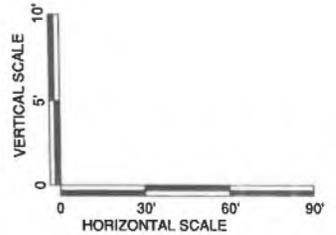
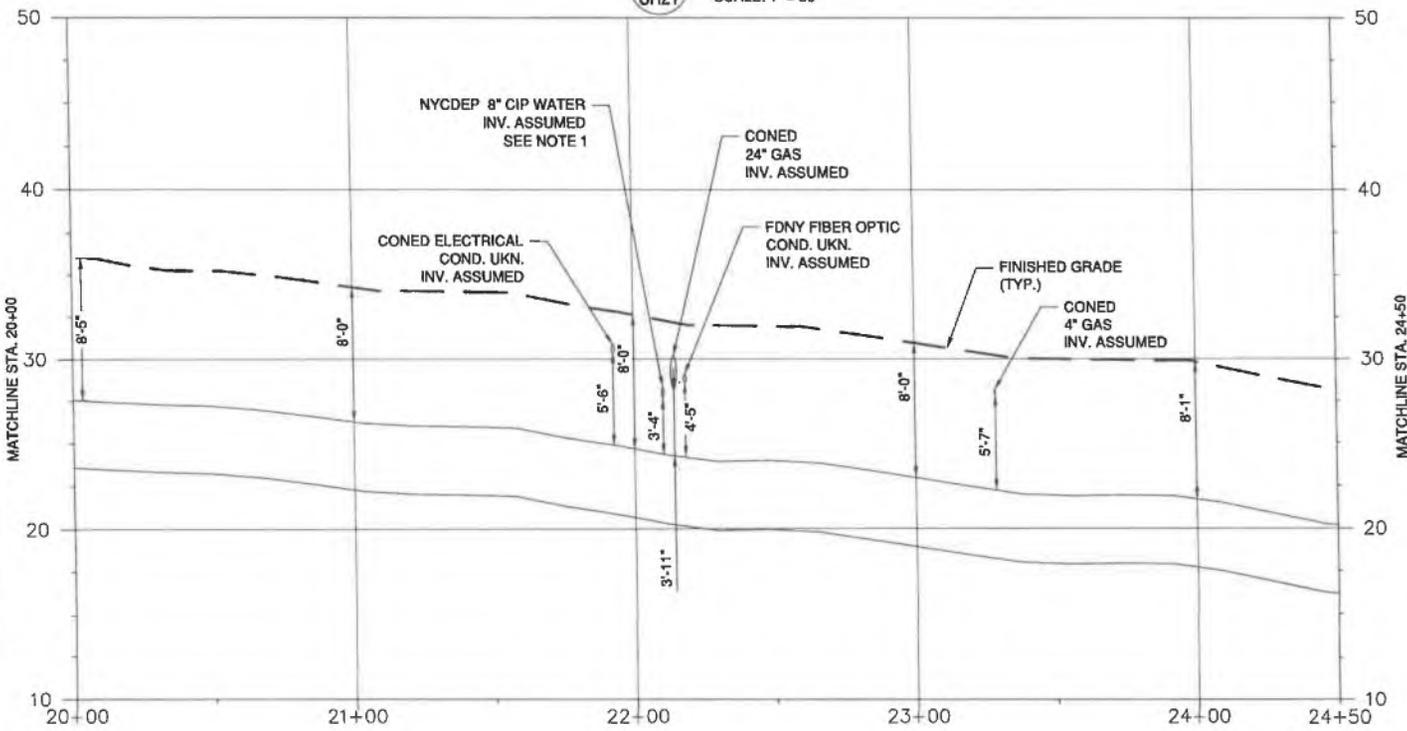
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| | SHEET 18 OF 79 |

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- NOTES:**
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5 PLAN
SH21 SCALE: 1" = 30'



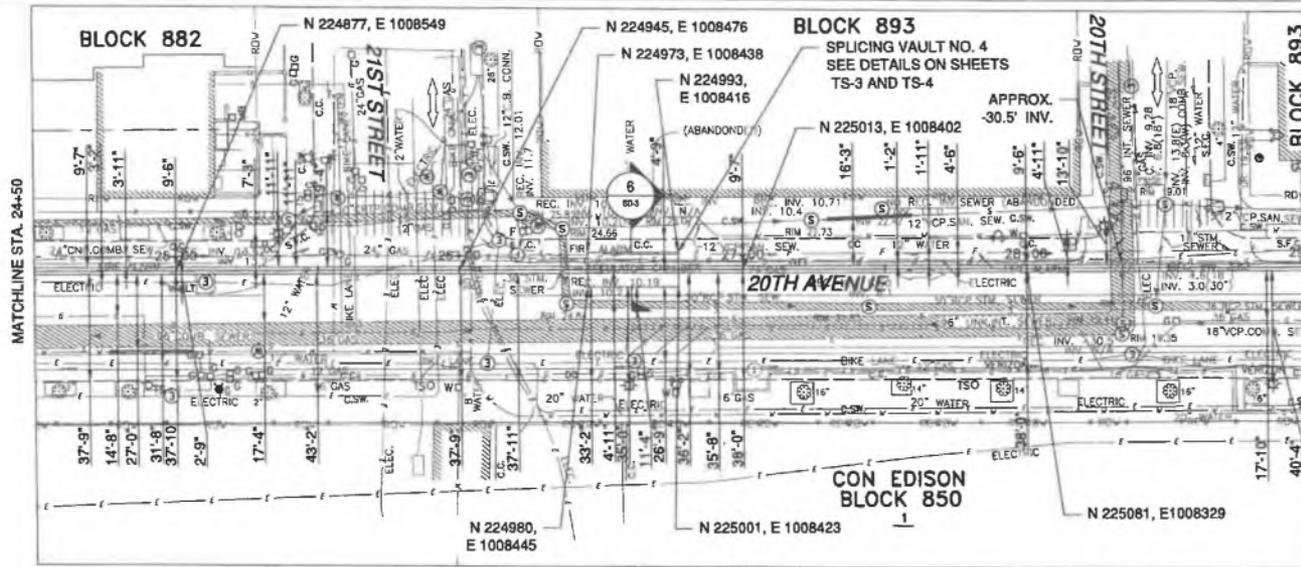
5 PROFILE
SH21 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

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| SHEET NO: U5 | SHEET 21 OF 79 | | |

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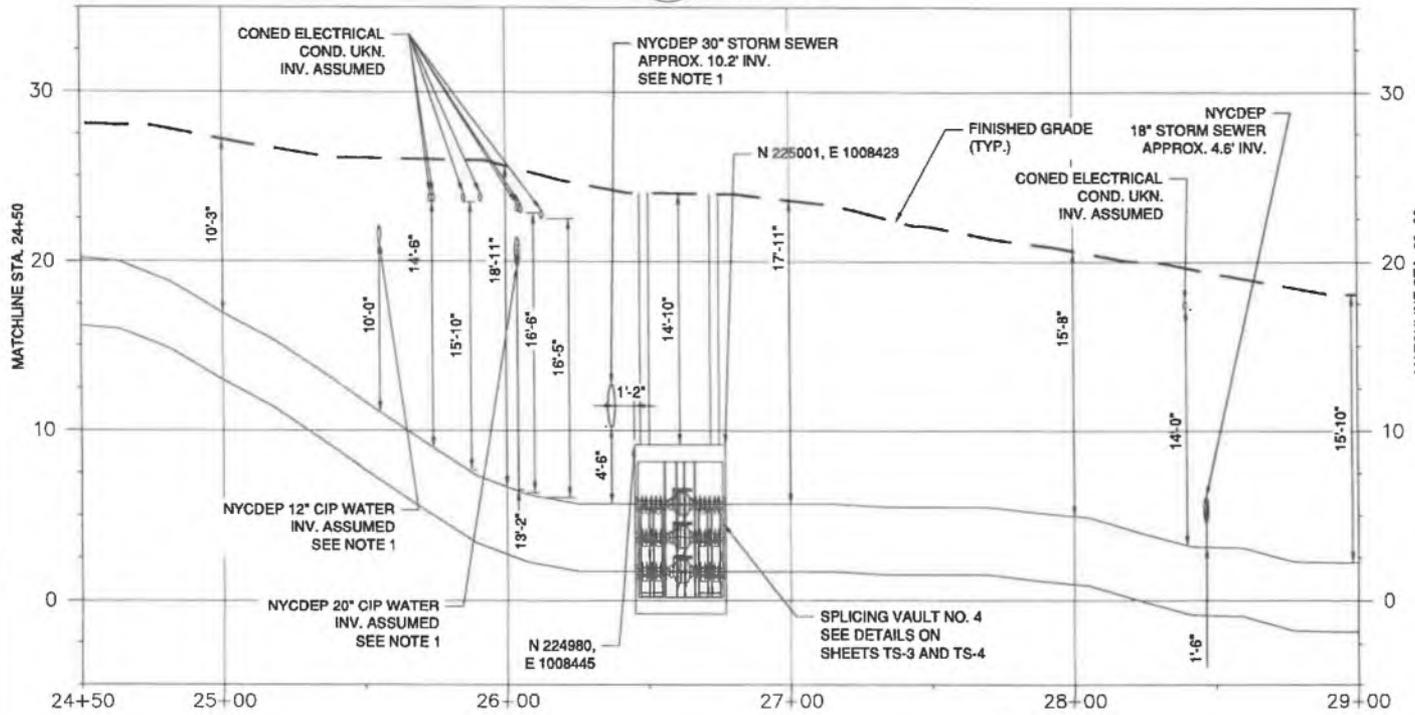
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6 PLAN
SH22 SCALE: 1" = 30'

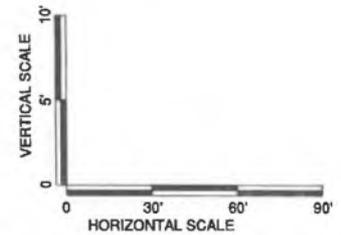


- NOTES:**
- REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.



6 PROFILE
SH22 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

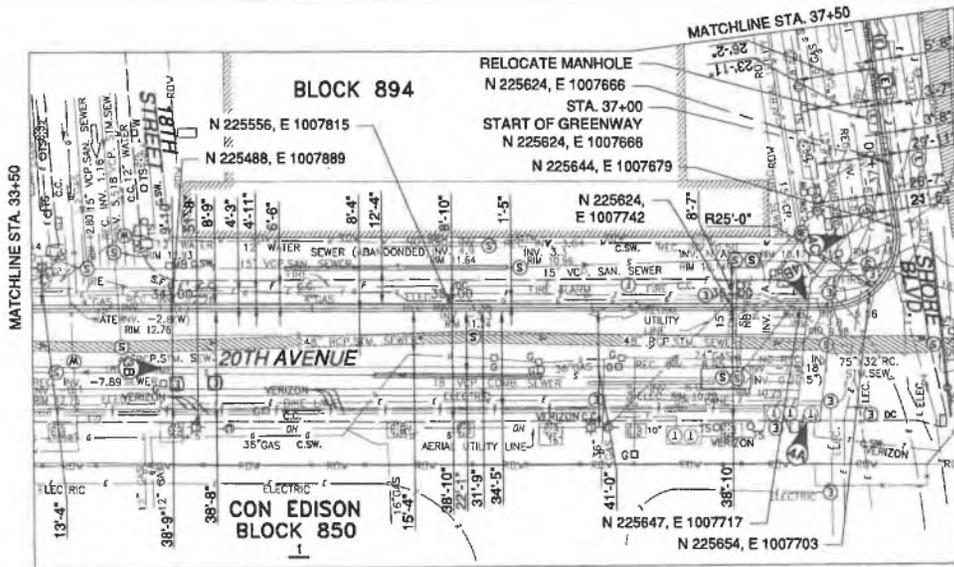
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| SHEET NO: U6 | | PROJECT ID: 60323056 | SHEET 22 OF 79 |

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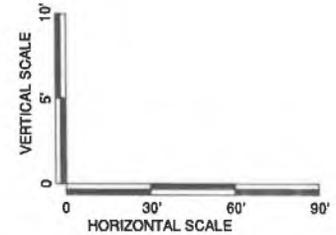
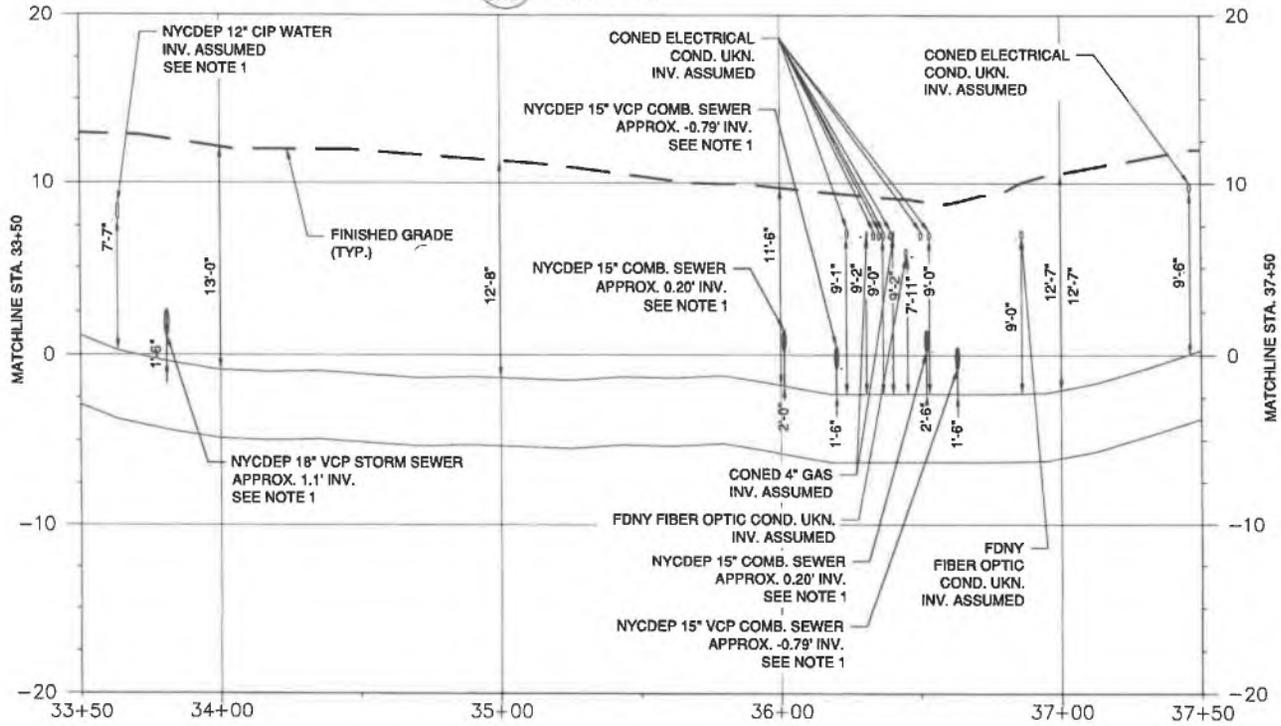
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NOTES:

- REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

8 PLAN
SH24 SCALE: 1" = 30'



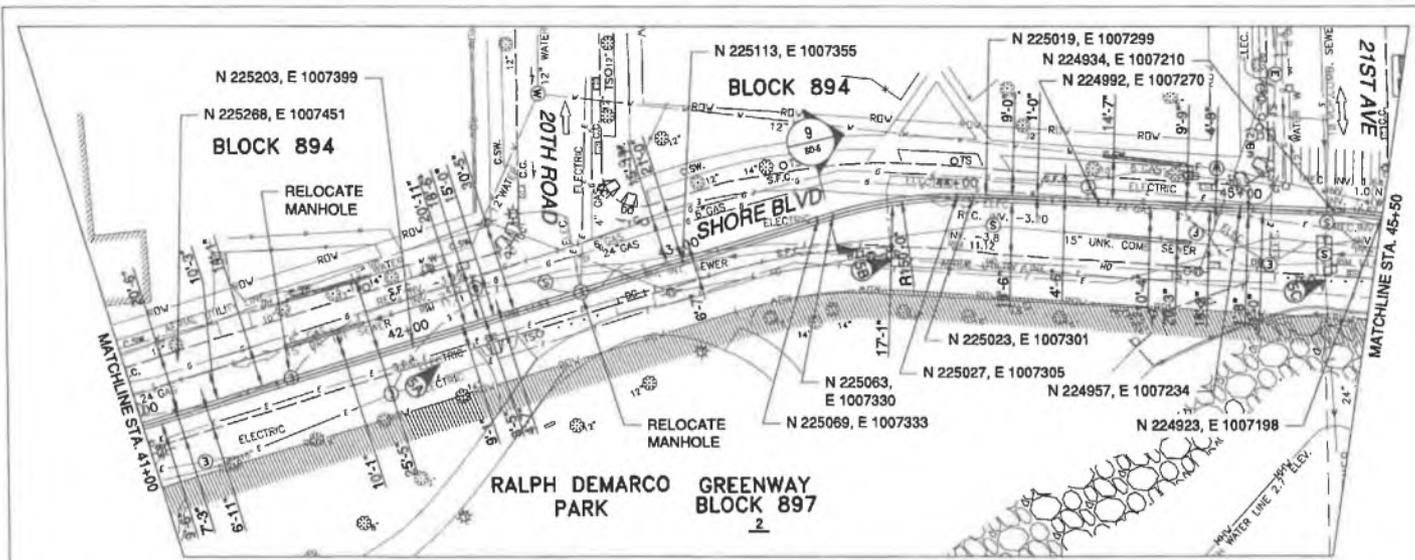
8 PROFILE
SH24 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

NOTE:
PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

| | | | |
|---|------------------|--|--|
| Prepared by: AECOM <small>AECOM INC. 300 FIFTH AVENUE NEW YORK, NY 10001 TEL: 212 512 2000</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 8 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| | | PROJECT ID: 60323056 | |
| SHEET NO: U8 | | SHEET 24 OF 79 | |

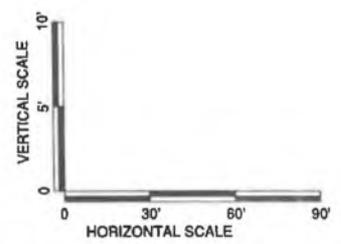
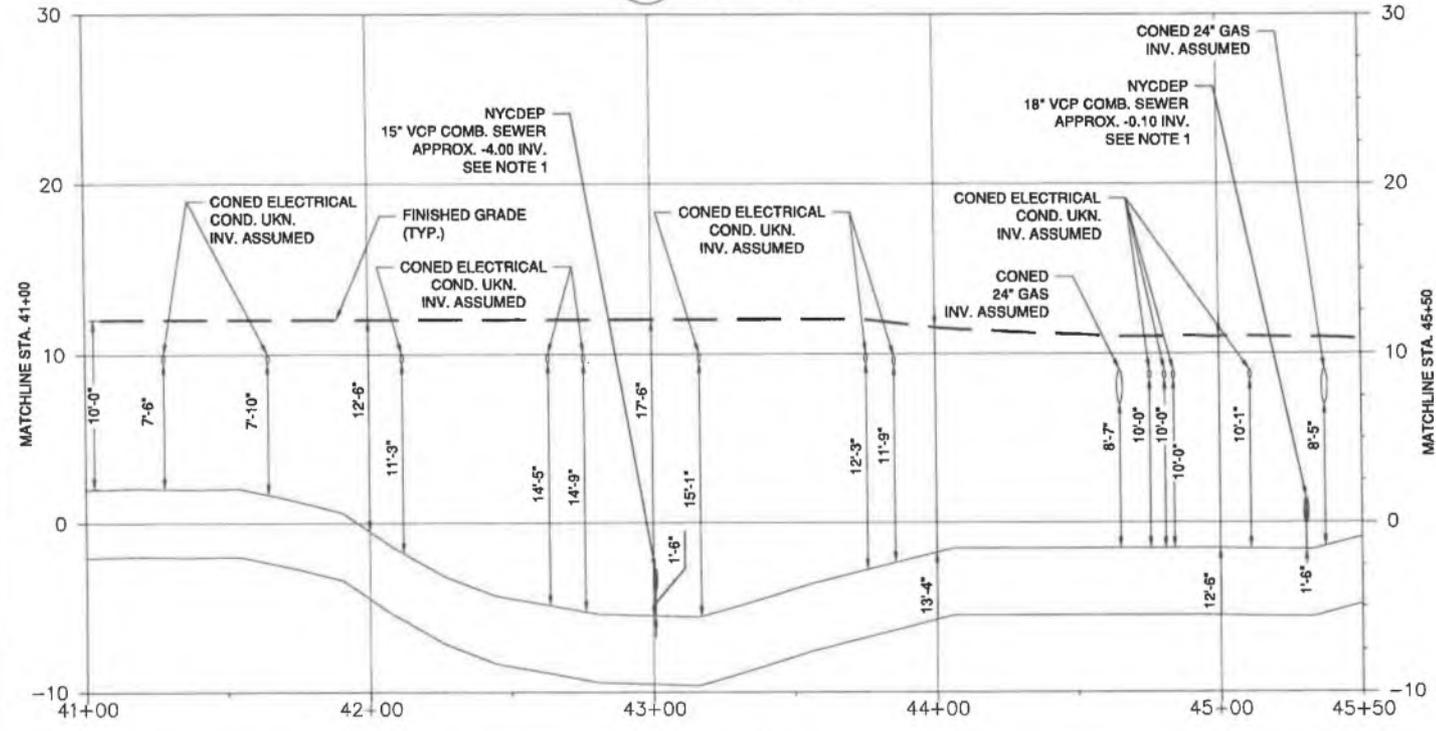
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| DATE | ISSUE TO/FOR | BY |
|------|--------------|----|
| | | |
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- NOTES:**
- REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

10 PLAN
SH26 SCALE: 1" = 30'



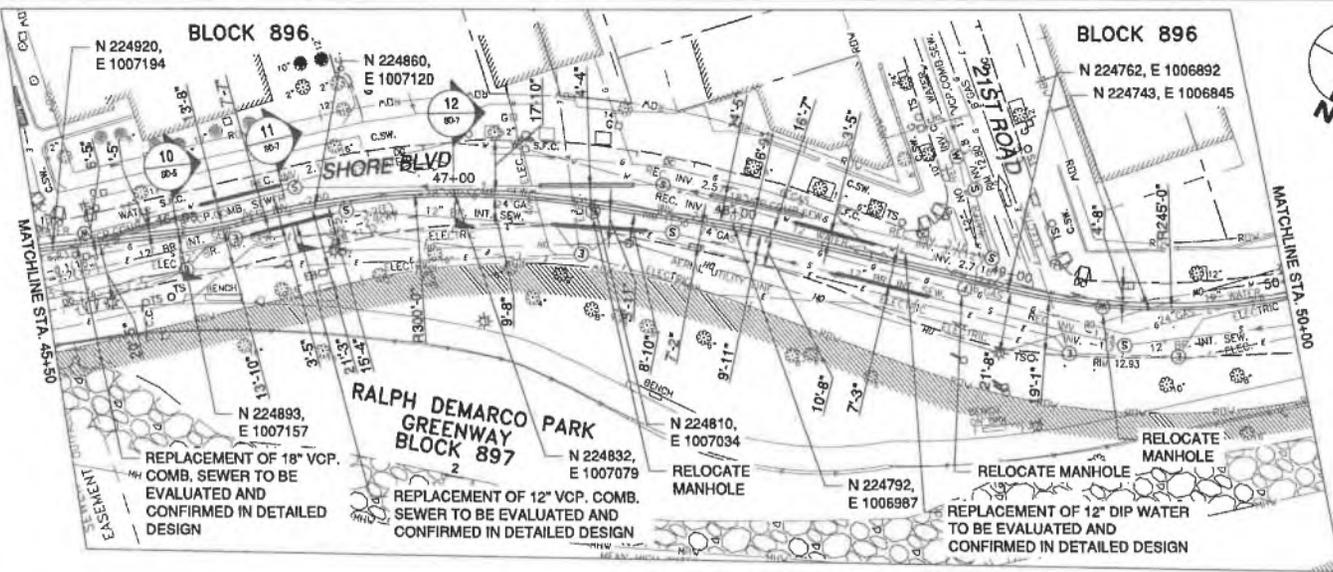
NOTE:
PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

10 PROFILE
SH26 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

| | | | |
|--|------------------|--|--|
| Prepared by: AECOM <small>AECOM USA, INC. 200 WEST 10TH STREET NEW YORK, NY 10011 TEL: 212 512 2000 WWW.AECOM.COM</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 10 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| | | PROJECT ID: 60323056 | |
| SHEET NO: U10 | | SHEET 26 OF 79 | |

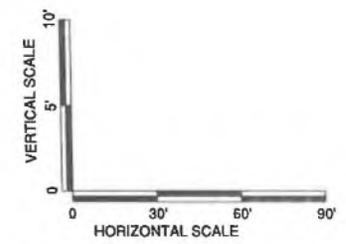
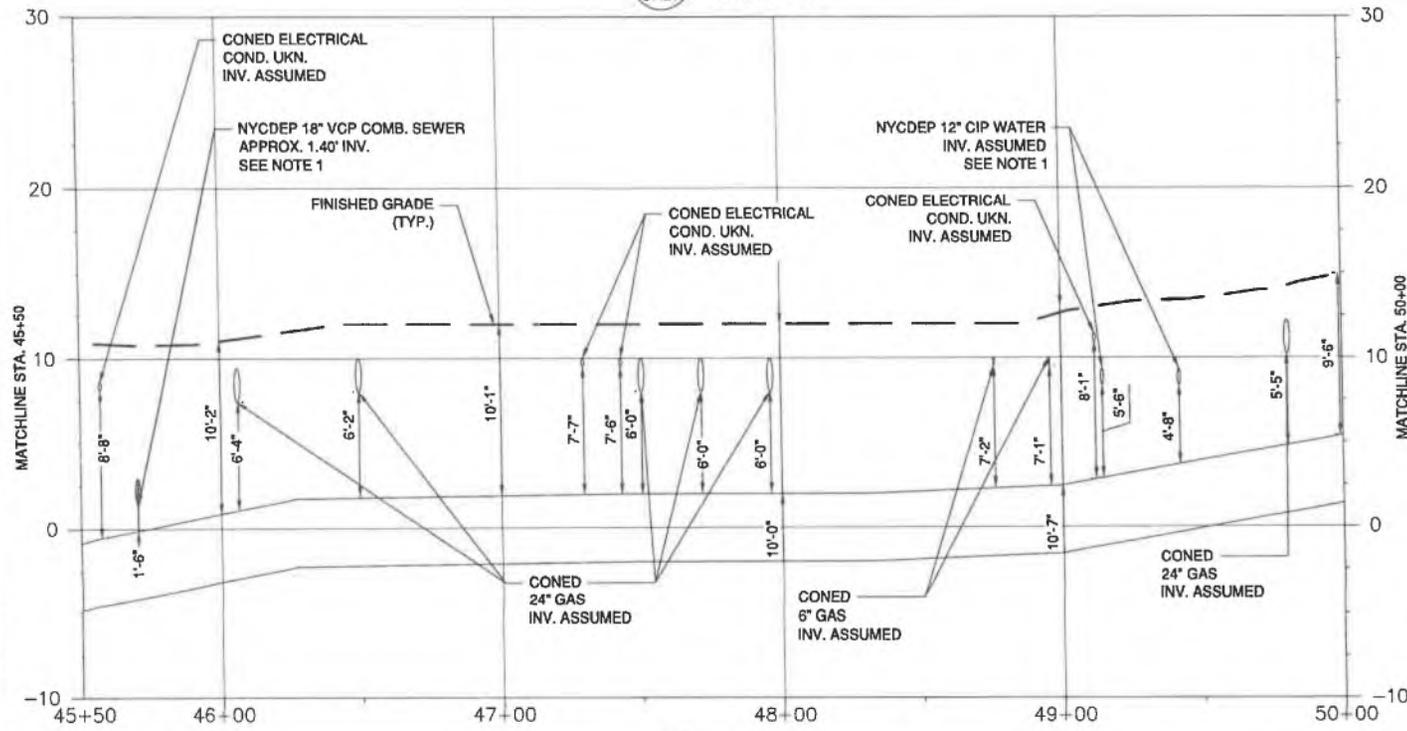
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| DATE | ISSUE TO/FOR | BY |
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NOTES:
 1. REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

11
 SH27



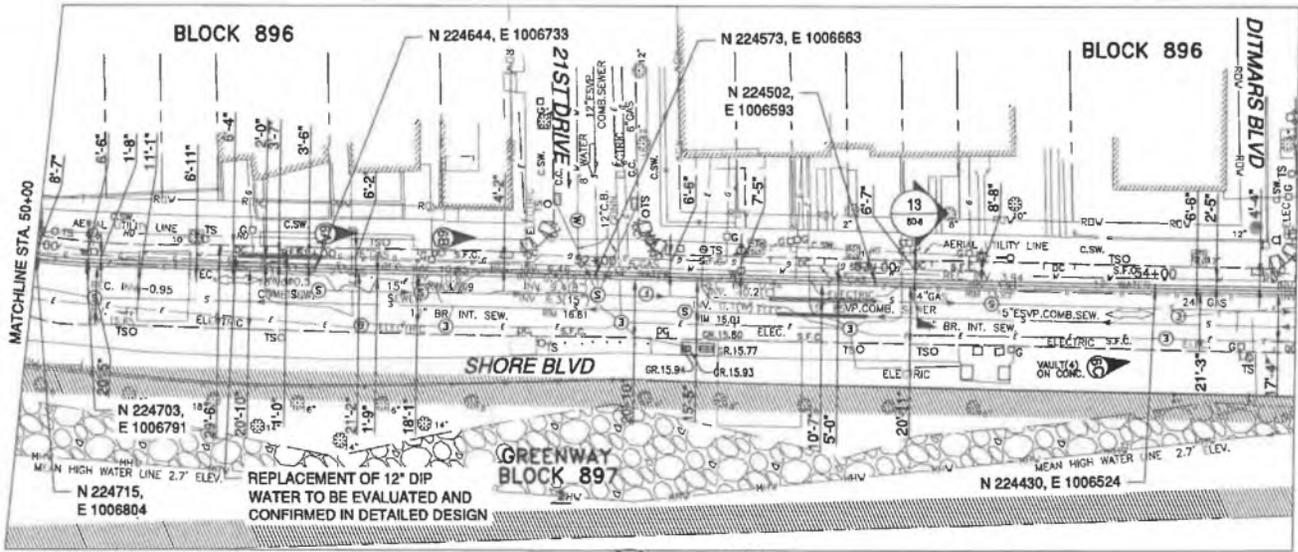
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NOTE:
 PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

11
 SH27

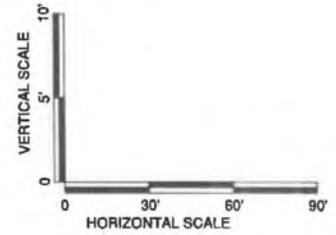
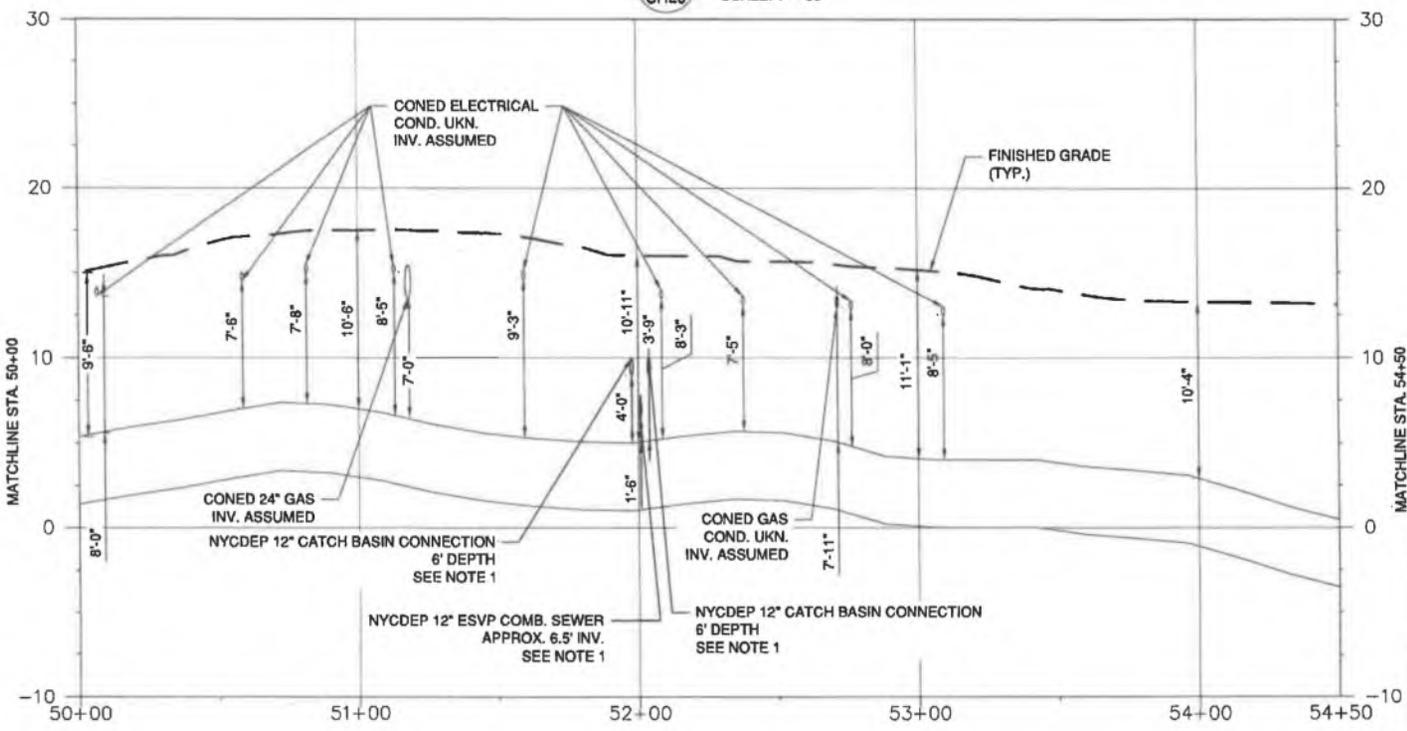
| DATE | ISSUE | TO/FOR | BY |
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| Prepared by: | | Seal & Signature: | |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 11 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | CHECKED BY: NM | SCALE: AS SHOWN |
| SHEET NO: U11 | | PROJECT ID: 60323056 | |
| DATE | | SHEET 27 OF 79 | |



- NOTES:**
- REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

12 PLAN
SH28 SCALE: 1" = 30'

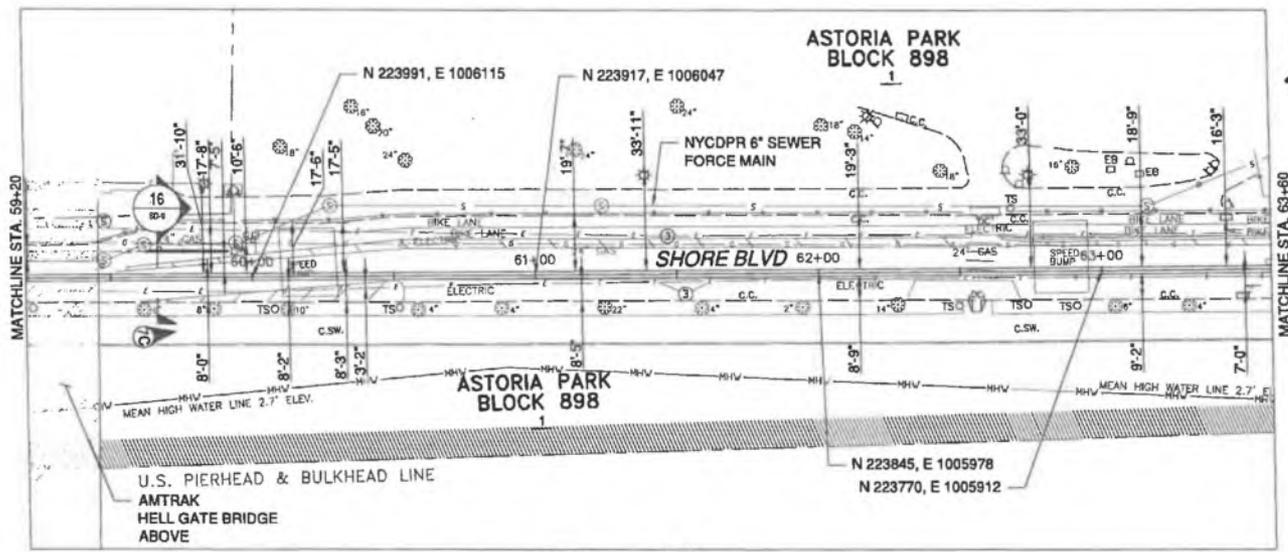


12 PROFILE
SH28 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

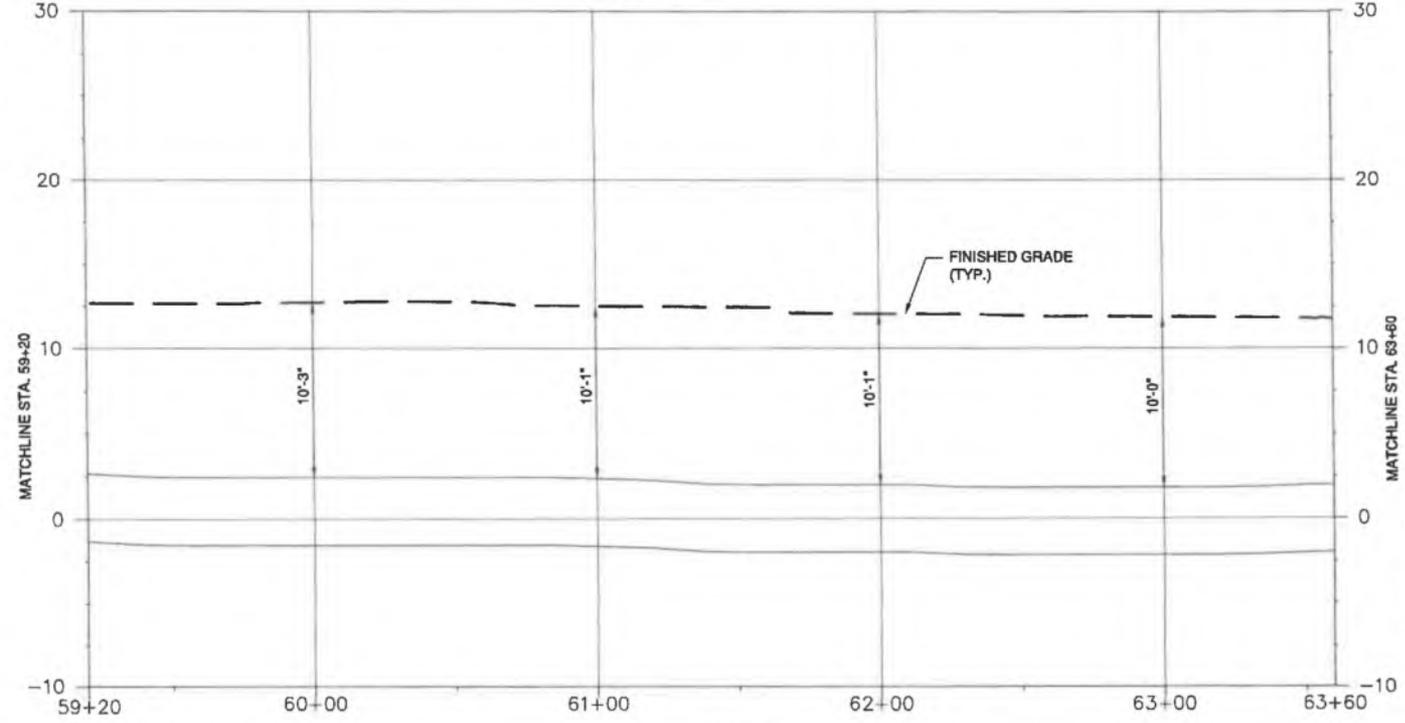
NOTE:
PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

| | | | |
|---|------------------|-----------------------|-----------------|
| Prepared by: AECOM <small>AECOM USA, INC. 100 OLD WESTBURY ROAD WESTBURY, NY 10994 WWW.AECOM.COM</small> | | Seal & Signature: | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 12 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | CHECKED BY: NM | SCALE: AS SHOWN |
| SHEET NO: U12 | | PROJECT ID: 60323056 | SHEET 28 OF 79 |

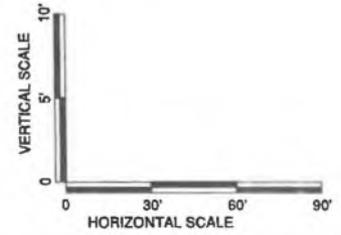
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14 PLAN
SH30 SCALE: 1" = 30'



14 PROFILE
SH30 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

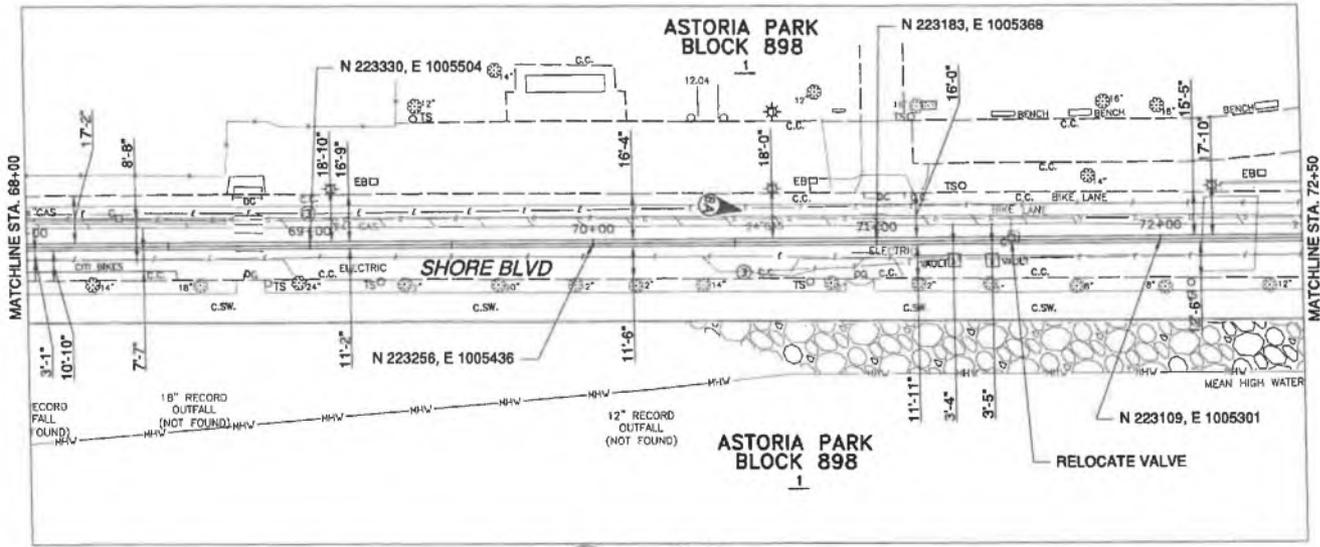


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| Prepared by: AECOM <small>AECOM, INC. 300 WEST 34TH STREET NEW YORK, NY 10018 WWW.AECOM.COM</small> | | Seal & Signature: | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 14 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| SHEET NO: U14 | | PROJECT ID: 60323056 | SHEET 30 OF 79 |

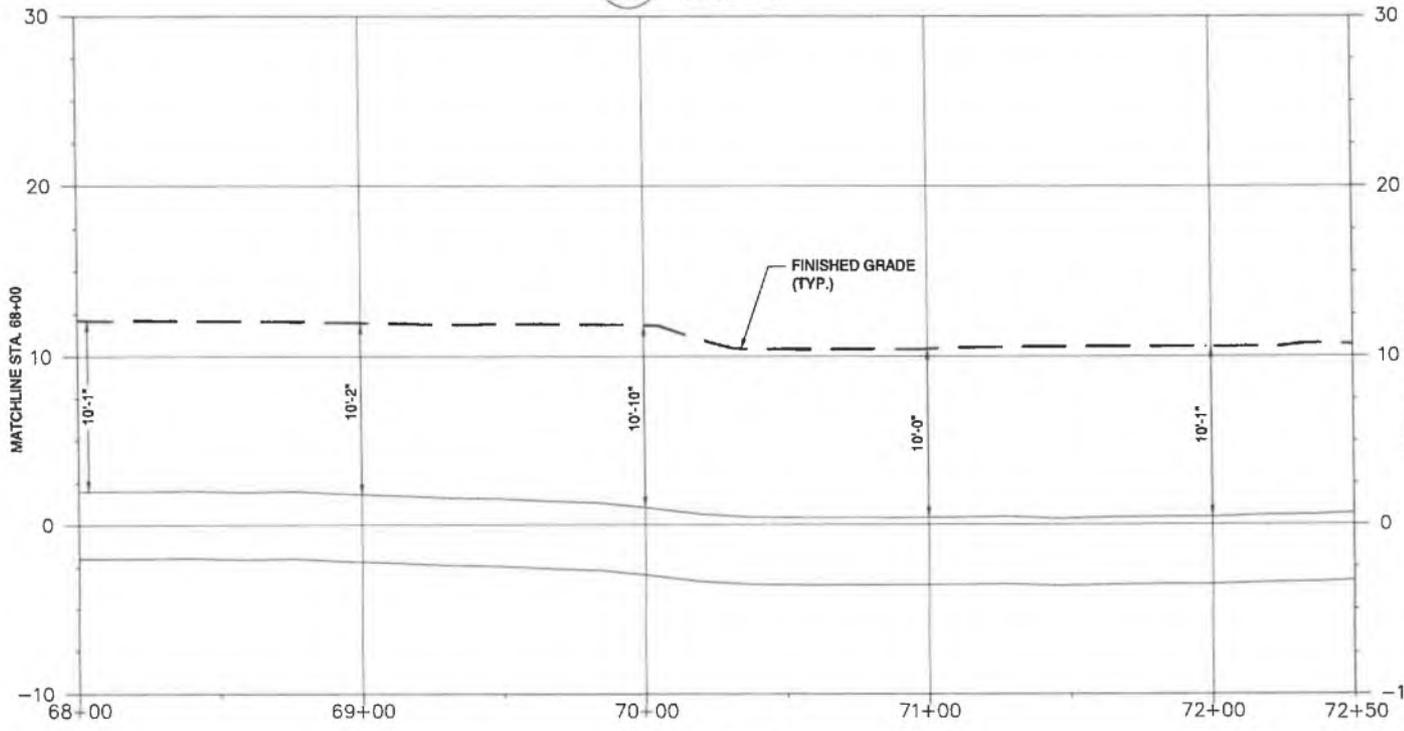
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NOTE:
PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

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| DATE | ISSUE | TO/FOR | BY |
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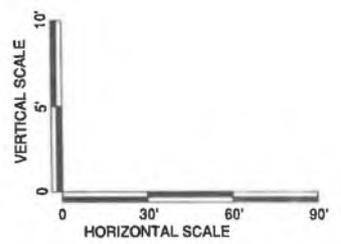


16 PLAN
SH32 SCALE: 1" = 30'



16 PROFILE
SH32 SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

NOTE:
PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

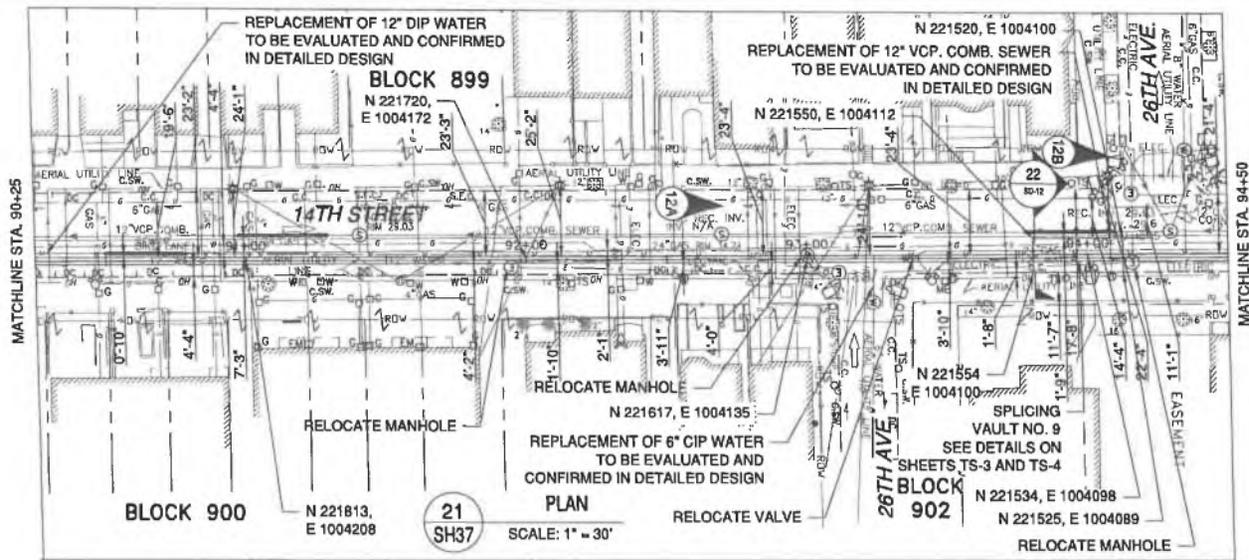


MATCHLINE STA. 72+50

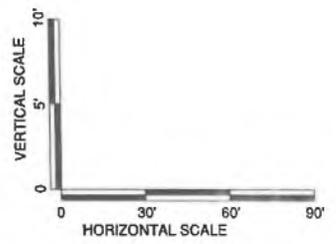
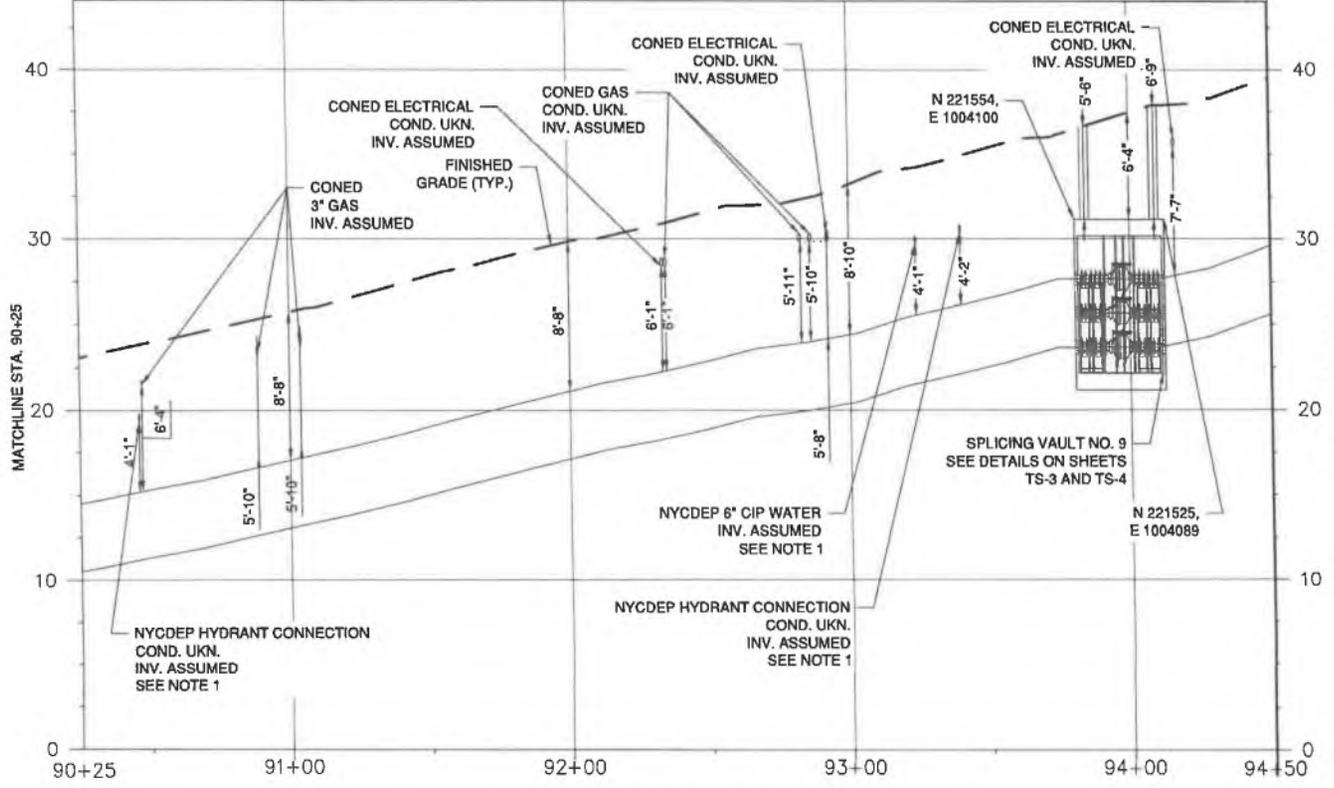
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| Prepared by: AECOM <small>AECOM, INC. 80 TEMPLE PLAZA ELIZABETH, NJ 07208 WWW.AECOM.COM</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 16 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | CHECKED BY: NM | SCALE: AS SHOWN |
| PROJECT ID: 60323056 | | SHEET NO: U16 | |
| SHEET 32 OF 79 | | DATE ISSUE TO/FOR BY | |

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 User: J. B. [unreadable]



- NOTES:**
- REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

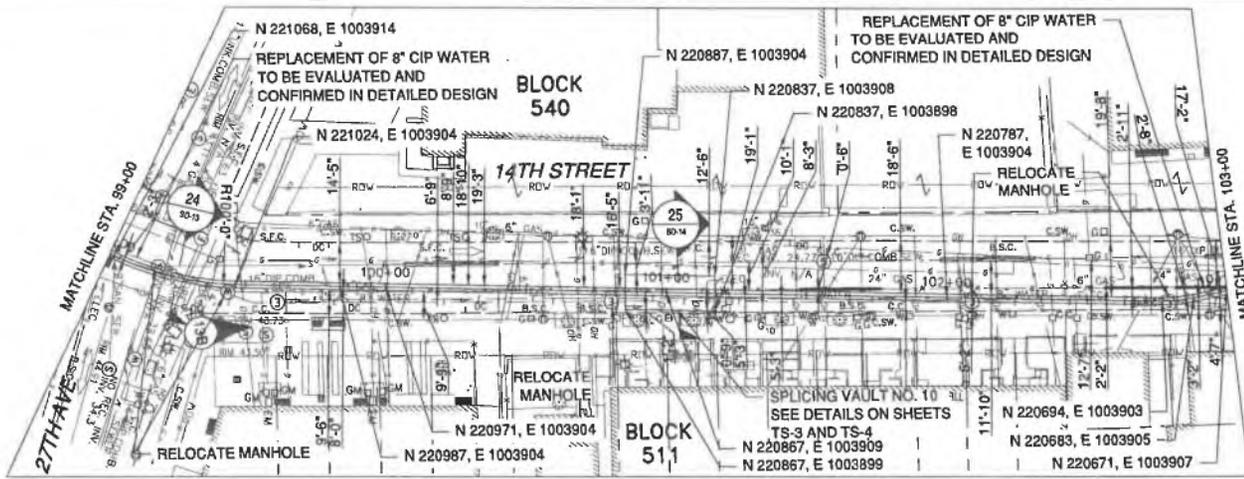


NOTE:
PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

21
SH37 PROFILE
SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

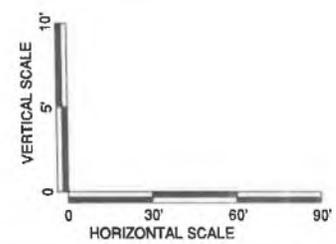
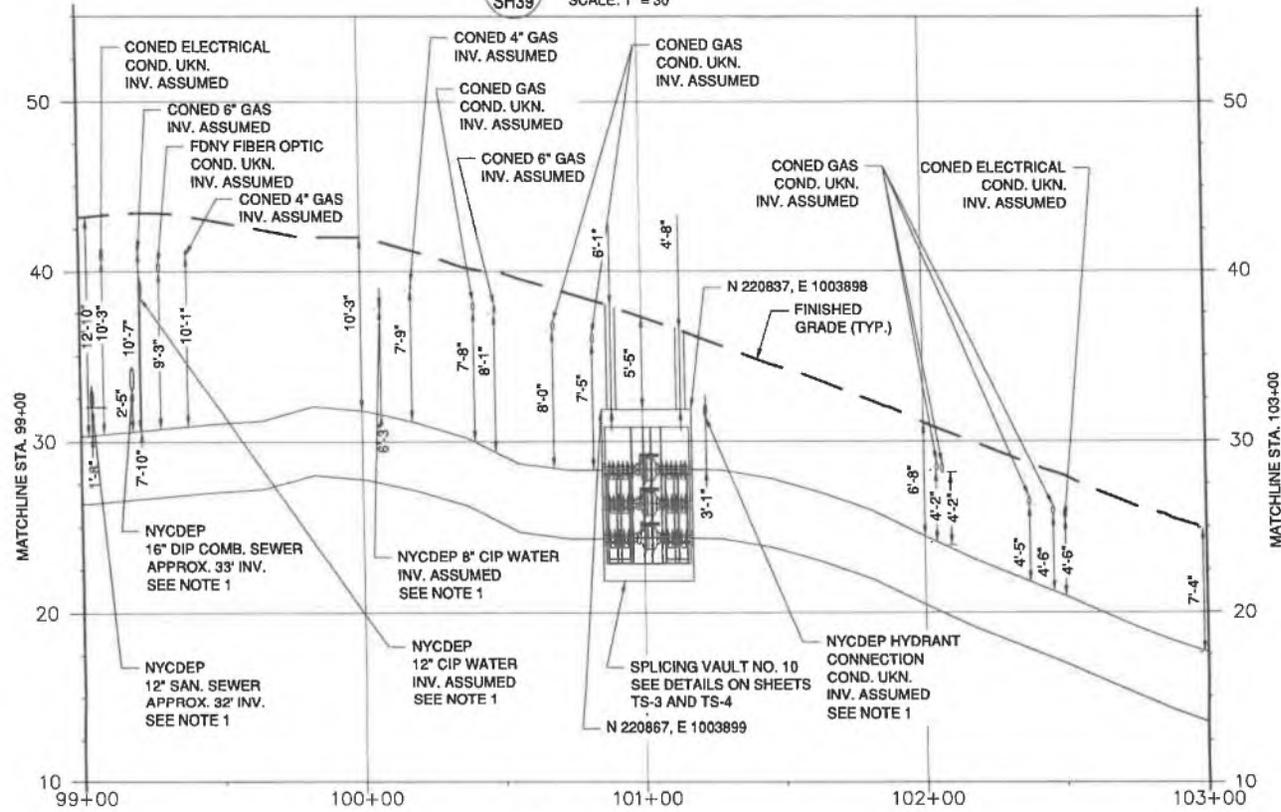
| DATE | ISSUE TO/FOR | BY |
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| Prepared by: | | Seal & Signature: | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 21 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | CHECKED BY: NM | SCALE: AS SHOWN |
| SHEET NO: U21 | | PROJECT ID: 60323056 | SHEET 37 OF 79 |



NOTES:
 1. REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

23
SH39 PLAN
 SCALE: 1" = 30'



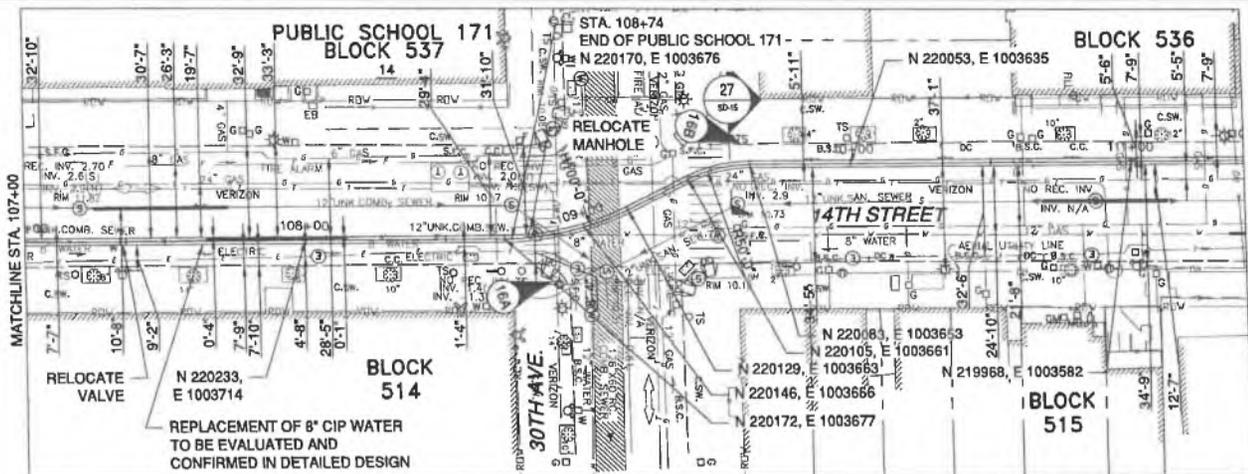
23
SH39 PROFILE
 SCALE: VERT: 1" = 5'
 HORIZ: 1" = 30'

NOTE:
 PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

| | |
|---|-----------------------|
| Prepared by: AECOM <small>AECOM USA, INC. 300 WEST AVENUE NEW YORK, NY 10014 WWW.AECOM.COM</small> | Seal & Signature: |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: PLAN AND PROFILE 23 OF 37 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
| CHECKED BY: NM | SCALE: AS SHOWN |
| SHEET NO: U23 | PROJECT ID: 60323056 |
| | SHEET 39 OF 79 |

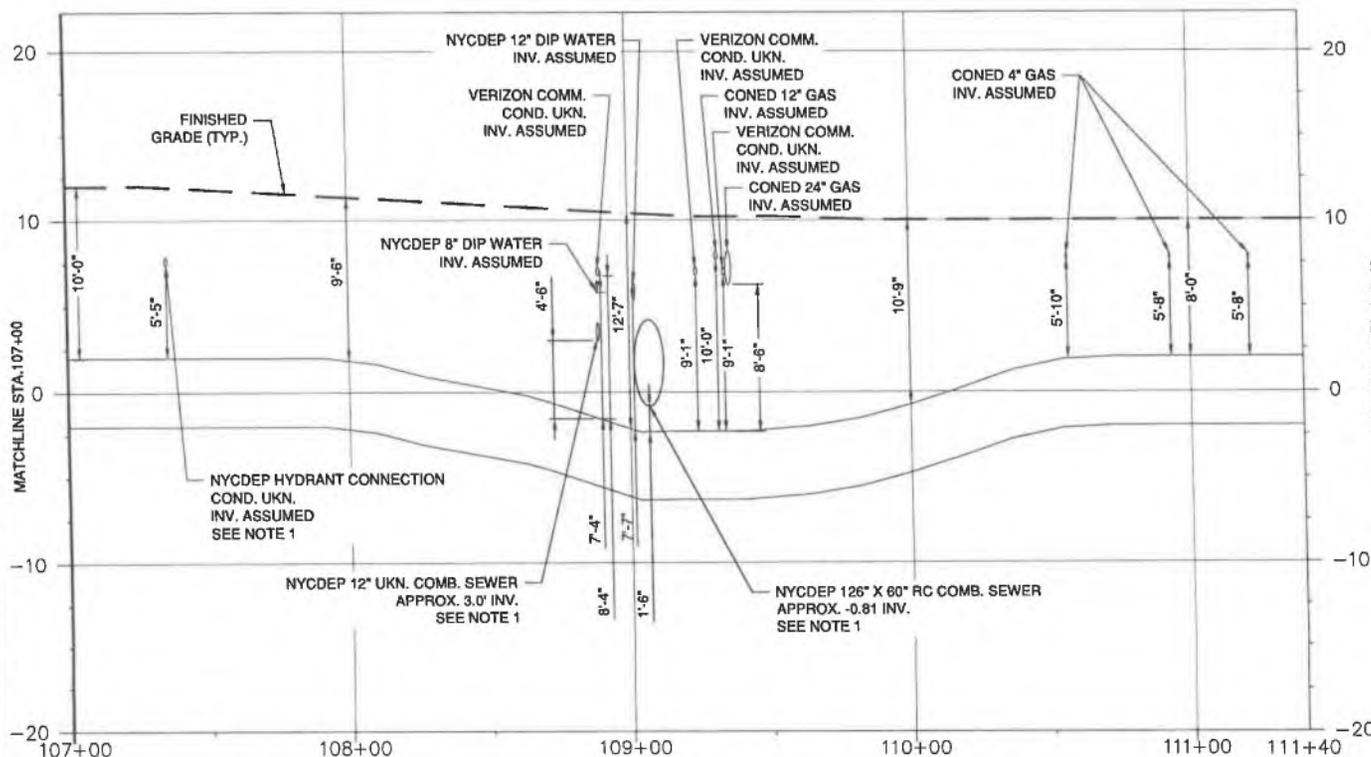
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| DATE | ISSUE TO/FOR | BY |
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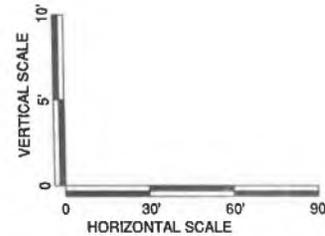
25
SH41 PLAN SCALE: 1" = 30'

NOTES:
1. REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.



25
SH41 PROFILE SCALE: VERT: 1" = 5' HORIZ: 1" = 30'

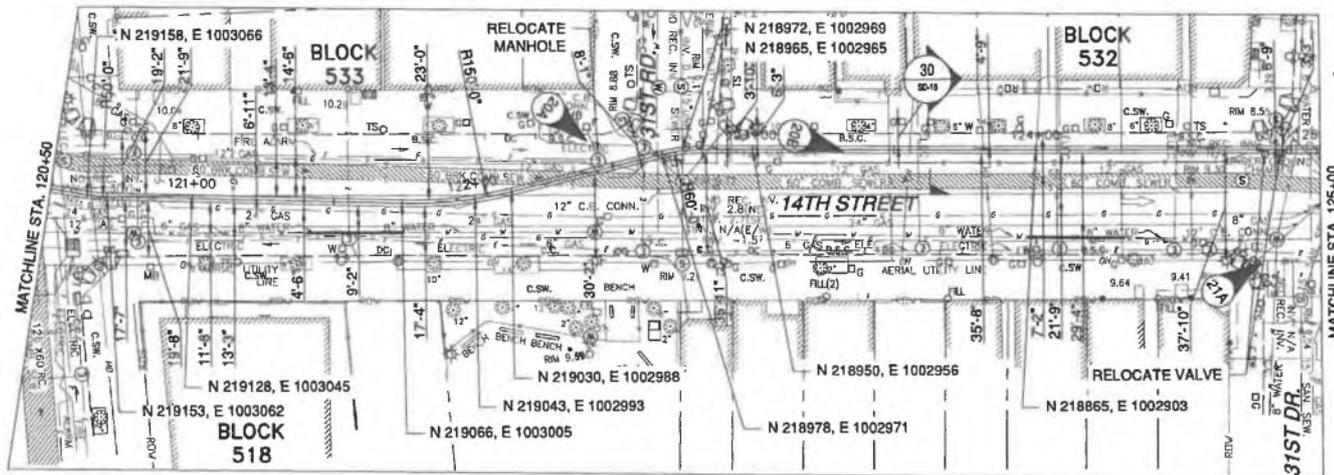
NOTE: PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.



| | |
|---|-----------------------|
| Prepared by: AECOM <small>AECOM USA, INC. 100 PARK AVENUE NEW YORK, NY 10017 WWW.AECOM.COM</small> | Seal & Signature: |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: PLAN AND PROFILE 25 OF 37 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
| CHECKED BY: NM | SCALE: AS SHOWN |
| PROJECT ID: 60323056 | |
| SHEET NO: U25 | SHEET 41 OF 79 |

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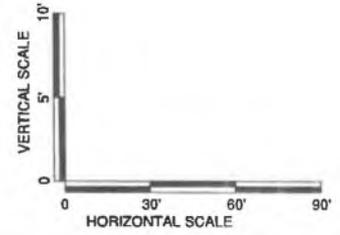
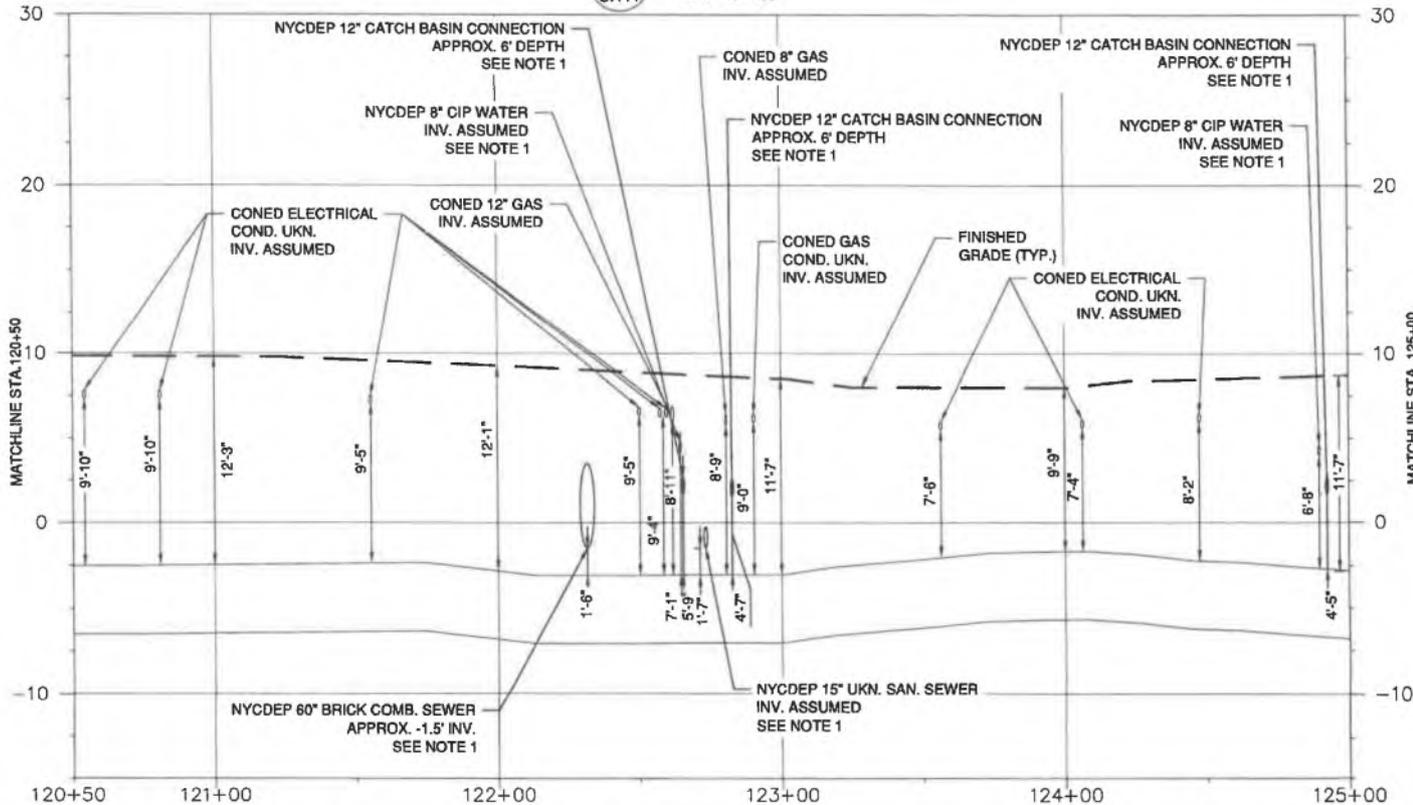
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NOTES:

- REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

28
SH44 PLAN
SCALE: 1" = 30'



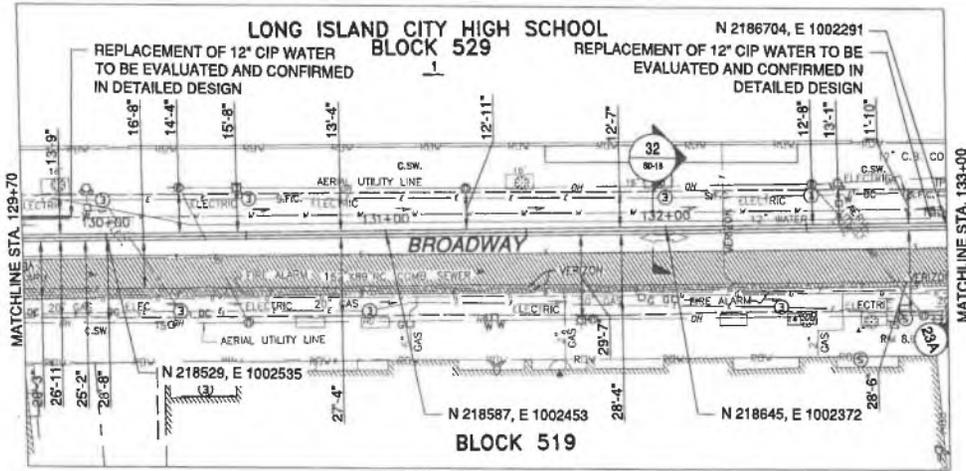
NOTE:
PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

28
SH44 PROFILE
SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

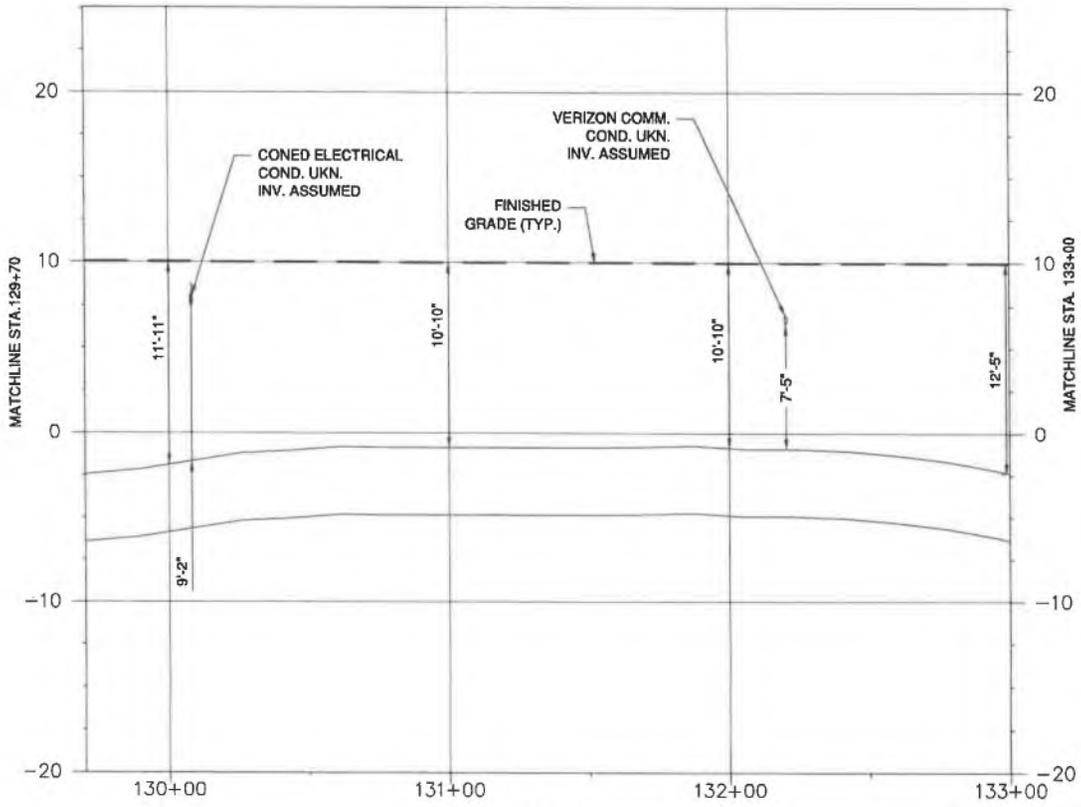
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| Prepared by: AECOM <small>AECOM INC. 100 WEST 42ND STREET NEW YORK, NY 10018 WWW.AECOM.COM</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 28 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| SHEET NO: U28 | | PROJECT ID: 60323056 | SHEET 44 OF 79 |

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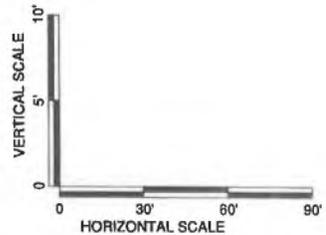
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| DATE | ISSUE TO/FOR | BY |
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30
SH46 PLAN
 SCALE: 1" = 30'



30
SH46 PROFILE
 SCALE: VERT: 1" = 5'
 HORIZ: 1" = 30'

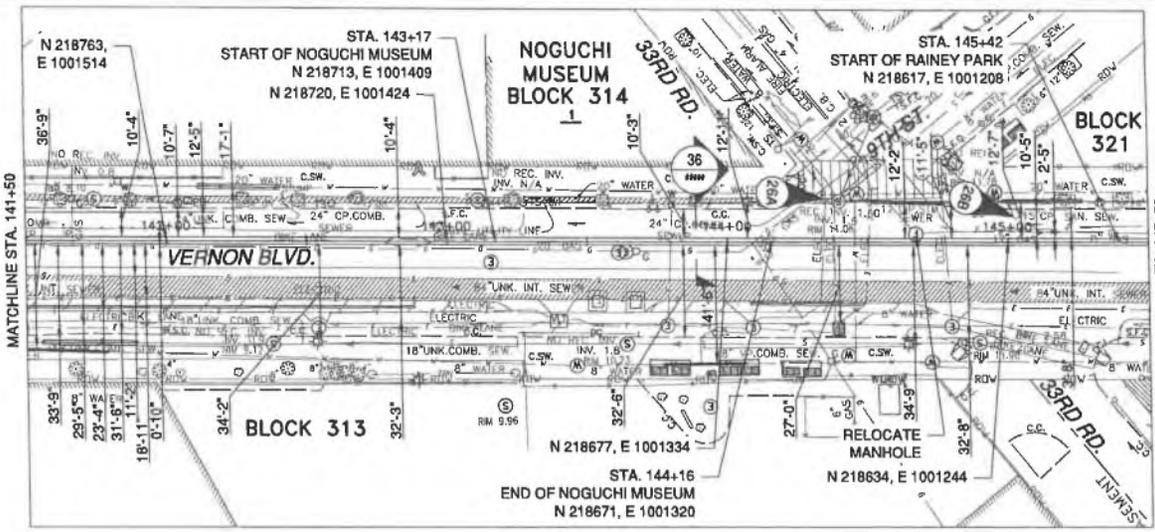


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|--|-----------------------|
| Prepared by: AECOM <small>AECOM USA, INC. 100 WEST 42ND STREET NEW YORK, NY 10018 PHONE: 212.512.2000 WWW.AECOM.COM</small> | Seal & Signature: |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: PLAN AND PROFILE 30 OF 37 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
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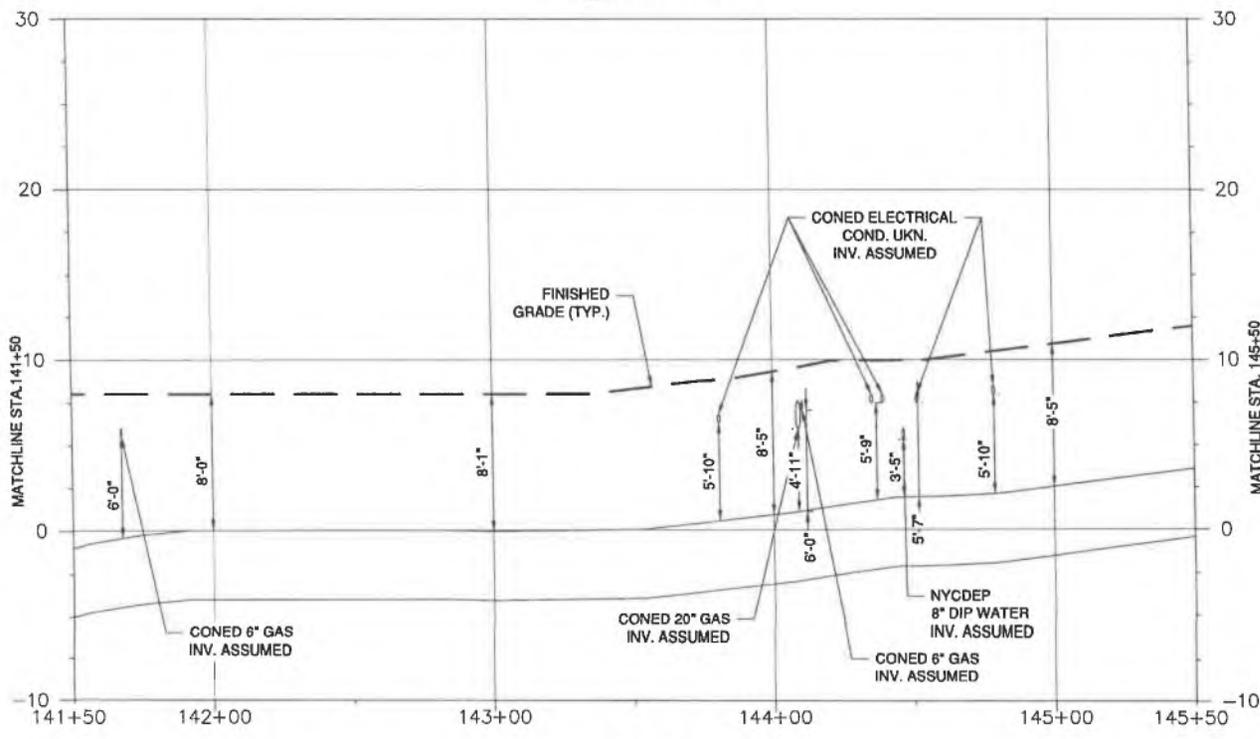
NOTE:
 PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

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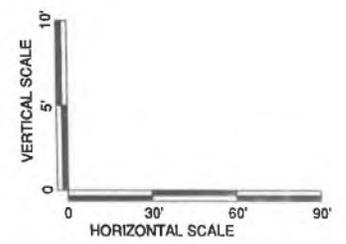
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| | | |



33 PLAN
SH49 SCALE: 1" = 30'



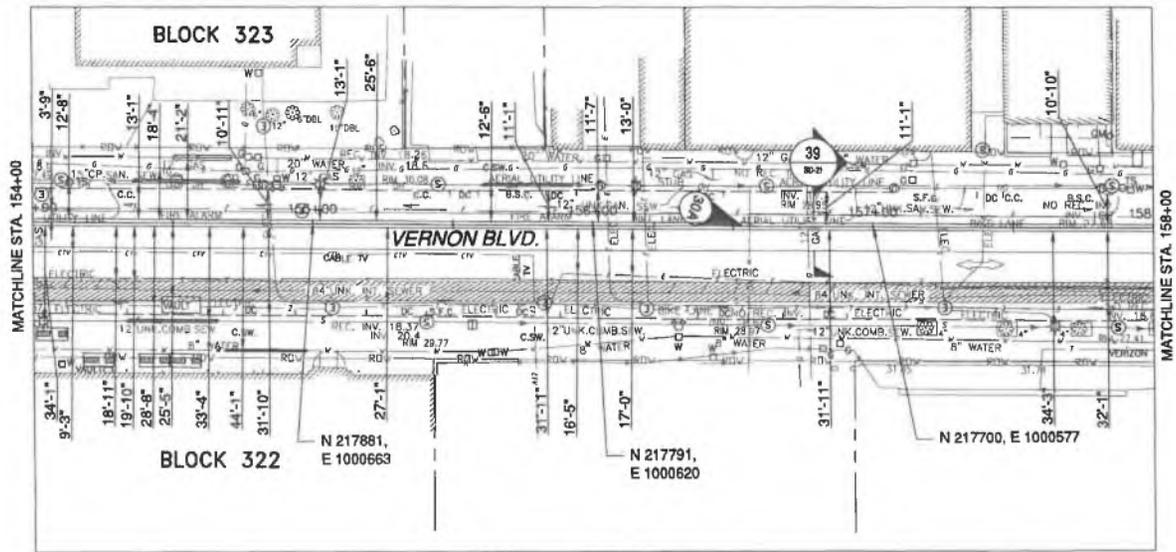
33 PROFILE
SH49 SCALE: VERT: 1" = 5'
 HORIZ: 1" = 30'



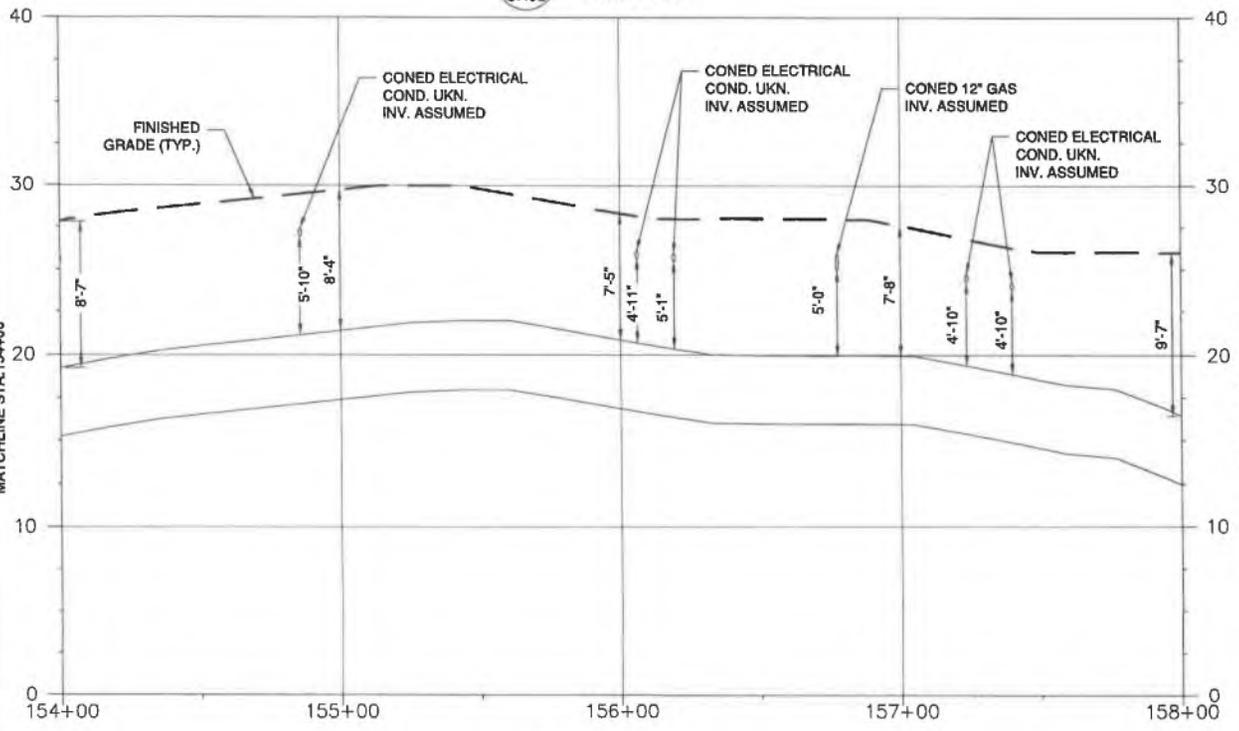
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| Prepared by: AECOM <small>AECOM USA, INC. 800 THIRD AVENUE NEW YORK, NY 10158 212.512.9600 WWW.AECOM.COM</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 33 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | PROJECT ID: 60323056 | |
| CHECKED BY: NM | SCALE: AS SHOWN | SHEET 49 OF 79 | |
| SHEET NO: U33 | | DATE ISSUE TO/FOR BY | |

NOTE:
 PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

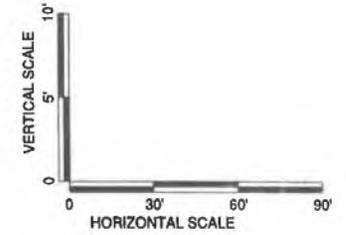
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36
SH52 PLAN
 SCALE: 1" = 30'



36
SH52 PROFILE
 SCALE: VERT: 1" = 5'
 HORIZ: 1" = 30'

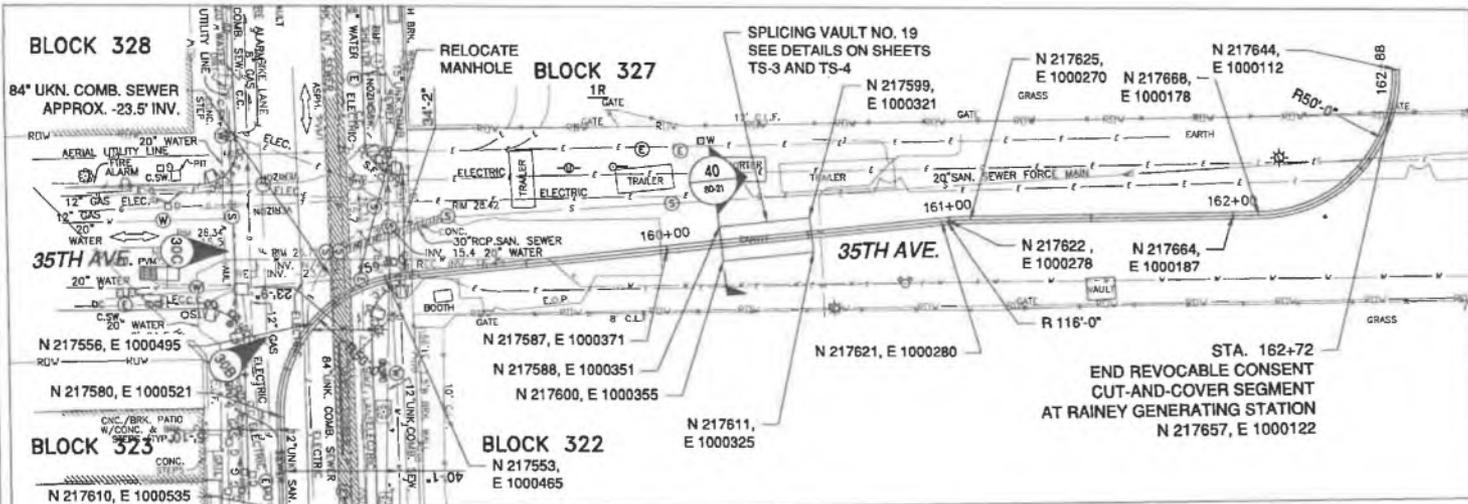


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NOTE:
 PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

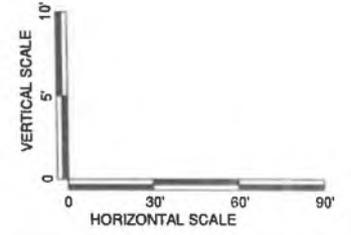
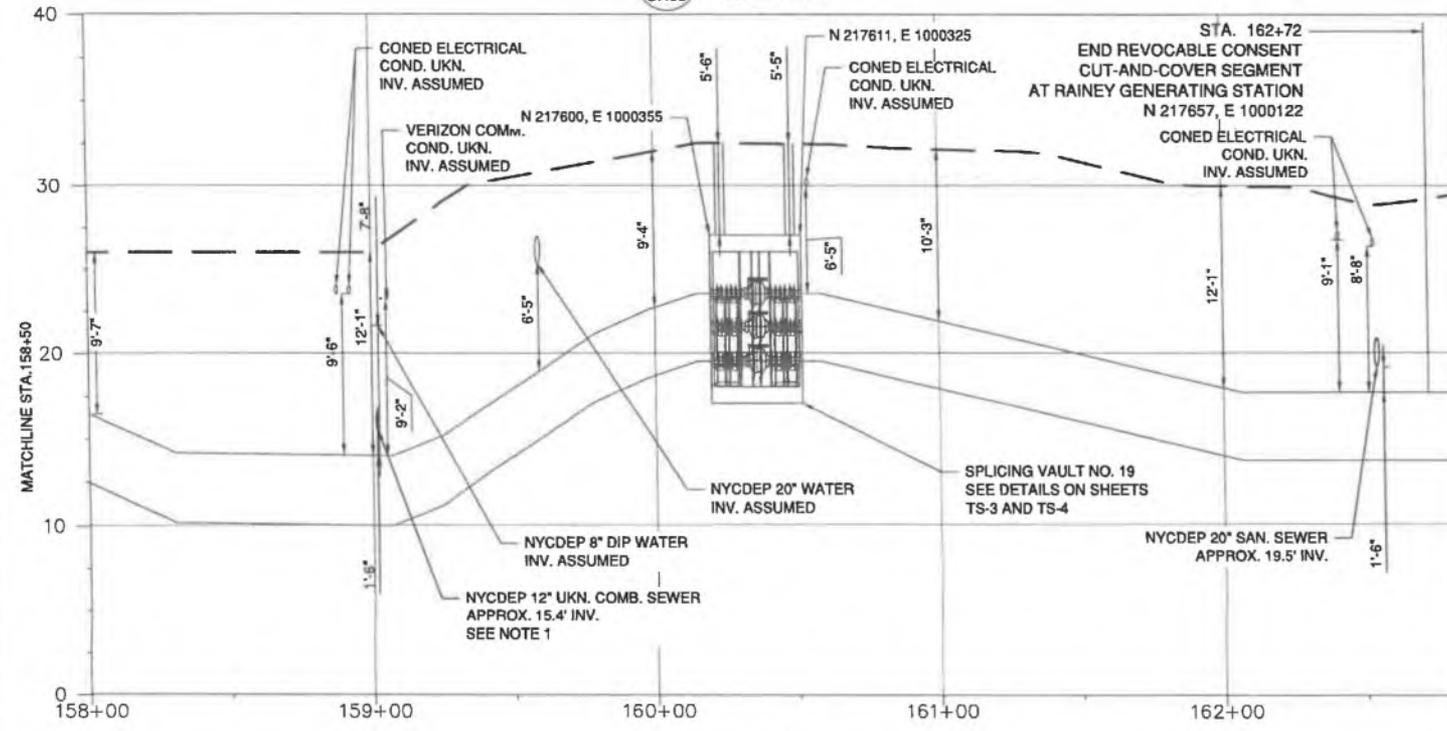
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| Prepared by:  <small>AECOM USA, INC. 60 WALL STREET NEW YORK, NY 10038 212.904.3000 WWW.AECOM.COM</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: PLAN AND PROFILE 36 OF 37 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | PROJECT ID: 60323056 | |
| CHECKED BY: NM | SCALE: AS SHOWN | SHEET 52 OF 79 | |
| SHEET NO: U36 | | | |

| DATE | ISSUE TO/FOR | BY |
|------|--------------|----|
| | | |
| | | |



NOTES:
 1. REPLACEMENT TO BE EVALUATED AND CONFIRMED IN DETAILED DESIGN.

37
SH53 PLAN
 SCALE: 1" = 30'



37
SH53 PROFILE
 SCALE: VERT: 1" = 5'
 HORIZ: 1" = 30'

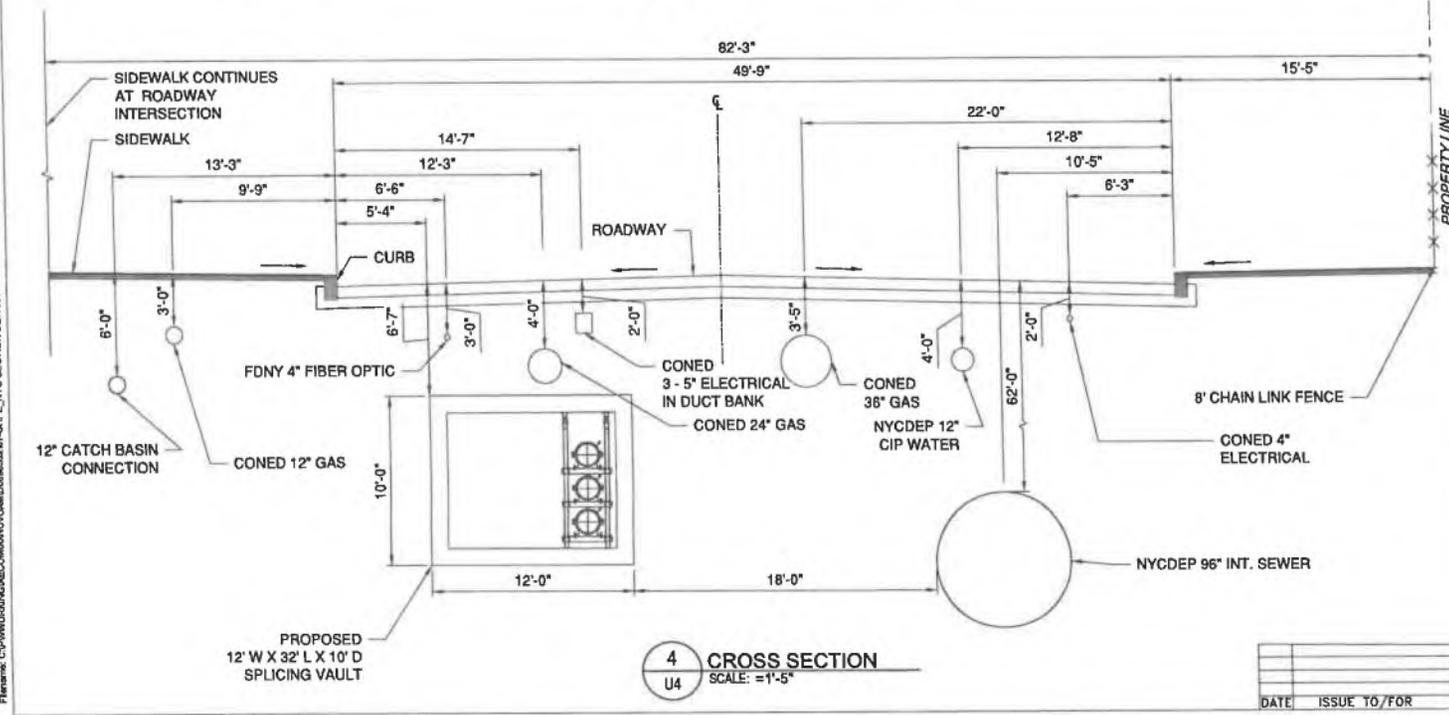
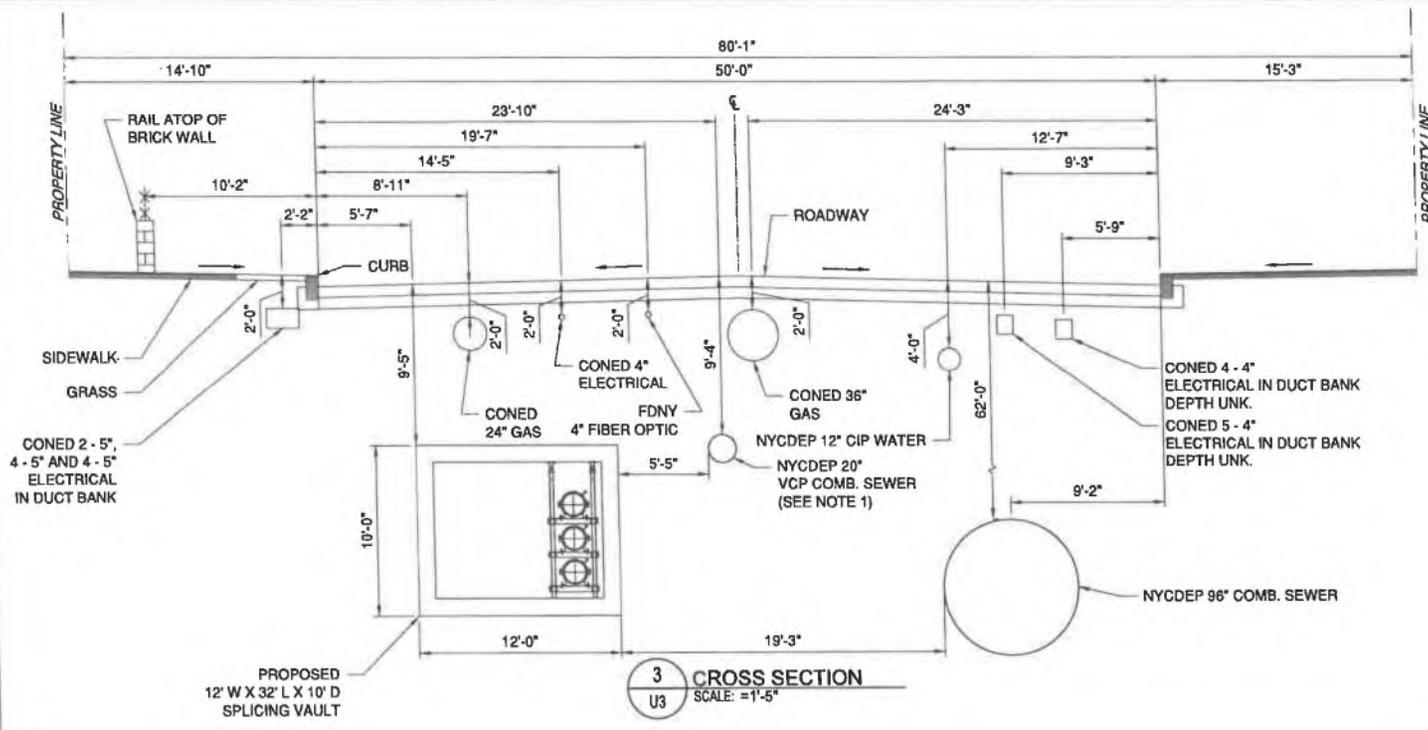
NOTE:
 PARALLEL UTILITIES ARE NOT REFLECTED IN THE PROFILE.

| | |
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| Prepared by: AECOM <small>AECOM, INC. 300 PARK AVENUE NEW YORK, NY 10022 WWW.AECOM.COM</small> | Seal & Signature: |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: PLAN AND PROFILE 37 OF 37 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
| CHECKED BY: NM | SCALE: AS SHOWN |
| PROJECT ID: 60323056 | |
| SHEET NO: U37 | SHEET 53 OF 79 |

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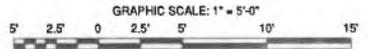
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| DATE | ISSUE TO/ FOR | BY |
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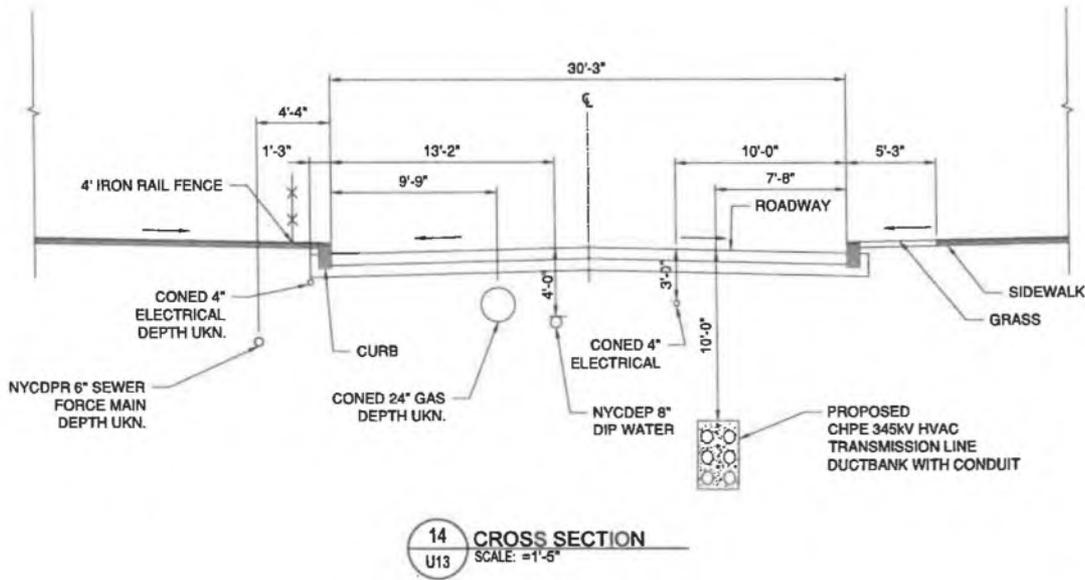
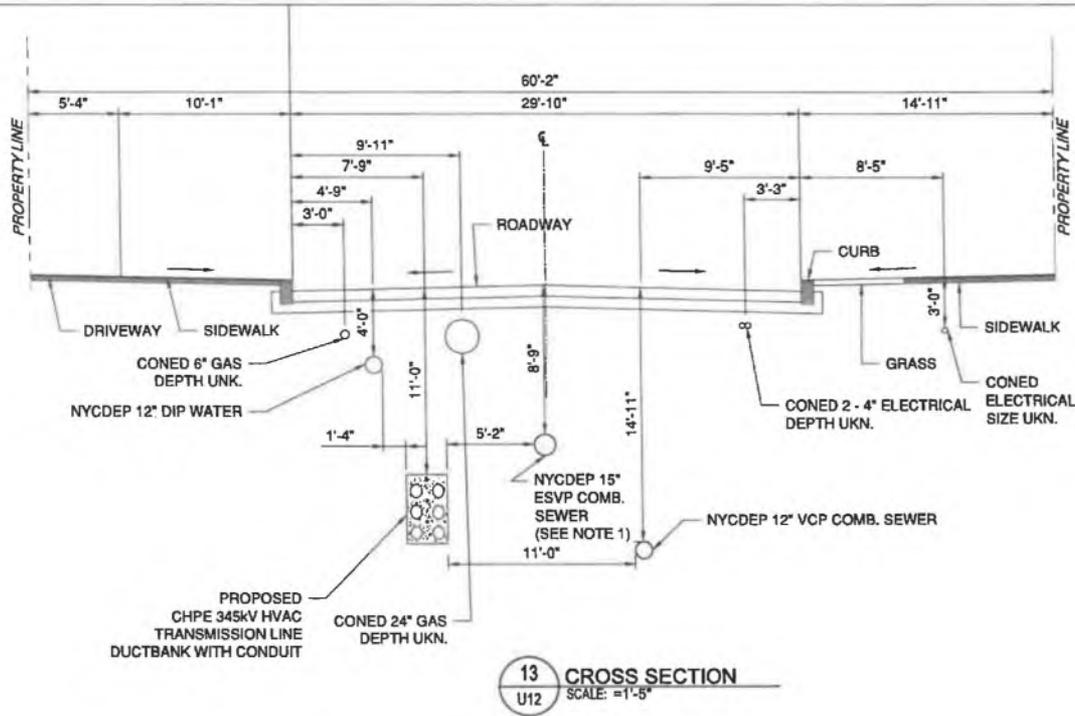
NOTES:

- IF THE 6'-0" HORIZONTAL EDGE TO EDGE CLEARANCE REQUIREMENT CANNOT BE MAINTAINED, THEN THE 20" VCP COMBINED SEWER MUST BE REPLACED OR RELOCATED AS PER DEP REQUIREMENTS.



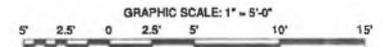
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| Prepared by: AECOM <small>AECOM USA, INC. 800 THIRD AVENUE NEW YORK, NY 10158 WWW.AECOM.COM</small> | Seal & Signature: |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: SECTION DETAILS 2 OF 21 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
| CHECKED BY: NM | SCALE: AS SHOWN |
| PROJECT ID: 60323056 | |
| SHEET NO: SD-2 | SHEET 55 OF 79 |

| DATE | ISSUE TO/ FOR | BY |
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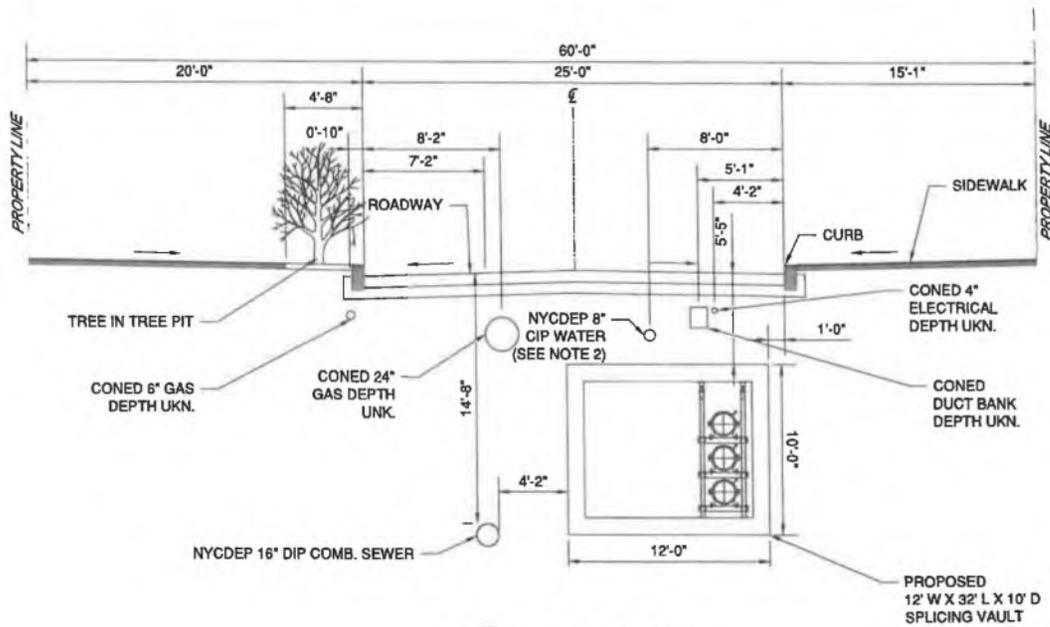
NOTES:

1. IF THE 6'-0" HORIZONTAL EDGE TO EDGE CLEARANCE REQUIREMENT CANNOT BE MAINTAINED, THEN THE 15" ESVP COMBINED SEWER MUST BE REPLACED OR RELOCATED AS PER DEP REQUIREMENTS.



| | | | |
|--|------------------|--|--|
| Prepared by: AECOM <small>AECOM USA, INC. 485 FIFTH AVENUE NEW YORK, NY 10018 © 2018 AECOM INC. WWW.AECOM.COM</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: SECTION DETAILS 7 OF 21 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
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| PROJECT ID: 60323056 | | | |
| SHEET NO: SD-7 | SHEET 60 | OF 79 | |

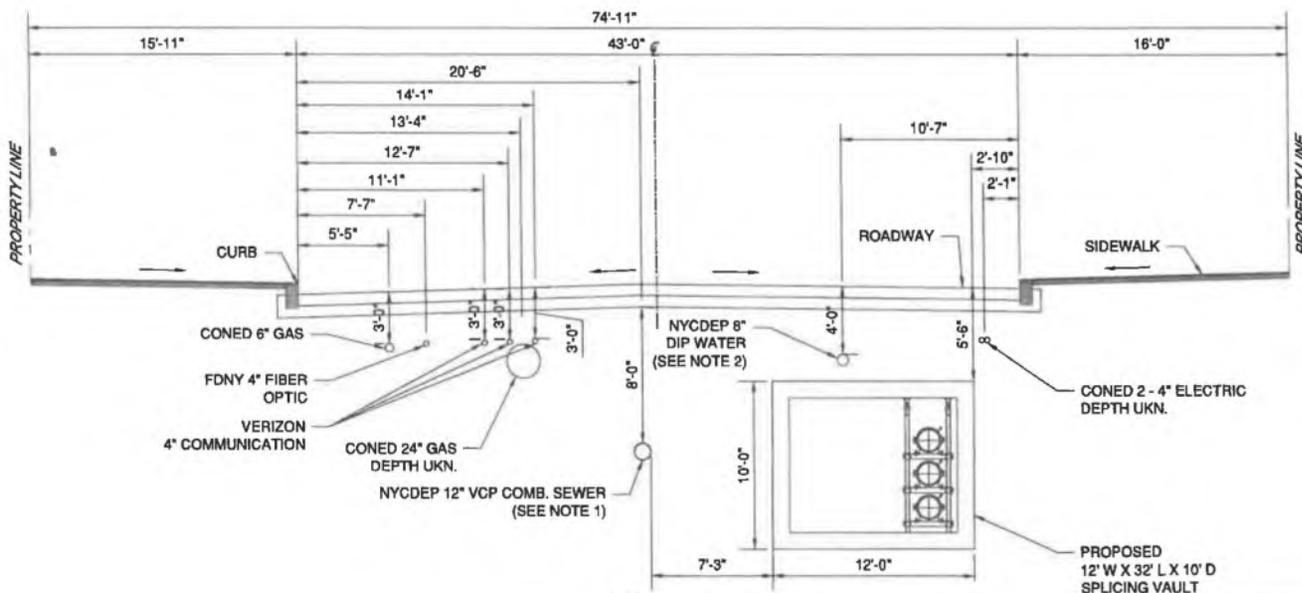
| DATE | ISSUE TO/FOR | BY |
|------|--------------|----|
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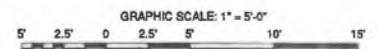
25
U23
CROSS SECTION
SCALE: =1'-5"

NOTES:

1. IF THE 6'-0" HORIZONTAL EDGE TO EDGE CLEARANCE REQUIREMENT CANNOT BE MAINTAINED, THEN THE 16" DIP COMBINED SEWER MUST BE REPLACED OR RELOCATED AS PER DEP REQUIREMENTS.
2. THE 8" CIP WATER MAIN MUST BE REPLACED WITH NEW DUCTILE IRON WATER MAIN PER NYCDEP STANDARD SPECIFICATION. A 1'-6" MINIMUM VERTICAL CLEARANCE BETWEEN THE TOP OF THE DUCT BANK AND BOTTOM OF THE WATER MAIN IS TO BE MAINTAINED. REPLACEMENT WATER MAIN COVER SHOULD BE 3 FEET TO 4 FEET.



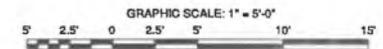
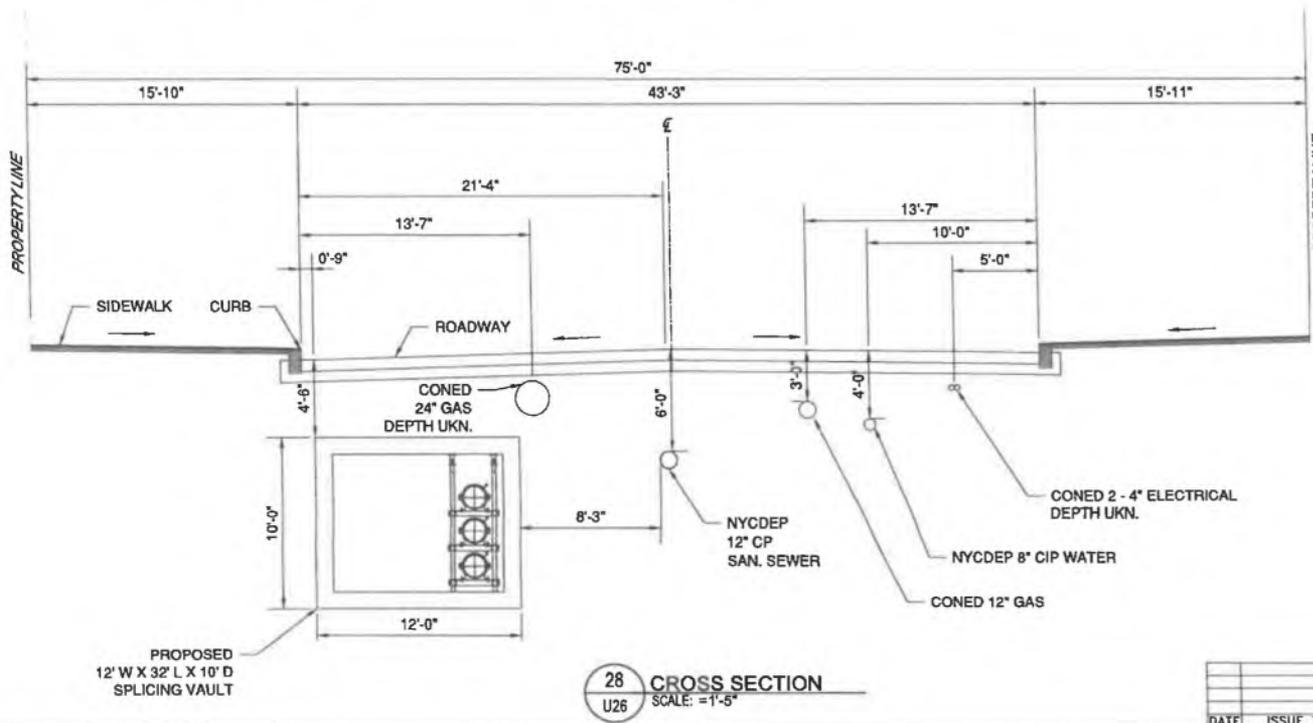
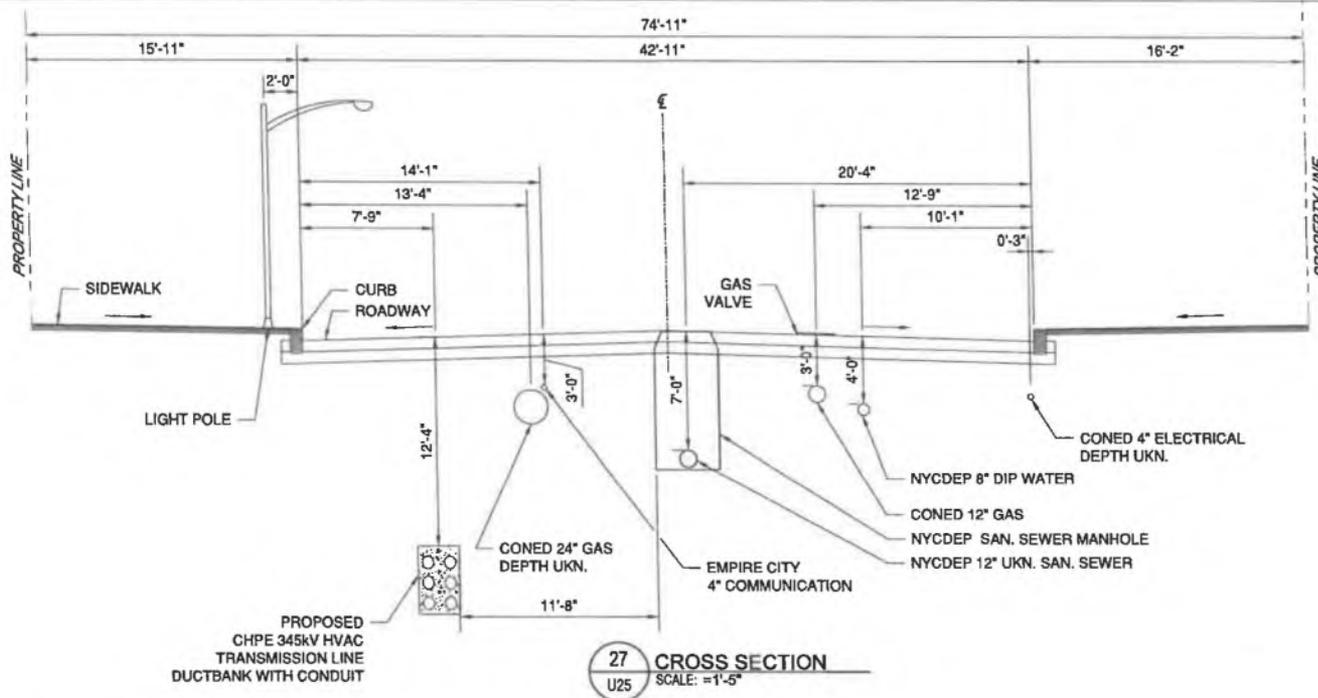
26
U24
CROSS SECTION
SCALE: =1'-5"



| | | | |
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| Prepared by: AECOM AECOM USA, INC. ONE TRUMP WORLD NEW YORK, NY 10038 WWW.AECOM.COM | | Seal & Signature: | |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: SECTION DETAILS 13 OF 21 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| SHEET NO: SD-13 | | PROJECT ID: 80323058 | |
| | | SHEET 66 OF 79 | |

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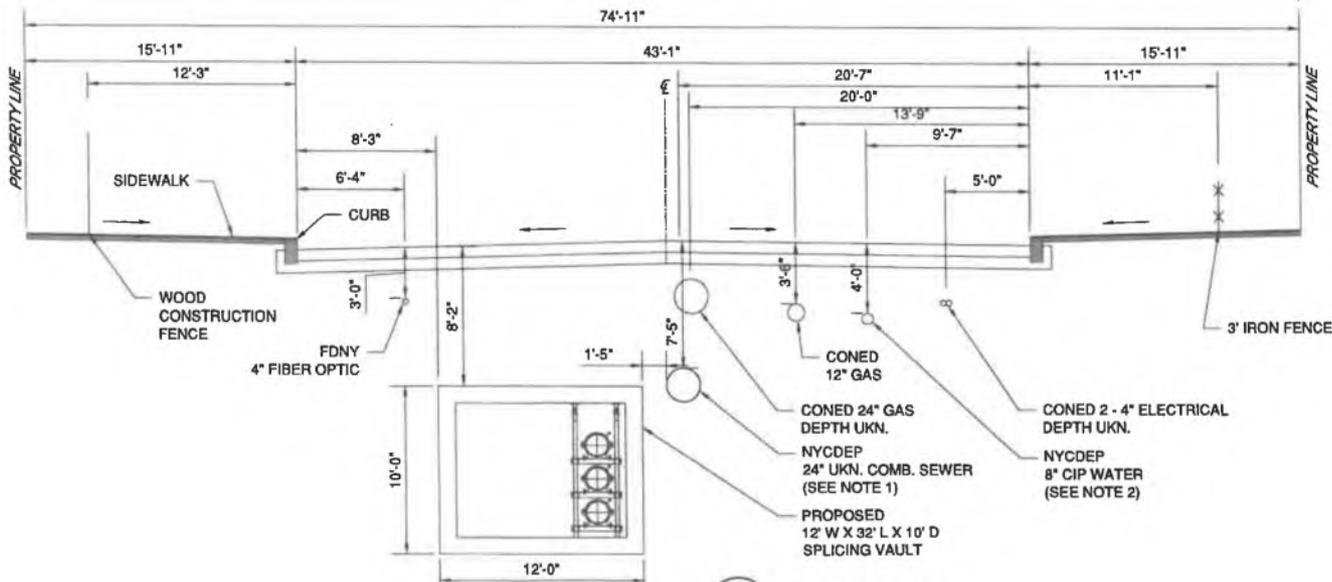


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| Prepared by: AECOM <small>AECOM USA, INC. 200 WEST 10TH ST. ANN ARBOR, MI 48106 TEL: 734.769.8000 WWW.AECOM.COM</small> | Seal & Signature: |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: SECTION DETAILS 14 OF 21 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
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| SHEET NO: SD-14 | SHEET 67 OF 79 |

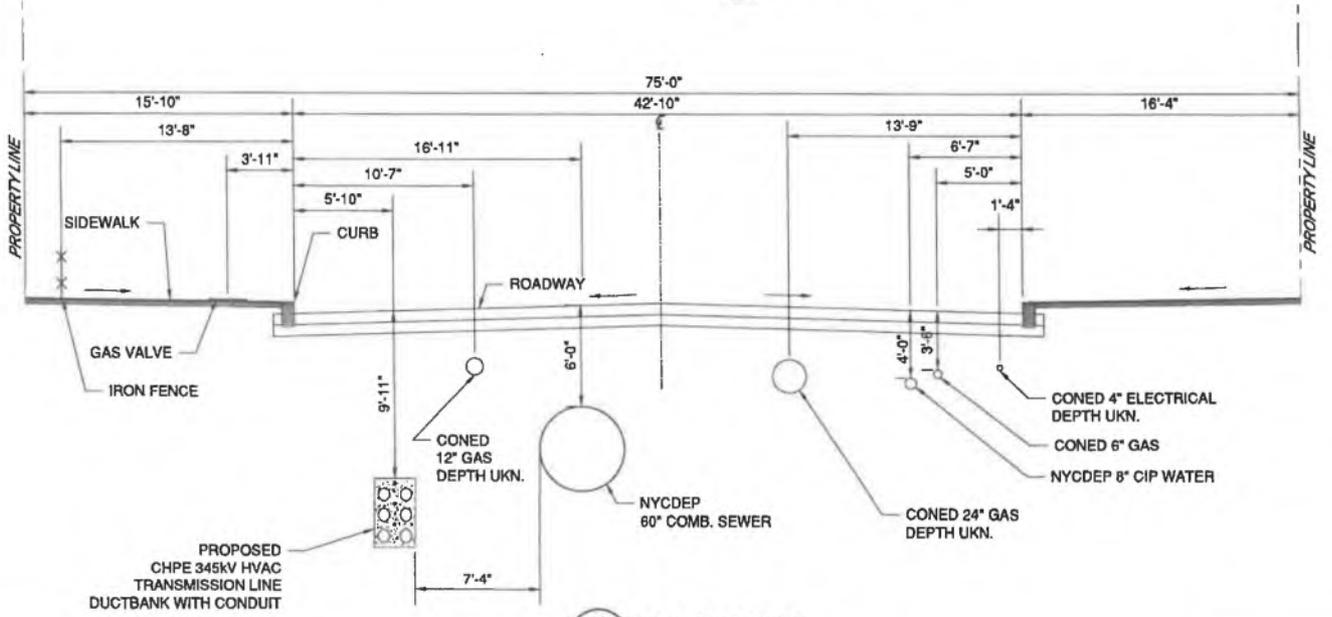
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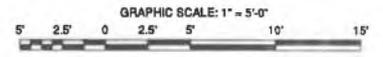
29 CROSS SECTION
 U27 SCALE: =1'-5"



30 CROSS SECTION
 U28 SCALE: =1'-5"

NOTES:

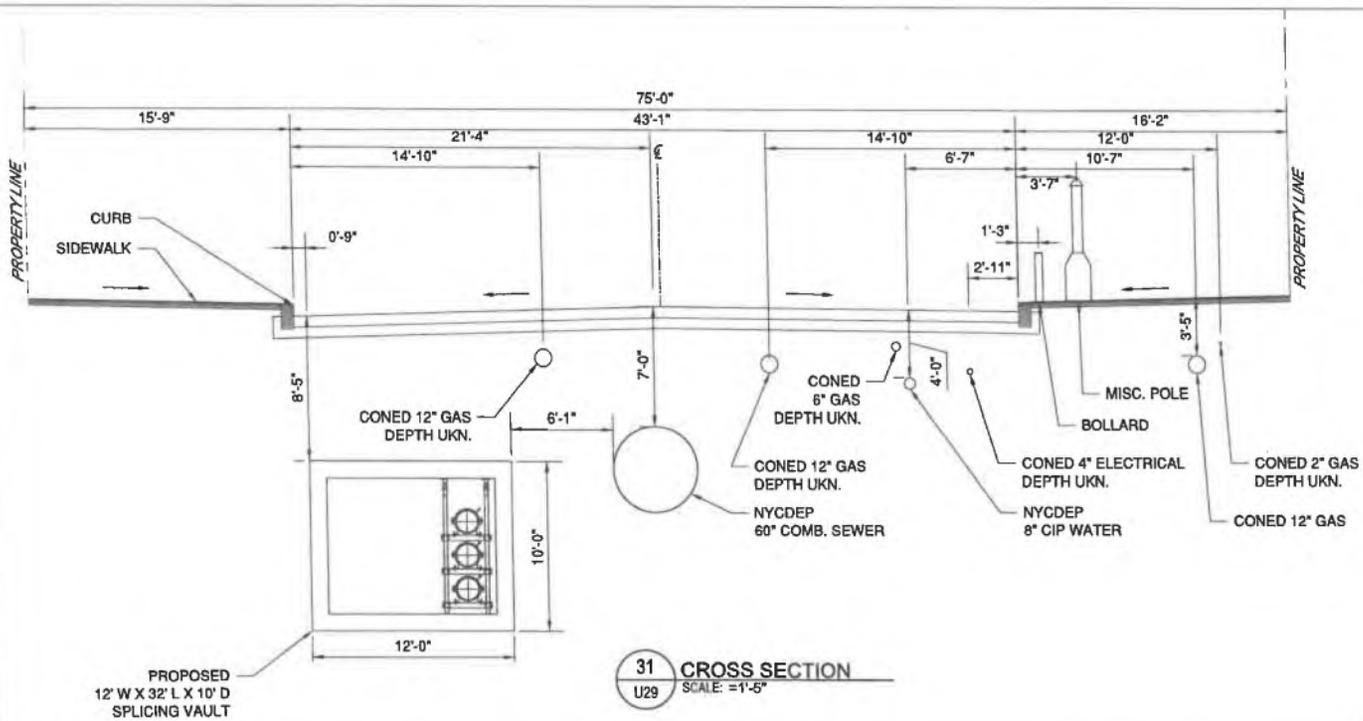
- IF THE 6'-0" HORIZONTAL EDGE TO EDGE CLEARANCE REQUIREMENT CANNOT BE MAINTAINED, THEN THE 24" UNKNOWN COMBINED SEWER MUST BE REPLACED OR RELOCATED AS PER DEP REQUIREMENTS.
- THE 8" CIP WATER MAIN MUST BE REPLACED WITH NEW DUCTILE IRON WATER MAIN PER NYCDEP STANDARD SPECIFICATION. A 1'-6" MINIMUM VERTICAL CLEARANCE BETWEEN THE TOP OF THE DUCT BANK AND BOTTOM OF THE WATER MAIN IS TO BE MAINTAINED. REPLACEMENT WATER MAIN COVER SHOULD BE 3 FEET TO 4 FEET.



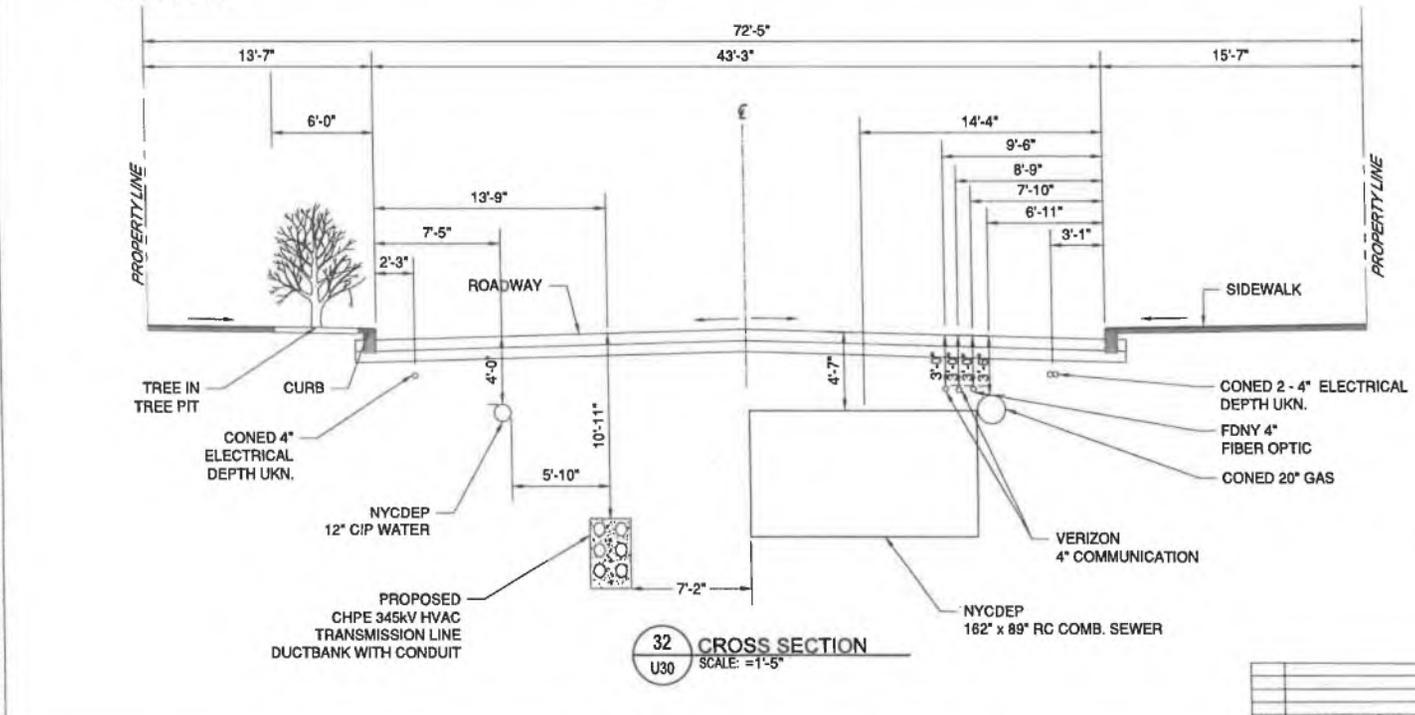
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| Prepared by: AECOM <small>AECOM USA, INC. 300 WEST 34TH STREET NEW YORK, NY 10018 TEL: 212 512 2000 WWW.AECOM.COM</small> | | Seal & Signature: | |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: SECTION DETAILS 15 OF 21 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| SHEET NO: SD-15 | | PROJECT ID: 60323056 | |
| | | SHEET 68 OF 79 | |

| DATE | ISSUE TO/ FOR | BY |
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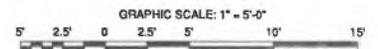
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31 CROSS SECTION
 U29 SCALE: =1'-5"

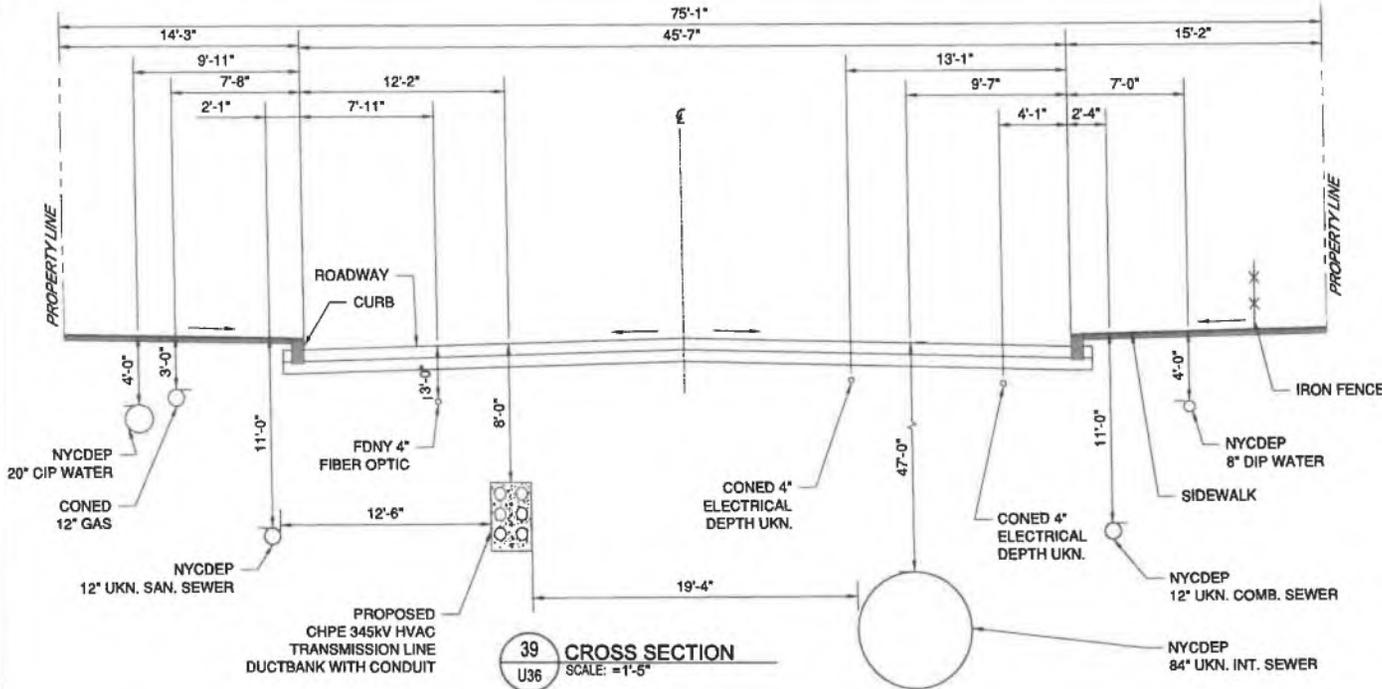


32 CROSS SECTION
 U30 SCALE: =1'-5"

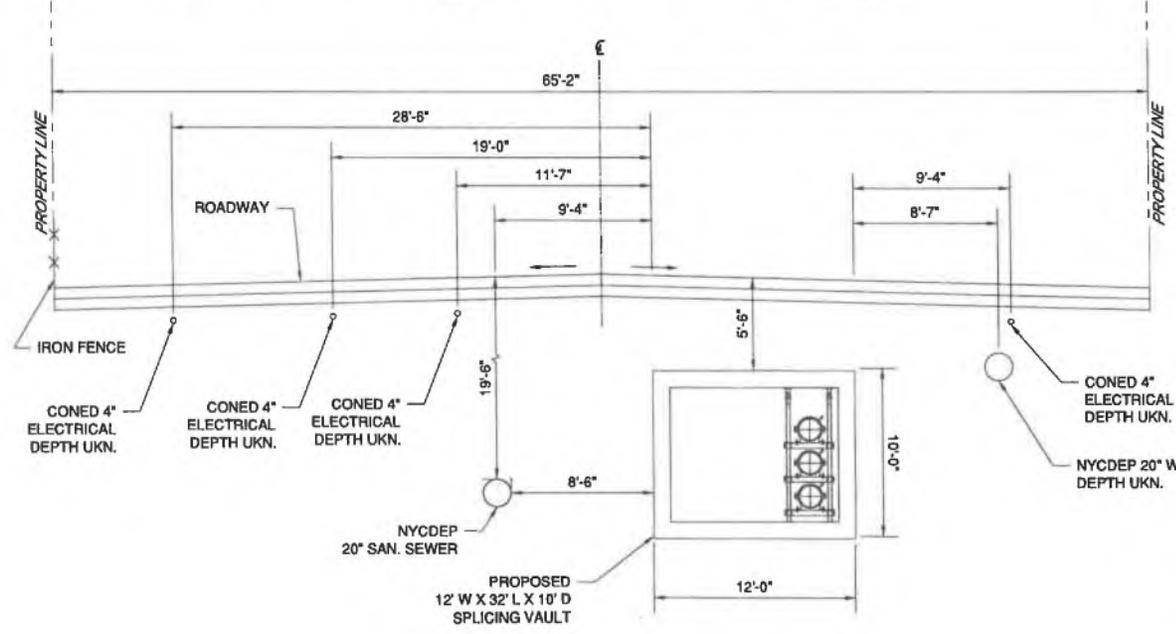


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|---|------------------|--|----------------|
| Prepared by: AECOM <small>ARIZONA, MD AND THEIR OFFICE AND WORK, OF THE U.S.A. ONLY.</small> | | Seal & Signature:  | |
| PROJECT TITLE: CHPE 345KV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | | | |
| SHEET TITLE: SECTION DETAILS 16 OF 21 | | | |
| DRAWN BY: NR | DATE: 01/10/2022 | | |
| CHECKED BY: NM | SCALE: AS SHOWN | | |
| SHEET NO: SD-16 | | PROJECT ID: 60323056 | SHEET 69 OF 79 |

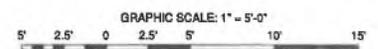
| DATE | ISSUE TO/FOR | BY |
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39 CROSS SECTION
SCALE: =1'-5"



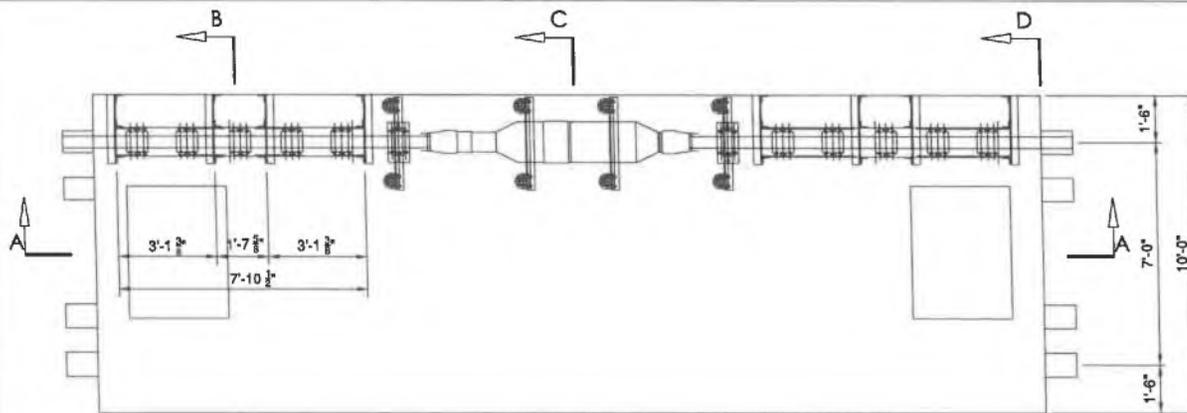
40 CROSS SECTION
SCALE: =1'-5"



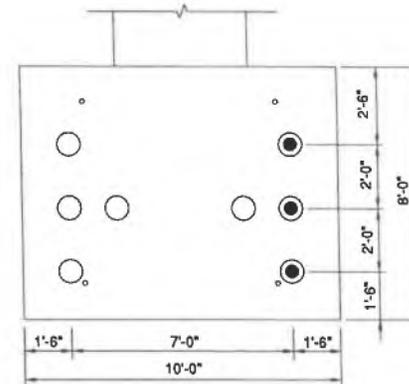
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|---|-----------------------|
| Prepared by: AECOM <small>AECOM USA, INC. ONE FORTY-NINTH AVENUE, SUITE 200 NEW YORK, NY 10018 WWW.AECOM.COM</small> | Seal & Signature: |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: SECTION DETAILS 21 OF 21 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
| CHECKED BY: NM | SCALE: AS SHOWN |
| PROJECT ID: 60323056 | |
| SHEET NO: SD-21 | SHEET 74 OF 79 |

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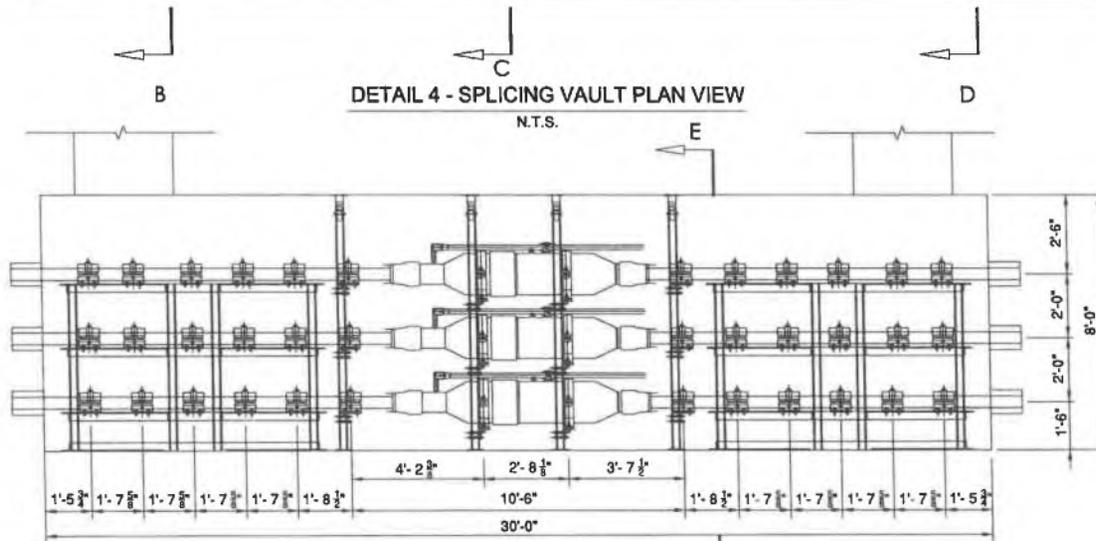
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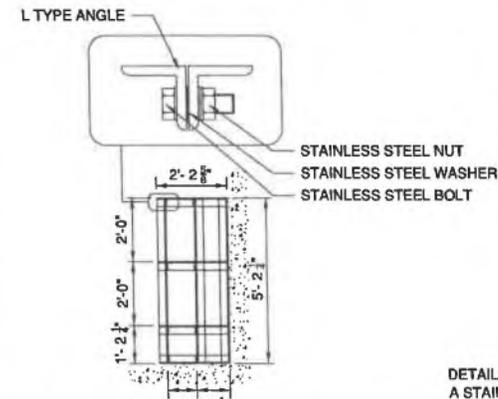
DETAIL 4 - SPLICING VAULT PLAN VIEW
N.T.S.



DETAIL 8 - SECTION D-D
N.T.S.

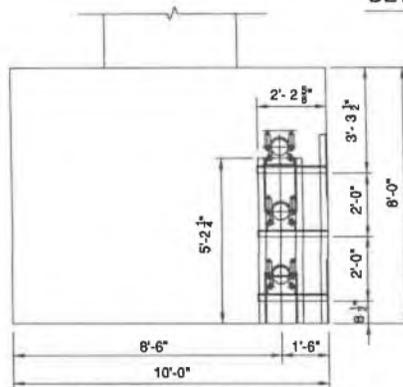


DETAIL 5 - SECTION A-A
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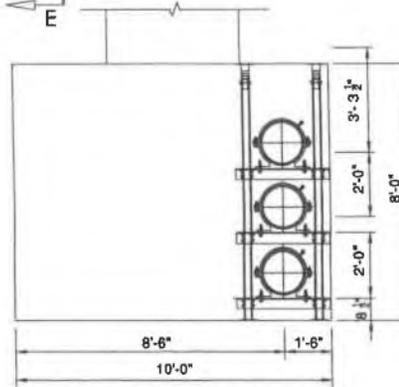


DETAIL 9 - SECTION E-E
N.T.S.

DETAIL 9 NOTE:
A STAINLESS STEEL WASHER MUST
BE INSULATED BETWEEN L TYPE
ANGLE TO AVOID SHAPING OF
MAGNETIC LOOPS.



DETAIL 6 - SECTION B-B
N.T.S.



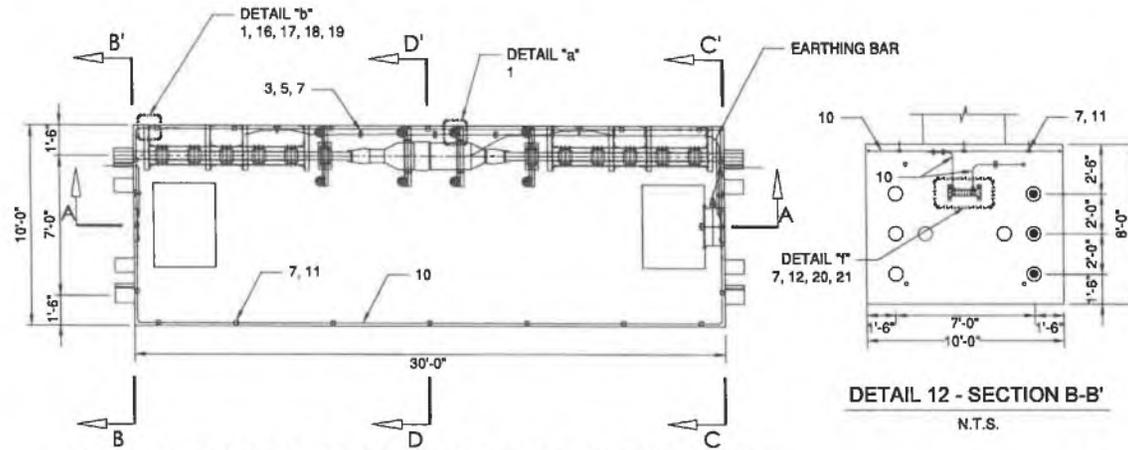
DETAIL 7 - SECTION C-C
N.T.S.

NOTE:
DETAILS ON THIS SHEET
REFERENCED FROM TAIHAN
ELECTRIC WIRE CO., LTD.

| | |
|---|--|
| Prepared by: ACCOM <small>ACCOM USA, INC. 888 THIRD AVENUE, NEW YORK, NY 10158 212 678 5700 WWW.AC.COM</small> | Seal & Signature:  |
| PROJECT TITLE: CHPE 345kV HVAC TRANSMISSION LINES ASTORIA - BOROUGH OF QUEENS ALIGNMENT | |
| SHEET TITLE: SPLICING VAULT DETAILS 1 OF 2 | |
| DRAWN BY: NR | DATE: 01/10/2022 |
| CHECKED BY: NM | SCALE: AS SHOWN |
| SHEET NO: TS-3 | PROJECT ID: 60323056 |
| | SHEET 77 OF 79 |

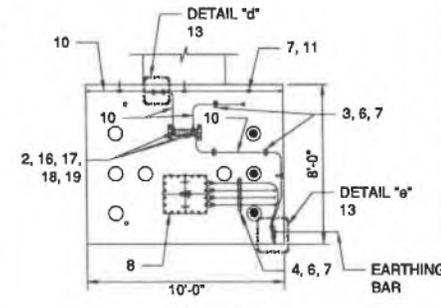
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| | | | |

NOTE:
 DETAILS ON THIS SHEET
 REFERENCED FROM TAIHAN
 ELECTRIC WIRE CO., LTD.

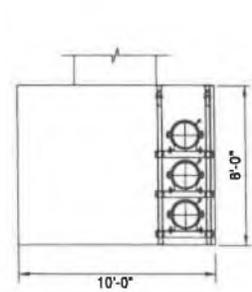


DETAIL 10 - EARTHING DESIGN FOR SPLICING MANHOLE PLAN VIEW
 N.T.S.

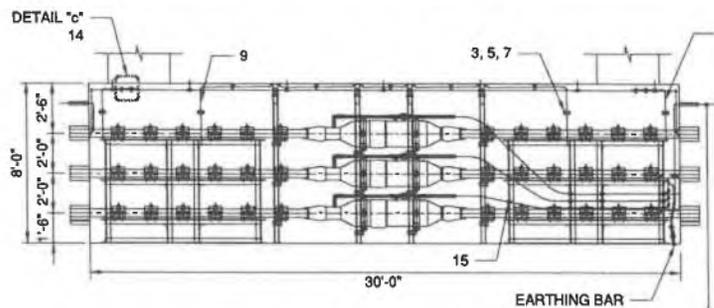
DETAIL 12 - SECTION B-B'
 N.T.S.



DETAIL 13 - SECTION C-C'
 N.T.S.



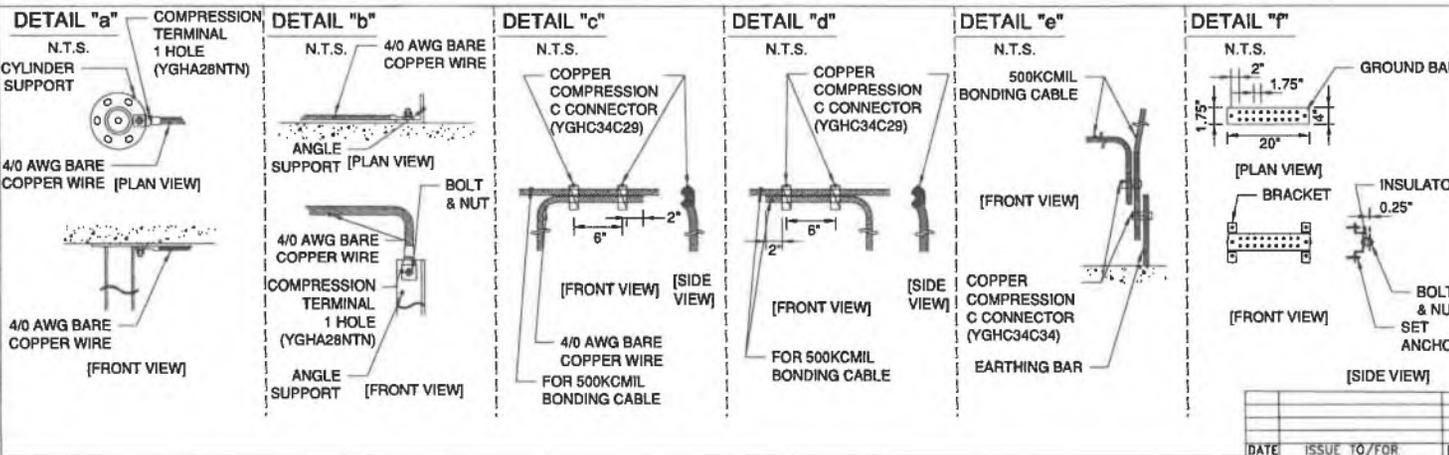
DETAIL 14 - SECTION D-D'
 N.T.S.



DETAIL 11 - SECTION A-A'
 N.T.S.

| MATERIAL LIST | | | | | |
|---------------|--------------------------------|------------------------------|------|------|------------------------------------|
| NO. | DESCRIPTION | SPEC (INCH) | UNIT | Q'TY | REMARKS |
| 1 | COMPRESSION TERMINAL | 1 HOLE (YGHA28NTN) | EA | 12 | FOR 4/0 AWG BARE COPPER WIRE |
| 2 | | 2 HOLE (YGHA34-2N) | | 5 | FOR 500 KCMIL BONDING CABLE |
| 3 | C-CHANNEL | L = 4" | EA | 14 | - |
| 4 | | L = 19.7" | | 1 | - |
| 5 | C-CHANNEL CLAMP | FOR 4/0 AWG BARE COPPER WIRE | EA | 9 | - |
| 6 | | FOR 500KCMIL BONDING CABLE | | 9 | - |
| 7 | SET ANCHOR | M6*50 (3/8" * 2") | EA | 60 | FOR C-CHANNEL/WIRE CLIP GROUND BAR |
| 8 | | M12*95 (1/2" * 3.75") | | 4 | FOR LINKBOX |
| 9 | BARE COPPER WIRE | 4/0 AWG | M | 14 | 45.93 FT |
| 10 | | 500 KCMIL | | 34 | 11.54 FT |
| 11 | WIRE CLIP | FOR 4/0 AWG BARE COPPER WIRE | EA | 20 | ON THE CELL |
| 12 | GROUND BAR | 1/2" * 4" * 20" | EA | 2 | - |
| 13 | COPPER COMPRESSION C CONNECTOR | YGHC34C34 | EA | 6 | 500KCMIL-500KCMIL CONNECT |
| 14 | COPPER COMPRESSION C CONNECTOR | YGHC34C29 | | 4 | 500KCMIL-4/0 AWG CONNECT |
| 15 | PIPE RACK CLAMP | FOR 500KCMIL BONDING CABLE | EA | 12 | - |
| 16 | BOLT | M12*55 (1/2" * 2 1/4") | EA | 18 | SUS 304 |
| 17 | NUT | M12 (1/2") | EA | 18 | SUS 304 |
| 18 | WASHER | M12 (1/2") | EA | 36 | SUS 304 |
| 19 | SPRING WASHER | M12 (1/2") | EA | 18 | SUS 304 |
| 20 | INSULATOR | - | EA | 4 | - |
| 21 | BRACKET | - | EA | 4 | - |

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Prepared by: **AECOM**

Seal & Signature:

PROJECT TITLE:
**CHPE 345kV HVAC TRANSMISSION LINES
 ASTORIA - BOROUGH OF QUEENS ALIGNMENT**

SHEET TITLE:
SPLICING VAULT DETAILS 2 OF 2

DRAWN BY: NR DATE: 01/10/2022

CHECKED BY: NM SCALE: AS SHOWN

PROJECT ID: 60323056

SHEET NO: **TS-4** SHEET 78 OF 79

| DATE | ISSUE TO/FOR | BY |
|------|--------------|----|
| | | |

Exhibit B

Special Construction Requirements

1. As set forth in the Parks Construction Permit Template attached hereto as Exhibit B.

[See attached for Parks Construction Permit Template.]

2. New York City Environmental Protection (NYCDEP) should be notified by the contractor when working near any NYCDEP wastewater treatment plant electrical feeders.
3. Final detailed design drawings for the Project with respect to NYCDEP infrastructure must be submitted to NYCDEP for review and approval prior to construction of the Project.
4. NYCDOT may not issue permit or approval for final drawings until NYCDEP's approval has been granted. All NYCDEP owned structures that require to be replaced/relocated due to the conflict with the proposed Project construction shall be done at no cost to NYCDEP.



City of New York Department of Parks & Recreation

Permit to Perform Work on Park Property

P-CON-A-1.2

Thérèse Braddick
Deputy Commissioner
Capital Projects

Olmsted Center
Flushing Meadows
Corona Park
Flushing, NY 11368

Permit# **ParkID.yyyymmdd**

Start Date: 31 December 2022

Permittee: Permittee

End Date: 31 December 2022

PermitteeAddress1

PermitteeAddress2

PermitteeAddress3

Parks Interagency Project Manager:

denise.shanks-brown

Park Name: **ParkName**

Borough of **Boro**

Project Title or Purpose: ProjectNameORScope

This document constitutes a construction permit ("Permit") issued by the City of New York City ("City") Department of Parks & Recreation ("Parks") to Permittee ("Permittee") to perform certain construction work known as the **ProjectNameORScope** from 31 December 2022 until 31 December 2022, (the "Term"), in the location known as **ParkName** as more particularly described on the attached map (hereinafter referred to as the "Permitted Premises" and shown on Attachment A).

1. Grant

- A. This Permit grants Permittee a non-exclusive license to enter the Permitted Premises, subject to the terms and conditions of this Permit, for the limited purposes set forth herein. Permittee has no ownership interest in the Permitted Premises and shall have no rights with respect to the Permitted Premises except as set forth herein.
- B. This Permit authorizes the following activities (hereinafter referred to as the "Work"):
 - i. Permittee to perform the construction work described in Attachment B in the Permitted Premises during the Term, and
 - ii. Permittee to restore the Permitted Premises, along with any other Parks premises or systems affected by the Work as directed by Parks and to Parks' sole satisfaction and approval.

C. Special Conditions

- i. [No special conditions.]

2. General Prohibitions

- A. Without separate, express written consent from Parks, Permittee is expressly prohibited from:
 - i. Occupying, using or in any way affecting Parks premises, systems or resources other than that within the Permitted Premises,
 - ii. Performing any activities within the Permitted Premises other than those described in Attachment B,
 - iii. Performing any Work or other activities pursuant to the Permit not supported by industry standards, best practices or applicable construction or material codes, and
 - iv. Using or connecting to any of Parks' utilities, including but not limited to water and electric service. Permittee must independently source its own utility service.
 - v. Use or application of rodenticides in and around the permitted premises without separate written authorization from Parks.

- B. The express prohibitions of this Paragraph 2 do not limit or modify any other terms and conditions contained in the Permit.

3. Notifications

Permittee shall notify the Chief of Operations for the Borough in which the Permitted Premises is situated, or the Chief's designee, at least forty-eight (48) hours before starting the Work.

Contact information for the Chief of Operations of each Borough can be accessed at:

<http://www.nycgovparks.org/about/people>

4. Conditions and Terms of Issuance

- A. Permittee shall strictly adhere to all City, state and federal laws, rules and regulations, including but not limited to the Rules and Regulations of Parks. Parks does not approve or authorize any work or other activities except as set forth in this Permit or its attachments.
- B. Permittee shall, at its sole cost and expense, restore and improve any City property damaged, disrupted or disturbed by the Work, or any other activities by the Permittee, whether or not such property lies within the Permitted Premises. Any such restoration and improvement is subject to the same terms and conditions as are the Work to Parks sole satisfaction and approval.
- C. Permittee shall be responsible for its contractors, subcontractors, consultants, or any other party used by Permittee in connection with the performance of the Work. Permittee's contractors and subcontractors are bound by the terms and conditions of this Permit and Permittee shall be liable for any damages caused by Permittee's contractors and subcontractors.
- D. Permittee acknowledges that all Parks utilities, systems and property within and servicing the Permitted Premises are operational prior the commencement of Work. Any action taken by Permittee that affects any Parks utility, system or property whatsoever obligates Permittee to restore such utilities, systems and property to their fully operational and improved condition as reasonable determined by Parks at Permittee's sole expense and within a time period reasonably determined by Parks.
- E. Prior to the commencement of the Work, Permittee shall take a complete and thorough set of photographs showing the existing condition of the Permitted Premises and access areas, and shall submit same to Parks' Construction Permit office. Such photographs will be used to determine the scope of restoration requirements. All Work shall be performed exclusively in the areas shown on Attachment A.

5. Expiration, Termination, and Amendment of Permit

This Permit expires automatically on the Expiration Date and is terminable at will at the discretion of the Commissioner of Parks or their designee ("Commissioner") upon twenty-four (24) hours' notice to Permittee. Extension requests must be made in writing thirty (30) days prior to the Expiration Date. Parks reserves the right to amend this Permit at any time to cover new conditions.

6. Coordination

- A. In the event that, during the progress of the Work, Parks authorizes parties other than the Permittee ("Authorized Others") to use the Permitted Premises, Permittee shall coordinate the Work with Authorized Others' activities and shall fully cooperate with and carefully coordinate its own Work with Authorized Others' activities as may be directed by the Commissioner. Permittee shall not commit or permit any act which will interfere with the Authorized Others' activities.
- B. If the Commissioner determines that Permittee is failing to coordinate its Work with the activities of Authorized Others as directed by Parks, then the Commissioner shall have the right to terminate

the Permit and recover damages, including liquidated damages, from the Permittee until Permittee fully complies with such directions.

- C. Permittee shall notify the Commissioner in writing if any Authorized Others fail to coordinate their activities with the Permittee's Work. If the Commissioner finds such charges to be true, the Commissioner shall promptly issue directions to such Authorized Others as the situation may require. The City shall not, however, be liable for any damages suffered by Permittee for any Authorized Others' failure to coordinate their activities with the Work or by reason of the Authorized Others' failure to promptly comply with the directions so issued by the Commissioner, or by reason of any Authorized Others' default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any party. Permittee agrees to make no claim against the City for any damages relating to or arising out of any directions issued by the Commissioner pursuant to this Paragraph 6 (including but not limited to the failure of any Authorized Others to comply or promptly comply with such directions), or the failure of the Commissioner to issue any directions, or the failure of any Authorized Others to coordinate their work, or the default in performance of any Authorized Others.

7. Other Agencies and Authorities

- A. This Permit is issued for construction work on lands under the jurisdiction of Parks. Permittee shall be responsible for securing any and all other permits required to perform any of the Work.
- B. Upon the completion of the Work, Permittee shall furnish to Parks and to any other agency or authority involved in the permitting process for the Work plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of the Work erected or installed in connection with this Permit, as well as the location and dimensions of all substructures encountered during the progress of the Work.
- C. The Work shall be open at all times to the reasonable inspection of all agencies and authorities involved in the permitting process for the Work as well as all agencies with applicable oversight authority over any portion of the Work.

8. Forestry Requirements

- A. If there are any City-owned trees located within 50 feet of the Permitted Premises, or the Work includes planting of City trees, a Tree Work Permit may be required. City-owned trees include trees located within parkland or the public streets and sidewalks. Application for a tree work permit may be made at <https://www.nycgovparks.org/services/forestry/tree-work-permit>
- B. If applicable, Permittee shall comply with all Forestry requirements set forth in the Tree Work Permit(s) (Attachment C).

9. Access and Use Requirements

- A. Permittee shall not commence the Work until all required permits and approvals have been obtained from all appropriate agencies and authorities.
- B. For any questions regarding the Permitted Premises, Permittee shall contact the Chief of Operations for the Borough in which the Permitted Premises is located.
- C. Prior to any excavation, Permittee shall, contact "One Call Users' Council, Inc." at 1-800-272-4480, to obtain information on underground utilities.
- D. Access to the Permitted Premises shall be via Parks' Roads and Paths unless otherwise approved by Parks or any other agency with jurisdiction over adjacent routes.
- E. Permittee shall maintain all areas used for access to the Permitted Premises, as well as any staging areas, in a condition acceptable to Parks.

- F. Permittee shall not permit construction debris to accumulate anywhere on the Permitted Premises and shall clean up the Permitted Premises on a regular basis during the Construction Term. Permittee is required to remove food waste from permitted premises daily.
- G. Permittee shall use refuse receptacles of a capacity which has been determined by Parks to not be detrimental to the access roads and paths leading to the Permitted Premises.
- H. Permittee shall not park private vehicles on Parks' property.
- I. Emergency vehicles must always have access through the Permitted Premises.

10. Maintenance and Restoration of Site

- A. Permittee shall, at its sole cost and expense, completely replace and restore to their pre-Work conditions or better all Parks property and systems, including but not limited to planted areas, trees, shrubs, existing structures or substructures, utility lines, roads, walks and curbs, that are damaged or destroyed by Permittee, whether in or outside the Permitted Premises to Parks sole satisfaction and approval..
- B. Such replacement or restoration work must comply with all applicable laws, rules, and regulations, be completed within the deadline reasonably established by the Commissioner and be approved by Parks' Construction and Forestry Divisions. All replacement and restoration work shall be performed at the direction and to Parks sole satisfaction and approval.
- C. Upon the expiration or sooner termination of this Permit, all temporary structures, equipment and material belonging to Permittee shall be removed from the Permitted Premises.
- D. Guarantee (Other Than Plantings). All materials used to restore the Permitted Premises, subject to settlement, which remain on the Permitted Premises upon the expiration of this Permit shall be maintained and guaranteed by Permittee for a period of one year after the final inspection and acceptance by the Parks.
- E. Supervision. Permittee shall have qualified supervisory personnel present at the Permitted Premises during all phases of the restoration to ensure that Permittee adheres to all Parks' specifications.
- F. Final Inspection. Permittee shall notify Parks after the Construction Term when the Permitted Premises is ready for final inspection to certify that Permittee has restored the Permitted Premises in accordance with the terms of this Permit. Barricaded areas must be inspected by Parks prior to the removal of any barricades.
- G. Allowable Work Hours. All work shall be performed on weekdays between the hours of 7am and 6pm and in accordance with Sections 24-222 and 24-223 of the Administrative Code of the City of New York (the "Code"). No Work other than for emergencies or as required by the City or its appropriate agency is to be performed on Parks property on Saturdays, Sundays or Holidays, except by written permission from Parks and in compliance with all City, state and federal laws and the Parks Rules and Regulations. Details on citywide allowable hours of work can be found at: http://www.nyc.gov/html/dep/pdf/noise_code_guide.pdf. In the event there is a conflict between a provision in this permit and the Code, the Code takes precedence.
- H. Safety Devices. Barricades, warning devices, signs, flags, lights, shall be provided and maintained as required to insure public safety. Permittee is responsible for the adequacy of the safety devices. Permittee shall, upon direction by Parks, vary and/or increase the safety devices installed on the Permitted Premises. Permittee shall maintain any such devices in good condition throughout the duration of this Permit.
- I. Subsurface Investigations. Off-site Disposal of any spoils from subsurface investigations must be in compliance with NYSDEC solid waste regulations (6NYCRR Part 360). Boring locations must be refilled with grout and made flush with the ground surface/existing asphalt or pavers. The

displaced material can be put back in the hole as-of-right. If imported from off-site, boring hole replacement materials must meet restricted residential usage levels as per 6NYCRR Part 375.6.8(b).

- J. Regardless of prior existing conditions at the Permitted Premises, all Work and restoration must be performed at a level consistent with standard construction procedures for new work.

11. Modifications/Choice of Laws/Venue

- A. This Permit constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon the parties hereto. No modification to this Permit shall be valid unless in writing, signed by the parties hereto. Waiver of any breach or default of any provision hereof shall not be deemed a waiver of any subsequent breach of the same or other provision. This Permit shall be deemed to be executed in New York City, State of New York, regardless of the domicile of the Licensee and shall be governed by and construed in accordance with the laws of the State of New York.
- B. The parties agree that any and all claims asserted by or against the City arising under or related to this Permit shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If Permittee initiates any action in breach of this Permit, Permittee shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Permit.

12. Liability

- A. To the fullest extent permitted by law, Permittee shall defend, indemnify and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations in connection with this Permit, or Permittee's failure to comply with the law or any of the requirements of this Permit. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by Permittee, the City and its officials and employees shall be partially indemnified by Permittee to the fullest extent permitted by law.
- B. Copyrights and Patents: To the fullest extent of the law, Permittee shall indemnify, defend, and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation, attorneys' fees and disbursements), against any of them for infringement or violation of any copyright, patent, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party, in each case arising out of the use for the purpose of this Permit of any plans, designs, drawings or specifications furnished by Permittee in the performance of this Permit.
- C. These indemnification provisions shall survive the termination or expiration of this Permit. These indemnification provisions shall not be limited in any way by any other provision of this Permit.
- D. Permittee's construction and restoration activities shall be performed in such manner that the stability of the existing and adjacent areas is not disturbed. Permittee shall be responsible for any damage caused to adjacent Parks areas or appurtenances which result from performance of the Work or the Restoration Work.

13. Insurance

- A. Types of Insurance. From the date Permittee is required to provide Proof of Insurance pursuant to Section 13(C) below through the date of completion of all required Work, Permittee, its Contractors and Subcontractors shall maintain the following types of insurance as indicated herein (with the minimum limits and special conditions specified in Section 13(H)):
- i. Commercial General Liability Insurance: Permittee shall maintain a Commercial General Liability ("CGL") insurance policy or policies (including umbrella or excess policies, if any) satisfying the requirements of this Section 13. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Permit. Coverage shall be at least as broad as that provided by the most recently issued Insurance Service Office ("ISO") Form CG 0001. Such CGL insurance shall name "City of New York, together with its officials and employees," as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026. Such CGL insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City and must be "occurrence" based rather than "claims-made".
 - ii. Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Permittee maintain, and ensure that each Contractor and Subcontractor maintain, Workers Compensation, Employers' Liability, and Disability Benefits Insurance as required by New York law.
 - iii. Comprehensive Business Automobile Liability Insurance: Permittee shall maintain Comprehensive Business Automobile Liability insurance for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this Permit. Coverage should be at least as broad as the most recent edition of ISO Form CA0001.
- B. General Requirements for Insurance Policies:
- i. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Mayor's Office of Operations.
 - ii. Permittee (or its contractors) shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
 - iii. The City's limits of coverage for CGL insurance shall be the greater of
 - a) the minimum limits set forth in Section 13(H) or
 - b) the limits provided to Permittee as Named Insured under all primary, excess and umbrella policies of that type of coverage.
- C. Proof of Insurance:
- i. Before any Work pursuant to this Permit begins, Permittee shall, for each policy required under this Permit, except for Workers Compensation, Employers Liability and Disability Benefits Insurance, file a Certificate of Insurance with the Commissioner pursuant to 13(I).
 - ii. All Certificate(s) of Insurance shall be in a form reasonably acceptable to the City and shall certify the issuance and effectiveness of the types of insurance specified in Section 13(A) and 13(H) and be accompanied by either a duly executed "Certification by Broker or Agent" in the form contained in Section 13(I) or completed copies of all policies referenced in the Certificate of Insurance. Where completed policies have not yet been issued, binders are acceptable.
 - iii. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Permit.

Such Certificates of Insurance shall comply with the requirements of this Section 13.

- iv. Permittee shall be obligated to provide the City with a copy of any policy required by this Section 13 upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Operations of Permittee:

- i. Permittee shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate hereunder does not excuse Permittee from securing a policy consistent with all provisions of this Section or of any liability arising from its failure to do so.
- ii. Permittee shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Permit and shall be authorized to perform Work only during the effective period of all required coverage.
- iii. In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, Permittee shall immediately stop all Work, and shall not recommence the Work until authorized in writing to do so by the Commissioner.
- iv. Where notice of occurrence, accident, claim or suit is required under a policy maintained in accordance with this Section 13, Permittee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Permit (including notice to Commercial General Liability insurance carriers for events relating to Permittee's or its Contractors' employees) no later than 20 days after such event. For any policy where the City is an additional insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. Permittee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- E. Wherever reference is made in this Section 13 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Section 17.
- F. Materiality/Non-Waiver: Permittee's failure to secure policy(ies) in complete conformity with this Section, or to give the Insurance Company timely notice of any sort required in this Permit on behalf of the City, or to do anything else required by this Section 13 shall constitute a material breach of this Permit. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.
- G. Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve Permittee of any liability under this Permit, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Permit or as otherwise provided by law.

H. Insurance Schedule

| Types of Insurance | Minimum Limits and Special Conditions |
|---|--|
| Workers' Compensation, Employer's Liability, and Disability Insurance | Per Statutory Limits as required by the laws of the State of New York |
| Commercial General Liability | \$1,000,000 per occurrence. \$2,000,000 aggregate. <u>Additional Insureds:</u> 1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 2026 |
| Comprehensive Business Auto Coverage | \$1,000,000 per accident |

I. Certificates of Insurance

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

Form of Certificate appears on the following page.

14. Independent Contractors, No Assignment

The parties to this Permit shall be independent contractors, and nothing herein shall be deemed to make the parties hereto joint venturers, partners, agent/principal or otherwise. This Permit shall not be assignable without the other party's prior written consent.

15. Investigations

- A. The parties to this Permit shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance and to examine witnesses under oath or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- B.
- i. If any person who has been advised that his or her statement and any information from such statement will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with City, State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within City, or any public benefit corporation organized under the laws of the State of New York; or
 - ii. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest and is seeking testimony concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with City, State or any political subdivision thereof or any local development corporation within the City; then
- C.
- i. The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license shall convene a hearing, upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
 - ii. If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to paragraph (e) below with City incurring any penalty or damage for delay or otherwise.
- D. The penalties which may attach after a final determination by the commissioner or agency head may include, but not exceed:
- i. The disqualification for a period not to exceed five years from the date of an adverse determination for any person or entity of which such person was a member at the time the testimony was sought from submitting bids for, transacting business with or entering into or obtaining any contract, lease, permit or license with or from City; and/or
 - ii. The cancellation or termination of any and all such existing City contracts, leases, permits or

licenses that the refusal to testify concerns and that have not been assigned as permitted under this Permit, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by City.

- E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in sub paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in sub-paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:
- i. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit including, but not limited to, the discipline, discharge or disassociation of any person failing to testify, the production of accurate and complete books and records and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
 - ii. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 - iii. The nexus of the testimony sought to subject entity and its contracts, leases, permits or licenses with City.
 - iv. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under paragraph (d) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in paragraph (c) (i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- F.
- i. The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - ii. The term "person" as used herein shall be defined as a natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - iii. The term "entity" as used herein shall be defined as any firm, partnership, corporation, association or person that receives monies, benefits, licenses, leases or permits from or through City or otherwise transacts business with the City.
 - iv. The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- G. In addition to and notwithstanding any other provision of this Permit the commissioner or agency head may in his or her sole discretion, terminate this Permit upon not less than three days written notice in the event Permittee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Permit by the Permittee, or affecting the performance of this Permit.

16. Submittal of As-Built Drawings Upon Completion of Work

Permittee shall submit a complete set of as-built record drawings showing portions of the project installed on Parks' property, to Parks. One (1) copy of such drawings shall be delivered to:

Director of Interagency Coordination & Construction Permits
The Olmsted Center
117-02 Roosevelt Avenue
Flushing, NY 11368

"As-Built" Record Drawings shall be submitted in all of the following three formats: 1) a digital media containing complete drawings in AutoCAD format, including all attachments and data links (eTransmit), 2) files of each sheet in Portable Document Format (PDF), 3) one hard copy produced on minimum 20# Bond Paper, 30" x 42" in size. In lieu of original ink or pencil drawings, Permittee may submit full size signed, stamped, and scanned 300 dpi PDF. Parks will not accept diazo (i.e. sepia) type reproductions as original drawings.

The final "As-Built" Record Drawings shall include the following: Permittee's company name, address and telephone number, project's title, Parks Permit No., drawing date, the word "As-Built", Permittee's signature and a statement certifying that the "As-Built" drawings are accurate and correct.

17. Notices

All notices to Parks shall be sent to the following addresses:

| | |
|---|---|
| New York City Parks & Recreation Counsel's Office The Arsenal 830 Fifth Avenue New York, NY 10065 | Director, Interagency Coordination & Construction Permits The Olmsted Center 117-02 Roosevelt Avenue Flushing, NY 11368 |
|---|---|

All notices to Permittee shall be sent to following address:

Permittee
PermitteeAddress1
PermitteeAddress2
PermitteeAddress3

18. Copyright

Permittee warrants that it has obtained or will obtain prior to the commencement of any portion of the Work all required approvals and permissions to use any and all materials that without such permission or approval would infringe or violate the copyright, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party.

19. Safety Standards

All installed products, materials and equipment installed must meet the reasonable safety standards of their respective industries.

20. Abandoned Project

If at any time during the course of the Work being performed in connection with this Permit it is determined that the Work cannot be completed due to unforeseen field conditions Permittee shall leave the area in the same or better condition the affected area was in prior to commencement of the Work, and at no cost to the City.

21. No Cost

All the Work performed in connection with this Permit shall be at no cost to the City or Parks.

22. Assignment

Permittee shall not assign, transfer, convey or otherwise dispose of this Permit or of Permittee's rights, obligations, duties, in whole or in part, in connection with this Permit, unless the prior written consent of Parks shall be obtained, which consent shall not be unreasonably withheld or delayed. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

23. Merger

This written Permit contains all the terms and conditions agreed upon by the parties hereto, and no other permit, agreement, oral or otherwise, regarding the subject matter of this Permit shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

24. Modification

No modification, amendment, waiver or release of any provision of this Permit or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by both parties to this Permit.

25. Protection of Property

Permittee assumes the risk of, and shall be responsible for, any loss or damage to property of the City of New York, involved in the Work performed in connection with this Permit, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of Permittee, or his or her officers, managerial personnel and employees, or any person, firm, company, agency or others engaged by the Permit as expert, consultant, specialist or subcontractor hereunder.

The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Permit.

26. Progress Schedule

Prior to the commencement of any the Work to be performed under this Permit, Permittee shall provide the Parks Permit Division and Chief of Operations for the Borough in which the Site is situated with a progress schedule of the Work to be performed.

27. Liquidated Damages

- A. If Permittee fails to vacate the Permitted Premises or leave the Permitted Premises in the condition required by this permit by the Expiration Date, Permittee shall be liable for liquidated damages in the cash amount of \$1,000.00 per day for every calendar day or part thereof that such failure continues.
- B. Permittee acknowledges that said cash amount is reasonable in proportion to the probable damages likely to be sustained by the City for Permittee's failure to vacate the Permitted Premises by the Termination Date or leave the Permitted Premises in the condition required by the Permit.
- C. Permittee acknowledges that the amount of actual damages for the loss of use of property sustained by City in the event of such failure is incapable of precise estimation, that the payment of such cash amount by Permittee would not result in severe economic hardship for Permittee, and that such payment does not constitute a penalty or punitive damages for any purposes.
- D. Permittee acknowledges that such liquidated damages compensate the City solely for the lost or impaired use of its property and are separate from and in addition to Permittee's liability to compensate the City for any other damages it may have caused.

E. Such liquidated damage amounts due and unpaid by Permittee shall constitute a lien on any property owned by Permittee.

F. This paragraph survives the Expiration Date or of this Permit or any earlier termination by Parks.

28. Security Bond

Permittee shall post and maintain, during the term of this Permit and for a period of one year thereafter, a bond or letter of credit in the amount of _____ or more in favor of the City and whose terms and conditions are as shown in Attachment D, which bond or letter of credit may be drawn upon by the City to cover any damages that may occur to the Permitted Premises or other City property as a result of the Work or any of Permittee's activities, and any liquidated damages that the City may be entitled to under this Permit as a result of Permittee's violation of this Permit. This Permit shall not be valid and Permittee shall not commence Work unless and until the bond has been submitted to and accepted by the Commissioner.

29. Disposal Fees

Permittee shall cause be solely responsible for any and all disposal fees, fines, penalties and/or violations for the disposal of contaminated and/or hazardous waste at no cost to Parks, including any and all fees assessed by the New York State Department of Environmental Conservation for Work performed pursuant to this Permit, regardless of when assessed. This clause survives the expiration of this Permit.

30. Test Results

The results and/or findings of any tests, which include but are not limited to tests for asbestos, lead, contaminated material and/or hazardous material, shall be used solely by Permittee for the purposes of the Work and the construction of the Site. Such results and/or findings may be disclosed only to those persons required by law and/or necessary to perform and complete the work. Permittee shall furnish a copy of the tests results to Parks within five (5) days of Permittee's receipt of same.

31. Publication

Permittee shall not publicize and/or circulate promotional material regarding this Permit, or the Work without the prior written consent from Parks.

CITY OF NEW YORK / PARKS & RECREATION

Signed: _____

Daniel Grulich
Director of Interagency Coordination & Construction Permits

Accepted and agreed on behalf of:

Permittee :
(Permittee)

Signature: _____

Print: _____

Title: _____

Date: _____

cc: denise.shanks-brown, **Boro:**

NYC Parks Construction Permit
ParkID.yyyymmdd
Attachment A
(Permitted Premises)

NYC Parks Construction Permit
ParkID.yyyymmdd
Attachment B
(Scope of Work)

NYC Parks Construction Permit
ParkID.yyyymmdd
Attachment C
(Tree Work Permit)

NYC Parks Construction Permit
ParkID.yyyymmdd
Attachment D
(Bond or Letter of Credit)



NYC Parks

City of New York Department of Parks & Recreation
Modification to Permit to Perform Work on Park Property
P-CON-A-1.2

Gabrielle Fialkoff
Commissioner

The Arsenal
Central Park
New York, NY 10065
www.nyc.gov/parks

Thérèse Braddick
Deputy Commissioner
Capital Projects

Olmsted Center
Flushing Meadows
Corona Park
Flushing, NY 11368

Permit# ParkID.yyyymmdd
Permittee Permittee
PermitteeAddress1
PermitteeAddress2
PermitteeAddress3

Original Start Date: 31 December 2022
Original End Date: 31 December 2022
Revised End Date: Enter date
Modification Issued: Enter date.
Modification Number: Choose an item.

Park Name: ParkName
Borough of Boro

Parks Interagency Project Manager:
denise.shanks-brown

Project Title or Purpose: ProjectNameORScope

Dear [Manager]:

Reference is made to your letter of [Enter Date] requesting Permit No. ParkID.yyyymmdd be amended.

Amended Scope of work:

- Click here to enter text.

Please be advised that Permit No. ParkID.yyyymmdd is hereby amended as summarized above, in accordance with the attached request. All other terms and conditions of this permit remain in full force and effect.

CITY OF NEW YORK / PARKS & RECREATION

Signed: _____

Daniel Grulich
Director of Interagency Coordination & Construction Permits

cc: denise.shanks-brown, Boro:

EXHIBIT C

Letter of Credit Form

[See attached.]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. []

BENEFICIARY:

NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 WATER STREET
NEW YORK, NY 10041
ATTENTION: [•]
TEL. NO.: [•]
FAX. NO.: [•]
E-MAIL: [•]

APPLICANT:

CHPE LLC
600 BROADWAY
ALBANY, NY 12207
ATTENTION: [•]
TEL. NO.: [•]
FAX. NO.: [•]
E-MAIL: [•]

AMOUNT: TWO MILLION FOUR HUNDRED NINETY-ONE THOUSAND ONE HUNDRED THIRTY-ONE AND 00/100 UNITED STATES DOLLARS (U.S. \$ 2,491,131.00)

DATE OF ISSUE: [], 202[2]

DATE AND PLACE OF EXPIRY: [], 20[23], EXCEPT AS AUTOMATICALLY EXTENDED HEREUNDER

AT COUNTER OF [BANK NAME]

AT THE REQUEST OF, AND FOR THE ACCOUNT OF CHPE LLC, A NEW YORK LIMITED LIABILITY COMPANY (THE "GRANTEE"), LOCATED AT 600 BROADWAY, ALBANY, NY 12207, WE, [ISSUER NAME], LOCATED AT [ISSUER ADDRESS] (THE "ISSUER" OR "US"), HEREBY ESTABLISH, EFFECTIVE IMMEDIATELY, IN FAVOR OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION (THE "BENEFICIARY" OR "YOU"), OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [], IN THE AGGREGATE AMOUNT OF TWO MILLION FOUR HUNDRED NINETY-ONE THOUSAND ONE HUNDRED THIRTY-ONE AND 00/100 UNITED STATES DOLLARS (U.S. \$ 2,491,131.00) (AS SUCH AMOUNT MAY BE REDUCED FROM TIME TO TIME BY PARTIAL DRAWS HEREUNDER OR AS REPLENISHED IN ACCORDANCE WITH THE CONSENT (AS DEFINED BELOW), THE "STATED AMOUNT").

WE ARE INFORMED BY THE GRANTEE THAT THIS LETTER OF CREDIT IS BEING ISSUED PURSUANT TO AND IN ACCORDANCE WITH THAT CERTAIN REVOCABLE CONSENT AGREEMENT, DATED AS OF [INSERT DATE], BY AND BETWEEN THE GRANTEE AS GRANTEE AND THE CITY OF NEW YORK, ACTING BY AND THROUGH THE NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION AS GRANTOR, AND APPROVED BY THE BENEFICIARY (SUCH CONSENT AGREEMENT, AS MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "CONSENT") AND THAT THIS

LETTER OF CREDIT IS BEING ISSUED IN FAVOR OF THE BENEFICIARY.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR OFFICE LOCATED AT [ISSUER OFFICE], ATTN: [____], AND EXPIRES UPON OUR CLOSE OF BUSINESS ON [____] (THE "EXPIRATION DATE").¹ IT IS A CONDITION OF THIS LETTER OF CREDIT THAT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE ONE (1) YEAR PERIODS FOLLOWING ITS THEN-CURRENT EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO THE THEN-CURRENT EXPIRATION DATE, WE SEND NOTIFICATION TO YOU VIA EMAIL TO [●] WITH A COPY NOTICE BY COURIER SERVICE, REGISTERED OR CERTIFIED MAIL, OVERNIGHT MAIL, AT THE ADDRESS SET FORTH ABOVE (OR AT SUCH OTHER ADDRESS AS YOU MAY SEND NOTICE TO US IN WRITING BY U.S. MAIL OR COURIER SERVICE, AS BEING THE APPLICABLE ADDRESS), THAT WE DO NOT INTEND TO EXTEND THIS LETTER OF CREDIT.

IN THE EVENT THAT, THIS LETTER OF CREDIT IS NOT EXTENDED BEYOND THE THEN-CURRENT EXPIRATION DATE, NOTWITHSTANDING ANYTHING IN THIS LETTER OF CREDIT TO THE CONTRARY, THE BENEFICIARY MAY DRAW ANY AMOUNT OR THE ENTIRE AMOUNT AVAILABLE HEREUNDER BY PRESENTING THE DRAWING DOCUMENTS IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

FUNDS IN PAYMENT OF A DRAWING UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE BENEFICIARY BY PAYMENT AGAINST PHYSICAL OR ELECTRONIC PRESENTATION, AS PROVIDED HEREIN. PHYSICAL PRESENTATION CAN BE MADE AT THE OFFICE AS STIPULATED HEREINABOVE OF THE BENEFICIARY'S SIGNED AND APPROPRIATELY COMPLETED SIGHT DRAFT(S) IN THE FORM OF **EXHIBIT 1** ATTACHED HERETO, THE BENEFICIARY'S SIGNED AND APPROPRIATELY COMPLETED DRAWING CERTIFICATE(S) IN THE FORM OF **EXHIBIT 2** ATTACHED HERETO, AND COPIES OF THE ORIGINAL LETTER OF CREDIT AND AMENDMENTS (IF ANY) (COLLECTIVELY, THE "DRAWING DOCUMENTS").

PRESENTATION OF DRAWING DOCUMENTS MAY BE MADE BY HAND-DELIVERY, COURIER SERVICE, REGISTERED OR CERTIFIED MAIL, OVERNIGHT MAIL, FACSIMILE, OR EMAIL. PRESENTATION OF DRAWING DOCUMENTS BY FACSIMILE TRANSMISSION SHALL BE BY TRANSMISSION TO OUR FACSIMILE NUMBER [____], ATTN: [____], OR EMAIL TO [____], WITH TELEPHONIC CONFIRMATION OF OUR RECEIPT OF SUCH FACSIMILE OR EMAIL TRANSMISSION AT [____] (OR AT SUCH OTHER FACSIMILE AND/OR TELEPHONE NUMBERS AND/OR EMAIL ADDRESS AS WE MAY SEND NOTICE TO YOU IN WRITING BY COURIER SERVICE OR REGISTERED OR CERTIFIED MAIL, AS BEING THE APPLICABLE NUMBERS OR EMAIL) ON OR BEFORE THE THEN-CURRENT EXPIRATION DATE. ANY SUCH FACSIMILE OR EMAIL PRESENTATION SHALL BE CONSIDERED AN ORIGINAL DOCUMENT. WE SHALL BE UNDER NO OBLIGATION TO ASCERTAIN THE IDENTITY OR AUTHORITY OF ANY PERSON MAKING SUCH FACSIMILE PRESENTATION.

WE SHALL EXAMINE THE DRAWING DOCUMENTS WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF OUR RECEIPT AND DETERMINE WHETHER TO TAKE UP OR DISHONOR SUCH DRAWING DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT AND TO INFORM YOU ACCORDINGLY. WE MAY DISHONOR SUCH DRAWING

¹ To be the one-year anniversary of issuance.

DOCUMENTS ONLY IF THEY DO NOT COMPLY WITH THE TERMS OF THIS LETTER OF CREDIT, WE WILL, UPON YOUR INSTRUCTIONS, HOLD ANY DRAWING DOCUMENTS AT YOUR DISPOSAL OR DESTROY OR RETURN THE SAME TO YOU. WE HAVE NO DUTY OR RIGHT TO INQUIRE INTO THE VALIDITY OF, OR THE BASIS FOR, ANY DRAW. ANY NOTICE OF DISHONOR SHALL STATE ALL DISCREPANCIES UPON WHICH OUR DISHONOR IS BASED. PROVIDED THAT THE DRAWING DOCUMENTS PRESENTED IN CONNECTION THEREWITH CONFORM TO THE TERMS AND CONDITIONS HEREOF, PAYMENT SHALL BE MADE TO YOU OF THE AMOUNT SPECIFIED IN THE APPLICABLE SIGHT DRAFT, NOT TO EXCEED THE ENTIRE AMOUNT AVAILABLE HEREUNDER, IN IMMEDIATELY AVAILABLE FUNDS, ON OR BEFORE THE THIRD (3RD) BUSINESS DAY AFTER THE PRESENTATION OF THE SIGHT DRAFT AND DRAWING DOCUMENTS.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED HEREUNDER. ANY DRAWING HONORED HEREUNDER BY US SHALL REDUCE THE STATED AMOUNT AVAILABLE FOR DRAWINGS BY THE AMOUNT OF THE PAYMENT.

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT ON OR BEFORE THE THEN-CURRENT EXPIRATION DATE.

THIS LETTER OF CREDIT IS TRANSFERABLE BY BENEFICIARY ONLY IN FULL, BUT NOT IN PART, TO ANY SUCCESSOR TO BENEFICIARY'S INTEREST IN THE CONSENT. WE SHALL NOT RECOGNIZE ANY TRANSFER OF THIS LETTER OF CREDIT UNTIL A TRANSFER REQUEST IN THE FORM OF EXHIBIT 3 ATTACHED HERETO IS FILED WITH US. THE ORIGINAL LETTER OF CREDIT AND ANY ORIGINAL AMENDMENTS MUST ACCOMPANY THE TRANSFER FORM.

ALL BANKING CHARGES ASSOCIATED WITH THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF THE GRANTEE.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY OR A DAY ON WHICH BANKS IN THE STATE OF NEW YORK ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE (ICC) PUBLICATION NO. 590 ("ISP98"), EXCEPT TO THE EXTENT THAT THE TERMS OF THIS LETTER OF CREDIT ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP98, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN. AS TO MATTERS NOT ADDRESSED BY THE ISP98, AND TO THE EXTENT NOT INCONSISTENT WITH THE ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY OF ITS CONFLICTS OF LAW PROVISIONS THEREUNDER OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND APPLICABLE U.S. FEDERAL LAW.

THIS LETTER OF CREDIT, INCLUDING THE EXHIBITS HERETO, SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED WITHOUT YOUR WRITTEN CONSENT OR

BY REASON OF OUR REFERENCE TO ANY AGREEMENTS OR INSTRUMENT REFERRED TO OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO. ANY SUCH AGREEMENTS OR INSTRUMENT SHALL NOT BE DEEMED INCORPORATED HEREIN BY REFERENCE.

THE ISSUER WILL NOT EFFECT A TRANSFER OR MAKE ANY PAYMENT UNDER THIS LETTER OF CREDIT TO ANY PERSON WHO IS LISTED ON A UNITED NATIONS, EUROPEAN UNION OR UNITED STATES OF AMERICA SANCTIONS LIST, NOR TO ANY PERSON WITH WHOM THE ISSUER IS PROHIBITED FROM ENGAGING IN TRANSACTIONS WITH UNDER APPLICABLE UNITED STATES FEDERAL OR STATE ANTI-BOYCOTT, ANTI-TERRORISM OR ANTI-MONEY LAUNDERING LAWS OR U.S. SANCTIONS LAWS.

[ISSUING BANK],

BY: _____
NAME:
TITLE:

**EXHIBIT 1
TO
IRREVOCABLE STANDBY LETTER OF CREDIT NO. [_____]**

[INSERT BENEFICIARY LETTERHEAD]

FORM OF SIGHT DRAFT

[DATE]

[•]²

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [_____]

FOR THE VALUE RECEIVED, PAY TO THE ORDER OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION (THE "BENEFICIARY"), BY WIRE TRANSFER, OF IMMEDIATELY AVAILABLE FUNDS TO THE FOLLOWING ACCOUNT:

[NAME OF ACCOUNT]

[ACCOUNT NUMBER]

[NAME AND ADDRESS OF BANK TO WHICH ACCOUNT IS MAINTAINED]

[ABA NUMBER]

[REFERENCE]

THE FOLLOWING AMOUNT: [*INSERT NUMBER OF DOLLARS IN WRITING*] UNITED STATES DOLLARS (US \$[*INSERT NUMBER OF DOLLARS IN FIGURES*])

DRAWN UPON YOUR LETTER OF CREDIT NO. [_____], DATED AS OF [_____], 202[2].

**NEW YORK CITY DEPARTMENT OF
TRANSPORTATION,**

BY: _____
NAME:
TITLE:

² Insert the name, phone number and address of the issuing bank.

**EXHIBIT 2
TO
IRREVOCABLE STANDBY LETTER OF CREDIT NO. []**

FORM OF DRAWING CERTIFICATE

[DATE]

[•]³

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER []

LADIES AND GENTLEMEN:

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION (THE "BENEFICIARY"), AS THE BENEFICIARY OF THE ABOVE-REFERENCED LETTER OF CREDIT (THE "LETTER OF CREDIT"), HEREBY CERTIFIES TO [ISSUER NAME] (THE "ISSUER"), WITH RESPECT TO THE LETTER OF CREDIT (THE TERMS DEFINED THEREIN AND NOT OTHERWISE DEFINED HEREIN BEING USED HEREIN AS THEREIN DEFINED), THAT:

1. THE BENEFICIARY HAS APPROVED THAT CERTAIN REVOCABLE CONSENT AGREEMENT, DATED AS OF [], BY AND BETWEEN THE CITY OF NEW YORK, ACTING BY AND THROUGH THE NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION AS GRANTOR AND CHPE LLC, A NEW YORK LIMITED LIABILITY COMPANY AS GRANTEE (THE "GRANTEE") (AS AMENDED, MODIFIED OR OTHERWISE SUPPLEMENTED FROM TIME TO TIME, THE "CONSENT").

[PICK ONE OF THE FOLLOWING ALTERNATIVES FOR SECTION 2]

2. [(A) THE GRANTEE HAS DEFAULTED ON THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE CONSENT (AFTER GIVING EFFECT TO THE CURE PERIOD APPLICABLE WITH RESPECT TO SUCH DEFAULT), (B) THE BENEFICIARY HAS CAUSED THE RELEVANT WORK TO BE DONE AND/OR THE MATERIALS TO BE FURNISHED FOR THE PERFORMANCE OF SUCH OBLIGATIONS AND (C) THE GRANTEE HAS NOT FULLY REIMBURSED THE BENEFICIARY FOR THE COST OF SUCH WORK OR MATERIALS WITHIN THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE FROM THE BENEFICIARY TO THE GRANTEE.]⁴

OR

2. [(A) THE ISSUER HAS GIVEN NOTICE TO THE BENEFICIARY THAT IT HAS ELECTED NOT TO EXTEND THE LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE THEREFOR OR (B) THE LETTER OF CREDIT WILL EXPIRE WITHIN SIXTY (60) DAYS, AND THE GRANTEE HAS FAILED TO DELIVER TO THE BENEFICIARY A SUBSTITUTE LETTER OF CREDIT AT

³ Insert the name, phone number and address of the issuing bank.

⁴ Draws made in reliance on this condition may be made up to the amount of costs which the Grantee has not reimbursed in accordance with clause (c) of this condition.

LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRATION DATE.]

OR

2. [THE GRANTEE HAS FAILED TO PROVIDE WRITTEN EVIDENCE TO THE BENEFICIARY THAT THE INSURANCE REQUIRED UNDER SECTION 21 OF THE CONSENT IS IN PLACE WITHIN THIRTY (30) DAYS OF THE DATE THAT THE BENEFICIARY'S NOTICE REQUESTING SUCH PROOF WAS DEEMED TO HAVE BEEN RECEIVED BY THE GRANTEE IN ACCORDANCE WITH SECTION 18 OF THE CONSENT.]⁵

OR

2. [PAYMENT OF ANY SUM OF MONEY IS DUE TO THE BENEFICIARY OR ITS CONTRACTOR FOR THE REMOVAL OF THE STRUCTURE (AS DEFINED IN THE CONSENT) AND/OR RESTORATION OF THE PROJECT AREA (AS DEFINED IN THE CONSENT), AND GRANTEE HAS NOT REIMBURSED THE BENEFICIARY FOR SUCH PAYMENT FOLLOWING A THIRTY (30) DAY WRITTEN NOTICE TO THE GRANTEE FROM THE BENEFICIARY.]⁶

OR

2. [PAYMENT OF ANY SUM OF MONEY IS DUE TO THE BENEFICIARY OR ITS CONTRACTOR FOR COSTS IDENTIFIED IN SECTION 7 OF THE REVOCABLE CONSENT THAT ARE NOT PAID BY THE GRANTEE WITHIN THE TIME SPECIFIED WITHIN THE CONSENT.]

3. THE BENEFICIARY IS ENTITLED TO MAKE A DRAWING UNDER THE LETTER OF CREDIT IN THE AMOUNT OF \$ _____ (THE "DRAW AMOUNT").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

⁵ Draws made in reliance on this condition may be made up to the cost of obtaining such required insurance.

⁶ Draws made in reliance on this condition may be made up to the amount of payments which the Grantee has not reimbursed in accordance with this condition.

**IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS DRAWING
CERTIFICATE AS OF THE _____ DAY OF _____, 20____.**

**NEW YORK CITY DEPARTMENT OF
TRANSPORTATION,**

**BY: _____
NAME:
TITLE:**

**EXHIBIT 3
TO
IRREVOCABLE STANDBY LETTER OF CREDIT NO. [_____]**

FORM OF TRANSFER REQUEST

TO: 7

FROM:

RE: LETTER OF CREDIT
NO. _____

ISSUED BY: _____

WE, THE UNDERSIGNED BENEFICIARY, HEREBY AUTHORIZE AND DIRECT YOU TO TRANSFER
IRREVOCABLY THE REFERENCED LETTER OF CREDIT IN ITS ENTIRETY

TO: _____

WHOSE ADDRESS IS: _____

(HEREIN CALLED THE "TRANSFeree") WITH NO CHANGES
IN TERMS AND CONDITIONS OF THE LETTER OF CREDIT.

WE ARE RETURNING THE ORIGINAL INSTRUMENT, INCLUDING ORIGINAL AMENDMENTS, IF ANY, TO YOU HERewith IN ORDER THAT YOU MAY DELIVER IT TO THE TRANSFeree TOGETHER WITH YOUR CUSTOMARY LETTER OF TRANSFER OR ISSUE A SUBSTITUTE LETTER OF CREDIT TO THE TRANSFeree DESIGNATED BY THE BENEFICIARY IN THIS TRANSFER REQUEST. IT IS UNDERSTOOD THAT SUCH SUBSTITUTE LETTER OF CREDIT WILL BE IN SUBSTANTIALLY THE FORM OF THE ORIGINAL ABOVE-REFERENCED LETTER OF CREDIT EXCEPT FOR ITS DATE OF ISSUANCE AND THE LETTER OF CREDIT NUMBER, AND ITS AMOUNT WILL BE FOR THE THEN AVAILABLE AMOUNT OF THIS LETTER OF CREDIT.

ANY AMENDMENTS TO THE LETTER OF CREDIT THAT YOU MAY ISSUE OR RECEIVE ARE TO BE ADVISED BY YOU DIRECTLY TO THE TRANSFeree AND TO BE ACKNOWLEDGED AND AGREED TO BY THE TRANSFeree, AND THE DOCUMENTS (INCLUDING DRAFTS IF REQUIRED UNDER THE CREDIT) OF THE TRANSFeree ARE TO BE PROCESSED BY YOU (OR ANY INTERMEDIARY) WITHOUT OUR INTERVENTION AND WITHOUT ANY FURTHER RESPONSIBILITY ON YOUR PART TO US.

ISSUER SHALL NOT BE LIABLE FOR ANY DELAY, NON-RETURN OF DOCUMENTS, NON-PAYMENT OR OTHER ACTION OR INACTION COMPELLED BY A JUDICIAL ORDER OR BY ANY LAW OR REGULATION APPLICABLE TO ISSUER.

⁷ _____
Insert the name, phone number and address of the issuing bank.

****THE SIGNATURE OF THE BENEFICIARY WITH TITLE AS STATED CONFORMS WITH THAT ON FILE WITH US AND IS AUTHORIZED FOR THE EXECUTION OF SUCH INSTRUCTION.**

| | | | |
|-------|------------------------|-------|------------------------|
| | _____ | | _____ |
| | (NAME OF BANK) | | (NAME OF BENEFICIARY) |
| | _____ | BY: | _____ |
| | (ADDRESS OF BANK) | | (AUTHORIZED SIGNATURE) |
| BY: | _____ | | _____ |
| | (AUTHORIZED SIGNATURE) | | (TITLE) |
| | _____ | | _____ |
| | (TITLE) | | (TELEPHONE NUMBER) |
| | _____ | DATE: | _____ |
| | (TELEPHONE NUMBER) | | |
| DATE: | _____ | | |
| | _____ | | |

EXHIBIT D
Insurance Rider

[See attached.]

Revocable Consent Insurance Rider

A. Workers' Compensation, Disability Benefits, and Employers' Liability Insurance.

1. Grantee shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with law.
2. Grantee shall submit proof of Grantee's workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to Grantor in a form acceptable to the New York State Workers' Compensation Board at the time the signed Consent is submitted to Grantor. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

- *Workers' Compensation Insurance:*

- Form C-105.2, Certificate of Workers' Compensation Insurance;
- Form U-26.3, State Insurance Fund Certificate of Workers' Compensation Insurance;
- Form SI-12, Certificate of Workers' Compensation Self-Insurance;
- Form GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance; or
- Form CE-200 – Affidavit of Exemption.

- *Disability Benefits Insurance:*

- Form DB-120.1, Certificate of Disability Benefits Insurance;
- Form DB-155, Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 – Affidavit of Exemption.

3. The certificate holder shall be listed on such forms as follows:

City of New York
c/o Department of Transportation General Counsel
55 Water Street
New York, New York 10041

B. Additional Insurance Required by the City. Grantee shall maintain and, as indicated, shall cause its contractor(s) to maintain the following insurance:

1. Commercial General Liability (CGL) insurance protecting the insureds from claims that may arise from the Work, the Structure, or any operations under this Consent. Such CGL shall be at least as broad as the most recently issued Insurance Services Office (ISO) form CG 00 01 and shall be “occurrence” based instead of “claims-made.”

a. Grantee shall maintain CGL insurance in the following minimum amounts:

| | Bridges Tunnels | or | Pipes Carrying Combustible Liquids or Gases | Everything Else |
|--|----------------------------|-----------|--|----------------------------|
| Per Occurrence | \$5,000,000 | | \$35,000,000 | \$2,000,000 |
| Personal & Advertising Injury | \$1,000,000 | | \$5,000,000 | \$1,000,000 |
| Aggregate (Per Location Basis) | \$5,000,000 | | \$35,000,000 | \$2,000,000 |
| Products/Completed Operations | \$2,000,000 | | \$5,000,000 | \$2,000,000 |

b. The CGL insurance policy shall name the City of New York, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent editions of ISO Forms CG 20 26 and CG 20 37. Grantee shall maintain coverage for the City, together with its officials and employees, for products/completed operations for a minimum of three years after this Consent expires or is terminated.

C. General Requirements for Insurance Coverage and Policies. The following requirements apply to the coverages described above in section B:

1. *ISO Forms.* Wherever section B above requires that insurance coverage be “at least as broad” as a specified ISO form, there is no obligation that the form itself be used, provided that the alternative form provides coverage at least as broad as the specified form.
2. *Ratings.* All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII, a Standard and Poor’s rating of at least A, a Moody’s Investors Service Rating of at least A3, or a Fitch Ratings rating of at least A- unless prior written approval is obtained from the Department in consultation with the City Corporation Counsel.
3. *Primary and Non-Contributing.* Policies of insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

4. *Limits.* The City's limits of coverage for the insurance required shall be the greater of (i) the minimum limits set forth in this Consent or (ii) the limits provided to Grantee or its contractor, as applicable under all primary, excess and umbrella policies covering operations under this Consent.
5. *Responsibility for Costs.* The City shall not be responsible for the payment of any premiums, deductibles, self-insured retentions, or any other aspect of a self-insurance program to which the required policies of insurance are subject, whether or not the City is an insured under the policy.
6. *Self Insurance.* There shall be no self-insurance program or self-insured retention with regard to any insurance unless approved in writing by the Commissioner. Further, Grantee shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Consent, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

D. Proof of Insurance. The following requirements apply to the coverages described above in section B:

1. *Initial Proof.* Grantee shall provide complete certificate of insurances, a duly executed certification of broker or agent in the form attached hereto, and additional insured endorsements to Grantor upon submission of the signed Consent.
2. *Proof of Renewal.* Proof confirming renewals of insurance shall be submitted to Grantor prior to the expiration date of coverage of policies required under this Insurance Rider. Such proof shall conform to the requirements of (D)(1) above.
3. *Demand for Policies.* Grantee must provide or cause to be provided a copy of any required policy upon demand for such policy by Grantor or the City Corporation Counsel.

E. Miscellaneous. The following provisions apply to the coverages described above in section B:

1. In the event any of the Work is to be conducted near the property of any person who reasonably requires other types of insurance (for example, Railroad Protective Insurance for Work near a train track) or higher limits, Grantee shall procure and submit proof of such insurance as a condition to this Consent. Where appropriate, the City, including its officials and employees, shall be named an Additional Insured thereon.
2. Acceptance by the Commissioner of a Certificate of Insurance or any other action or inaction by the Commissioner or Grantor does not waive Grantee's obligation to

ensure that insurance fully consistent with the requirements herein is maintained nor does it waive Grantee's liability for its failure to do so.

3. Grantee may satisfy its insurance obligations through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein. At the Commissioner's sole discretion, Grantee may satisfy its insurance obligations through a type of insurance other than Commercial General Liability insurance so long as such insurance provides materially the same level of coverage, both for Grantee and the City, as otherwise required herein.
4. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Consent, Grantee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to the Work, the Structure, or any operations under this Consent (including notice to Commercial General Liability insurance carriers for events relating to Grantee's own employees) no later than 20 days after such event or sooner, if required by the insurance policy. Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as Additional Insured as well as the Named Insured." Such notice shall also contain the following information to the extent known: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. Grantee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If Grantee fails to comply with the requirements of this paragraph, Grantee shall indemnify the City, together with its officials and employees, for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees
5. In the event Grantee receives notice, from an insurance company or other person, that any insurance policy required under this Consent shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, Grantee shall immediately forward a copy of such notice to the Commissioner. Notwithstanding the foregoing, Grantee shall ensure that there is no interruption in any of the insurance coverage required hereunder.
6. The insurance coverage required herein shall not relieve Grantee of any liability under this Consent, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Consent or the law.

7. Grantee waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under section B of this insurance rider (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of Grantee and/or its employees, agents, or servants of its contractors or subcontractors.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, New York Natural Heritage Program
625 Broadway, Fifth Floor, Albany, NY 12233-4757
P: (518) 402-8935 | F: (518) 402-8925
www.dec.ny.gov

August 21, 2023

Sarah Parks

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.
300 Kimball Drive, Fourth Floor
Parsippany, NJ 07054

Re: Astoria Rainey Cable Project -- Segment 23
County: Queens Town/City: City Of New York

Dear Sarah Parks:

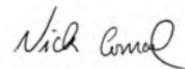
In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to the above project.

The project alignment crosses areas where nesting **Peregrine Falcon** (*Falco peregrinus*, state-listed as Endangered) have been documented. For information about any permit considerations for your project, please contact the Permits staff at the NYSDEC Region 2 Office, Division of Environmental Permits, at dep.r2@dec.ny.gov.

For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other resources may be required to fully assess impacts on biological resources.

For information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the Permits staff at the NYSDEC Region 2 Office as described above.

Sincerely,



Nicholas Conrad
Information Resources Coordinator
New York Natural Heritage Program

567



**Parks, Recreation,
and Historic Preservation**

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

April 22, 2020

Mr. Andrew Davis
NYS Department of Public Service
#3 Empire State Plaza
Albany, NY 12223

Re: CORPS PERMITS
Champlain Hudson Power Express/TDI/Underwater HVdc Transmission Line
Borough of Queens, New York City
09PR03910

Dear Mr. Davis:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the April 20, 2020 *Revised Phase IA Archaeological Assessment of the Champlain-Hudson Astoria Converter Station and Astoria Preferred Alternative Route*, prepared by TRC, in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources.

Based on this review, the SHPO has no further comments on this report and concurs that archaeological testing is not warranted. Archaeological testing is not warranted for the Converter Station and Deviation because this area was originally tidal and infilled after 1898. Testing is not recommended for the Astoria route because of the limited trench width (4 ft) and the significant amount of fill and disturbance present along this route.

If you have any questions, I can be reached at nancy.herter@parks.ny.gov.

Sincerely,

Nancy Herter
Archaeology Unit Program Coordinator