



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**May 2, 2022
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Presentation on the 2022 Dutchess County Housing Needs Assessment](#)

Public Comment

[Notice of Meeting Location - May 2, 2022](#)

Public Hearings

[Public Hearing for a Proposed Local Law to Amend Chapter 5, Section 20 of the Code of the City of Beacon to Amend the City's Ward Boundaries](#)

Reports: Mayor, City Council, and City Administrator

- [1. Proclamation of May as Mental Health Awareness Month](#)

Local Laws and Resolutions

- [1. Resolution No. 67 - Authorizing the City Administrator to Execute an Agreement with eMaint Enterprises, LLC for Computerized Maintenance Management System Services](#)
- [2. Resolution No. 68 - Authorizing the City Administrator to Execute an Agreement with Mitchell Associates Architects, PLLC for Architectural Design Services for Tompkins Hose Firehouse](#)

Approval of Minutes

- [1. Approval of Minutes - April 18, 2022](#)

2nd Opportunity for Public Comments

Adjournment

City of Beacon City Council Agenda
05/02/2022

Title:

Presentation on the 2022 Dutchess County Housing Needs Assessment

ATTACHMENTS

[2022 Dutchess County Housing Needs Assessment](#)

[2022 Dutchess County Housing Needs Assessment Presentation](#)

DUTCHESS COUNTY

Housing Needs Assessment

March 2022



Prepared by



czbLLC

Acknowledgements

PROJECT STEERING COMMITTEE

Alan Bell

Supervisor, Town of LaGrange

Betsy Brockway

Commissioner (retired), Dutchess County Department of Services for Aging, Veterans and Youth

Rick Cerino

Mayor, Village of Wappingers Falls

Darrah Cloud, *Founding Member, Tri-Town Coalition, and former Supervisor, Town of Pine Plains*

David DeVito

Vice President, Commercial Real Estate Finance, M&T Bank

Mark Doyle

Vice Chair, Dutchess County IDA Board, and General Manager, Fishkill Farms

Yvonne Flowers

Councilmember, City of Poughkeepsie

Joseph Kirchhoff

Principal and CEO, Kirchhoff Companies

Monica LaClair

Assistant Superintendent for Business, Pine Plains Central School District

Mary Linge

Director of Real Estate Development, Hudson River Housing

Wren Longno

Councilmember, City of Beacon

Nicholas Mauro

Manager of Recruitment & Workforce Development, Marist College

Robert McKeon

Supervisor, Town of Red Hook

Brian Mossey

Licensed Real Estate Salesperson, Berkshire Hathaway

Cecilia Stancell

Director of Programs, Dyson Foundation

Richard Yeno (Katie Palmer-House)

Supervisor (Town Clerk), Town of Dover

STAFF, DUTCHESS COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

Eoin Wrafter

Commissioner

Anne Saylor

Deputy Commissioner for Housing

Jennifer Cocozza

Deputy Commissioner

Heather LaVarnway, CNU-A

Senior Planner – Project Coordinator

Dylan Tuttle

Planner



Prepared for Dutchess County



Prepared by czbLLC

Table of Contents

4 Executive Summary

8 Introduction

12

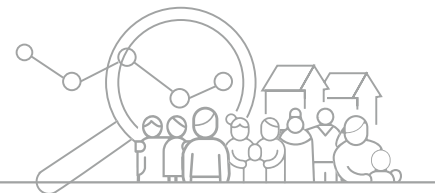
PART 1



**Market Conditions
and Affordability**

32

PART 2



Housing Needs Tomorrow

44

PART 3



A Strategy for Action

54 Appendix



Executive Summary

The broad contours of today's housing needs in Dutchess County are familiar. In fact, **they echo the needs pinpointed in previous decades by previous studies in remarkable ways.**



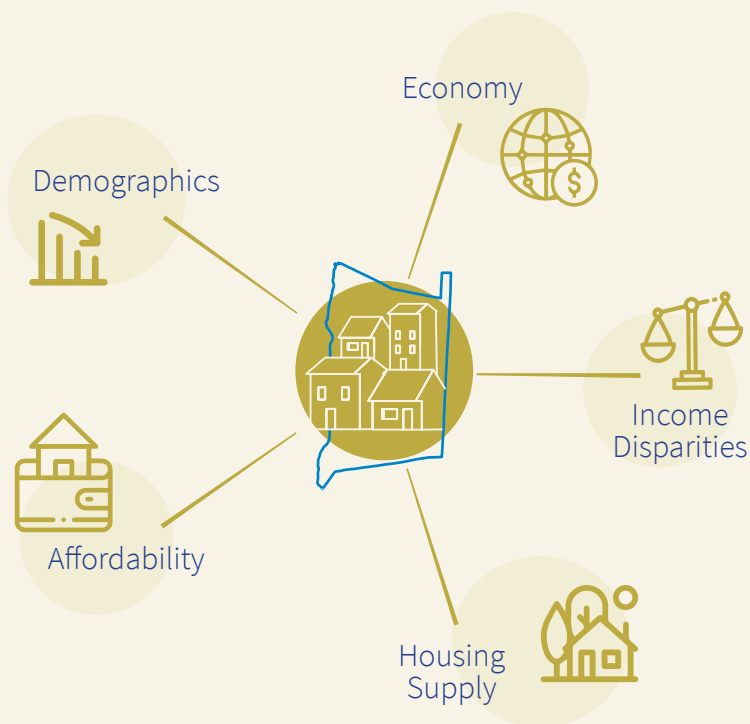
What is different in 2022 is that a confluence of circumstances have created rising levels of need for an expanding range of households, including many that had no trouble affording good housing until recently—especially those earning \$35,000 to \$50,000.

These rising levels of need, amplified by market tumult during the pandemic, have turned more attention to housing policy at all

levels of government—including the county and municipal levels. The Dutchess County Housing Needs Assessment describes the trends that influence rising levels of need throughout the county, defines clear goals for additional housing interventions, and recommends a strategic framework driven by local resources and an adaptable toolkit of policies and programs.

A Series of Long-Simmering Trends

Many factors influence housing needs and are explored in the Housing Needs Assessment. They reveal several trends that contribute to the housing market experienced by households today. And most are likely to persist—providing direction to future housing goals and policy considerations.



Slow growth and a changing population

Population and employment growth have slowed in recent decades, but shrinking household sizes have meant growth in the total number of households. Over the next 20 years, the number of net new households is likely to be small, but the composition will be different—including a much larger share of households over age 65.

A bigger role for large housing complexes

Roughly 15,000 housing units have been added to the county's inventory in the past 20 years and represent 13.5% of current units. While most new units have been single-family homes, the number of units in complexes with 20 or more apartments has grown by nearly 50% since 2000.

Home values and rents have been rising; vacancies are low

Since the fallout of the Great Recession, home values and rents have been rising in the county, especially since 2016. Low inventory and low vacancy rates have played a significant role, including vacancies at larger apartment complexes dipping below 1% in 2020 and 2021.

Incomes have lagged behind costs for renters

The value of owner-occupied homes and gross rents in the county have outpaced inflation since 2000, as have the incomes of homeownership households. But the incomes of renters in the county have lagged behind inflation.

Significant increases in cost-burdened households

Lagging renter incomes have meant a substantial rise in the share of renters that spend more than 30% of their monthly incomes on housing—52% of renters are now in that position. Renter households earning \$35,000 to \$50,000 have experienced the sharpest change, with 71% now cost-burdened compared to just 10% in 2000.

Growth of higher-income households has exerted pressure on the market

Growth in households with high incomes has been a noteworthy trend of the past 20 years. Housing opportunities that match the spending capacity of those households have not grown as quickly, however, putting those households in competition for the same housing as middle-income households—who also compete with lower-income households who face a dearth of affordably priced housing.

A Clear Goal for Additional Interventions Going Forward



A key takeaway from trend analysis for the Housing Needs Assessment is that affordability challenges in Dutchess County resemble “death by a thousand cuts,” with a range of factors contributing to the cost pressures felt by today’s households. For the most part, these factors are long-term and their impact has matured in recent years. They may have been amplified by COVID-19 and the period of price escalation that preceded it, but they were not caused by those events.

Regardless of the range and complexity of factors that shape the Dutchess County housing market, it is clear that renters earning less than \$50,000 per year should be the focus of additional interventions to improve access to affordable housing. These households are far more likely than others to currently spend more than 30% of their incomes on housing—making them cost burdened—or highly vulnerable to spending that much, or more, in the near future.

To “catch up” on unmet needs for renters making less than \$50,000, it is estimated that 2,155 additional interventions will be needed—interventions that may include new housing units, new protections on existing rental units, vouchers to assist with rent payments, or access to affordable homeownership.

In recognition of the considerable volume of these unmet needs, this Housing Needs Assessment recommends an annual, incremental catch up goal of 108 additional interventions per year for the next two decades.

**Total
Catch Up**
2,155
interventions
to resolve
existing cost
burdens



**Incremental
Catch Up**
108
interventions
**PER
YEAR**

going forward to
address existing and
future housing needs



A Strategy for Action



“Fair Share” approach to new interventions in Dutchess County

Making progress towards the goal of 2,155 additional interventions requires both a regional strategy for Dutchess County and an approach to allocating those interventions across the county in a manner that reflects local housing needs—and the fact that local jurisdictions will play a primary role in meeting their needs.

The Housing Needs Assessment proposes a “fair share” approach to meeting those unmet needs—allocating a share to each jurisdiction based on its share of current households in the county, its share of county households earning under \$50,000, and its share of county jobs.



Diverse tools supported by a predictable infusion of local resources

A **Dutchess County Housing Trust Fund is recommended to support a diverse toolkit** that can be adapted to meet the needs and conditions of jurisdictions across the county.

This toolkit may include:



Local site identification and land use updates for new construction



Rehabilitation program for existing rentals



Local inclusionary policies



Subsidies for inclusive units in new, mixed-income developments



Subordinate mortgages to support affordable homeownership



Tax exemption policies



More housing vouchers

Introduction

Dutchess County's housing affordability challenges are not new, but current circumstances create fresh urgency to address decades-long conditions.



As the old saying goes, there's very little new under the sun. In 1988, Dutchess County's Planning staff provided a report to the County Legislature regarding the need for more affordable housing by the year 2000. Many of its key passages will sound as relevant at the time of this writing in early 2022 as they did more than 30 years ago. From the 1988 report:

To some extent, recent spurts of residential construction are a response to a "pent-up demand" in the housing market; that is, a need for units which outstripped the supply. This is easily demonstrated by the low vacancy rate in the rental market here (2.8% in 1987).

This "pent-up demand" resulted, for a time, in a "seller's market", where buyers/renters competed to find a suitable unit; and producers were guaranteed a comfortable return on homogeneous, upper-end housing. Left out of the picture, to a large extent, were lower and moderate-income consumers seeking an inexpensive rental or low-cost, first-time homebuyer unit. These consumers encountered a market place in which they often had to search far and wide for suitable shelter.

.....there is a growing disparity (or price/income gap) between housing costs and median income. At one time, the average income household was better able to afford the average priced home. For example, in 1960, the median value of a housing unit was \$14,900 or 2.3-times median household income. In 1970, this ratio dropped to 2.1, returning to 2.3 in 1980. In 1988, however, the average cost of a house was approximately 3.6 times median household income...

Recent trends, in the broad strokes, do not suggest much more of an affordability problem than existed in 1988. In the current era, rental vacancy rates have been under 3% since 2013, according to data maintained by Dutchess County. In fact, according to county data dating back to 1980, low rental vacancy rates in larger multi-family properties are the rule, not the exception. Today's home value to income ratios are actually lower than those reported in 1988: the median ratio in 2019 was 3.3 and the average ratio was 2.8 (and historically low interest rates make today's ratios even more affordable for homeowners compared to those of the late '80s).

The culprits for affordability problems in 1988 may also sound familiar to readers of this report in 2022:

This “pent-up demand” has occurred for several reasons:

Household formation patterns: Smaller households, a bulge in the number of older people living independently for longer periods of time, and patterns of divorce and family dispersion in the last decade have all increased the number of units needed proportionate to population growth.

Lengthy project approval times: Increased development activity and regulatory constraints have lengthened the time period from “conception to construction”, constricting the capacity for supply to catch up with the demand.

Limited variety of supply: Units built in Dutchess County since 1980 have been targeted primarily toward a limited segment of the potential housing consumer—specifically the upper middle income and above homebuyer, except for a few notable exceptions generated by not-for-profit organizations, et al.

Small household sizes and the aging of county residents continue to be demand-side factors today, and difficult development processes and limited product and price offerings impact the new housing supply. So, is anything different today? If so, what?

Long-Run Trends and Resulting Fall Out

What would have been difficult to forecast in 1988, or even in 2000, was how different kinds of households would benefit, or not, from future social, economic, and housing trends that did not originate in the county but would have important on-the-ground impacts. For example, labor markets increasingly rewarded soft skills and formal education, and those who had them reaped the financial rewards. Those households with two workers in possession of those in-demand traits benefited doubly. By contrast, in most cases, low-wage service workers did not experience much in the way of pay increases, and single-earner households in those lines of work experienced the greatest financial struggles.

It was not necessarily foreseeable that the national housing production industry would overbuild in the years before 2008, that credit would be overextended, that the housing market would crash, and that the housing industry, including both

those who build and those who finance, would correct itself by building and financing much more conservatively once the economy began to recover following the Great Recession.

What was foreseeable, and to some extent what has come to pass, is that the provision of housing in a market economy has a cost—a cost that can be translated into a home purchase price or a monthly rent—and so long as there are households with insufficient income to pay what housing costs in the local market, affordability challenges will result. So long as Dutchess County continued to have a substantial number of households with low incomes, housing need would persist.

Today, it is clear in the data that Dutchess County’s housing market is driven by well-educated, well-compensated, usually married, usually older, usually homeowner households. It is their demand that sets the terms of the housing market. It is also clear that housing affordability challenges have been growing for those who have always struggled—the county’s lowest-income households—and more recently for those who historically have not had to struggle—the county’s moderate income households. Furthermore, it is clear that these trends were well established by 2019.

COVID-19 and 2020-2022 Economic Conditions

What is also new, but less empirically supported at this time— not because it is necessarily false, but because there is little reliable data—is the idea that “COVID refugees” are moving into Dutchess County, particularly from New York City, and bidding up the cost of existing housing. Rental vacancy rates have been low for some time, and sales data show that although home prices did experience an anomalous increase from 2019 to 2020, they were already on the rise in 2017.

A variety of new factors came into play at or around the same time as COVID, including but not limited to: historically low inventory of homes to purchase, general increase in demand for single-family homes, and specific increase in Millennial household formation. While an influx of new residents may yet prove to be a real phenomenon, it is, as of this writing, only an anecdotal one that will take time to assess. It will also take time to fully understand the impact of the eviction moratorium and other temporary or more permanent policy changes that occurred in the midst of COVID.

Whatever has been going on in the Dutchess housing market in recent decades, the reality in 2022 is that thousands of households struggle to afford their housing costs. This report is an important step in the county’s ongoing efforts to understand and address its housing affordability challenges.

Reading this Report

This report endeavors to guide Dutchess County policymakers—county, town, and village officials—and practitioners—professional government staff and housing providers—in defining and pursuing achievable housing goals. It includes three sections that connect existing trends, potential future trends, and the path forward.



PART 1 **Market** **Conditions and** **Affordability**

Part 1 provides an overview of the demographic, economic, and housing trends of recent years that combine to shape current conditions and affordability. It concludes by defining a “catch up” number of interventions that would be needed to address a prioritized housing need.



PART 2

Housing Needs Tomorrow

Part 2 summarizes three scenarios that are used to understand potential housing needs over the next two decades—all through the lens of six fundamental household types in Dutchess County. All three scenarios are rooted to population projections that foresee a rapid aging of the population, which will have a significant impact on the county's household profile. Overall, low growth and a continuation of recent household income trends are expected to maintain housing market dynamics into the future.



PART 3

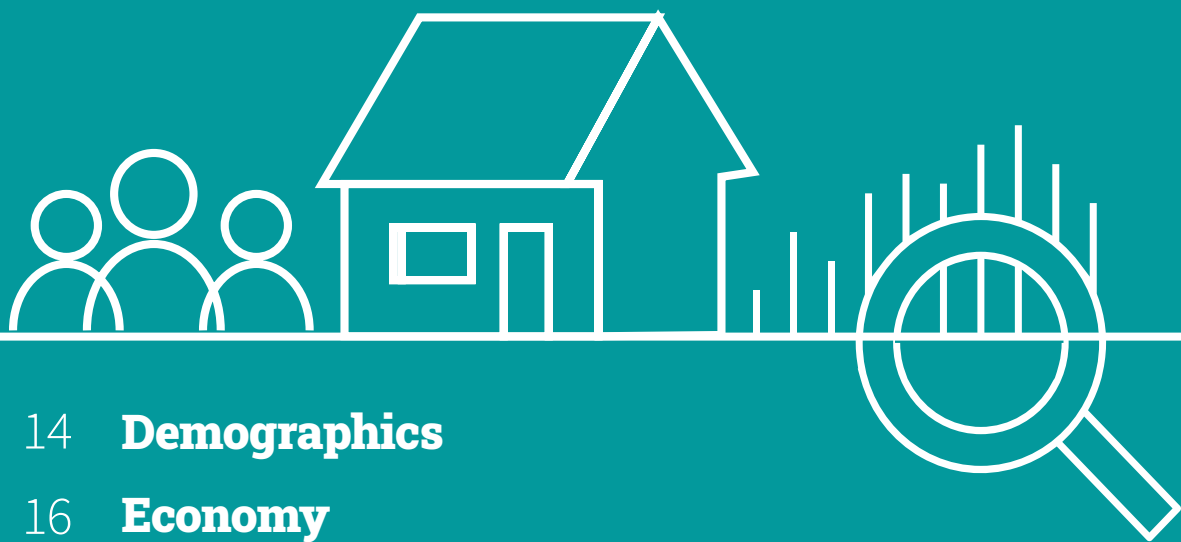
A Strategy for Action

Part 3 lays out a framework for moving beyond the study of housing needs and towards concerted local action with local resources. It recommends a goal for additive interventions annually, the establishment of a county housing fund, the development of a toolkit for deploying local resources, and a simple set of principles for guiding the use of federal and state resources.

PART 1

Market Conditions and Affordability

It is beyond dispute that many households struggle to afford housing in Dutchess County. The data, analysis, and discussion in the following pages illustrates this point as clearly as possible. What is not as simple to explain is why the gaps between housing costs and local households' ability to pay them exist, and seem to be growing. This section provides a brief—not exhaustive—overview of basic demographic, economic, and housing trends, a description of the county's affordability challenges using the latest comprehensive data, and some possible insights into what has been happening with Dutchess County households that allows some to live comfortably in a more expensive housing market while others struggle.



14 **Demographics**

16 **Economy**

18 **Housing**

20 **Affordability**

24 **Income Disparities**

26 **How Different Areas of the County Compare**

30 **Key Takeaways**



Demographics

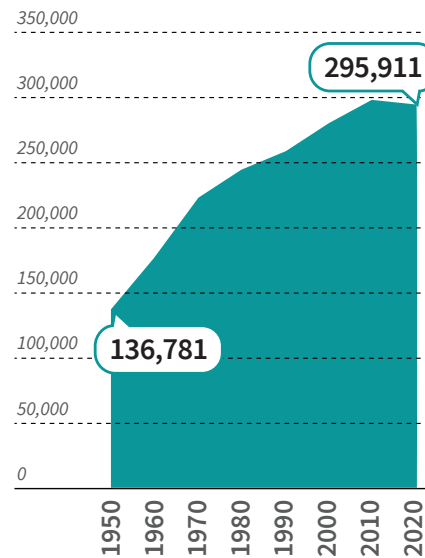
Dutchess County’s demographic trends paint a picture of a population that is aging and no longer growing.

Rapid Mid-20th Century Growth and 21st Century Slowdown

Dutchess County grew relatively quickly in the middle of the 20th Century, slowed somewhat after 1970, and then effectively stopped growing after 2010. (Officially, as of the time of this report, the 2020 Census reports a loss of 1,577 residents between 2010 and 2020. Dutchess County has identified some COVID-related issues with how some of the group quarters were counted and a formal correction will be sought from the U.S. Census Bureau.)

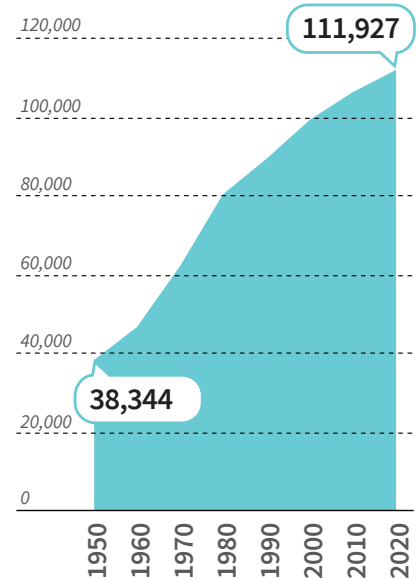
Household growth, however, continued unabated through 2020. Households continued to increase despite population slowdown because, on average, each household has fewer people living in it. Decreasing household sizes have been a trend in Dutchess County since at least 1950, when the average household size was 3.97.

Population, 1950-2020



Source: U.S. Census

Households, 1950-2020



Source: U.S. Census

Number of Households and Household Size

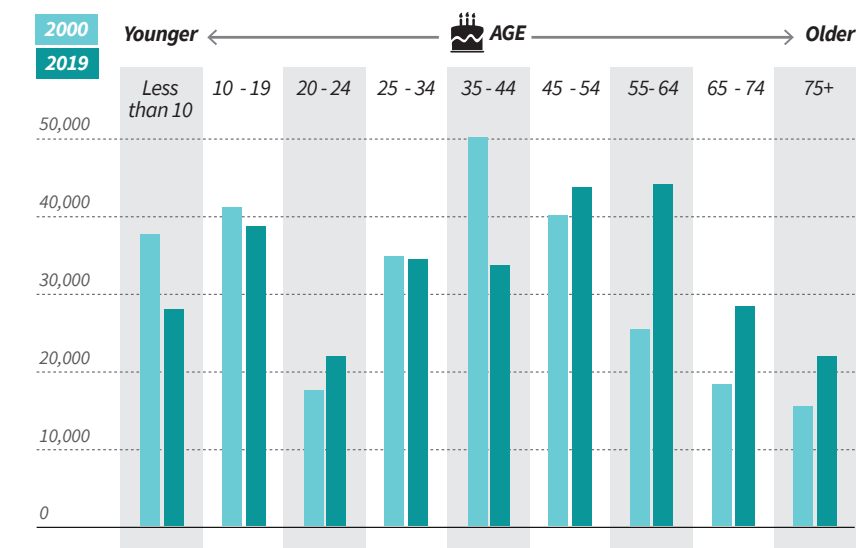
2000	2010	2020
99,536	106,952	111,927

Household Size

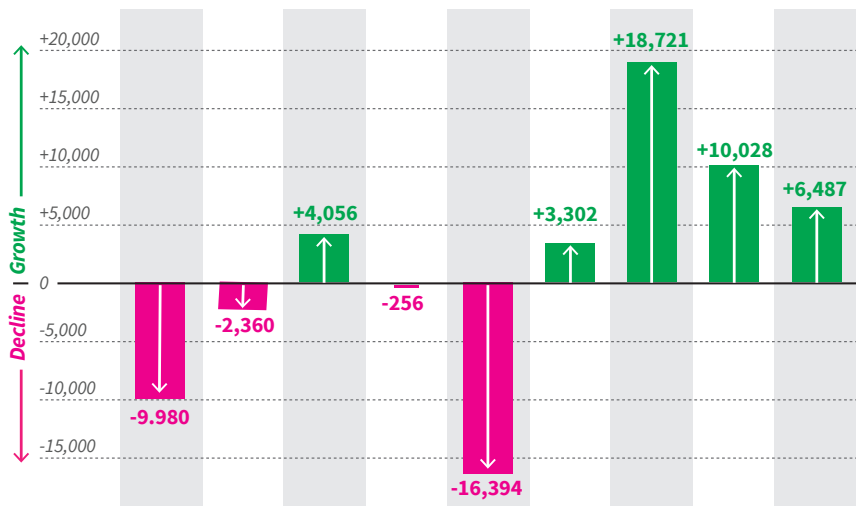
		
2.63	2.57	2.42

Source: U.S. Census

Population by Age, 2000 and 2019



Population Change by Age, 2000 and 2019



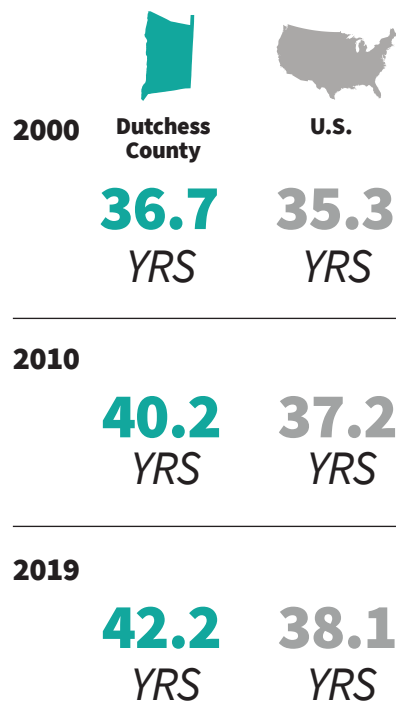
Source: 2000 Census and 2015-2019 ACS Five Year Estimates

Aging Population

Since 2000, a key trend in Dutchess County has been the aging of its population. The number of children has declined while the age groups 55 and older have grown substantially.

In 2000, Dutchess County's median age was only one year greater than that of the U.S. **By 2019, the median aged Dutchess County resident was four years older than the median aged American.**

Median Age



Source: 2000 and 2010 Decennial Census, 2015-2019 ACS Five Year Estimates

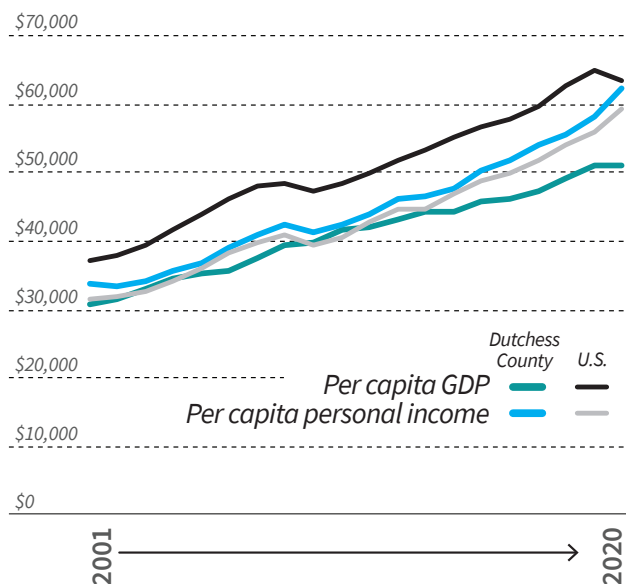


Economy

The strongest trends in Dutchess County's economy this century are its relatively slow employment growth compared to the nation, and the decline of manufacturing employment.

Steady Economic and Income Growth

Per Capita GDP and Personal Income, 2001-2020



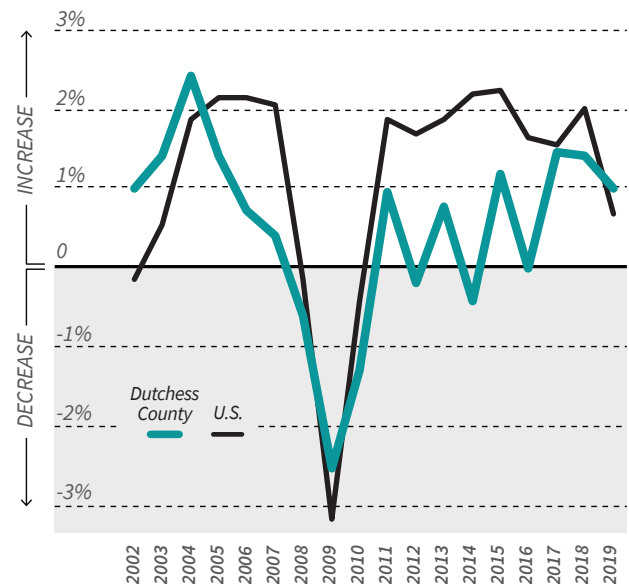
Source: Bureau of Economic Analysis

Per capita gross domestic product (GDP) measures the amount of economic activity in the county and averages that value across all county residents. Between 2001 and 2020, annual growth in per capita GDP in Dutchess County averaged 2.7% versus 2.9% nationally.

Per capita personal income, which is the total amount of income each year averaged across all county residents, grew at an average rate of 3.3% versus 3.4% nationally.

Employment Growth Lagging the Nation

Annual Percentage Change from Previous Year in Total Non-Farm Employment, 2002-2019

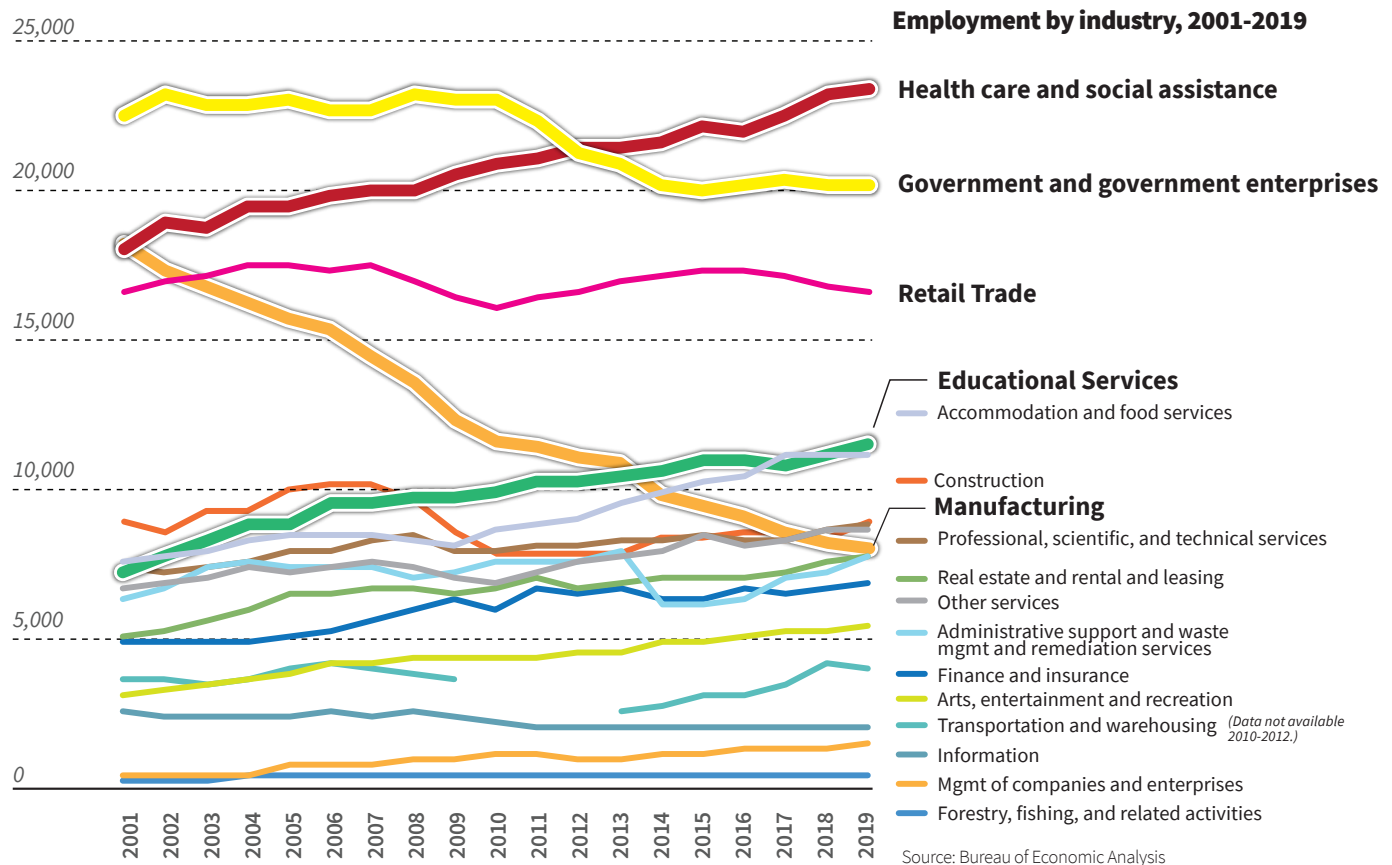


Source: Bureau of Economic Analysis

Employment in Dutchess County rose and fell in a pattern similar to national conditions between 2001 and 2019. **But overall employment growth during that time was 9.3% in the county and 22.5% in the U.S.** Between 2005 and 2018, annual employment growth was consistently higher in the U.S. than in Dutchess County.

Gradual Employment Shifts, Except in Manufacturing

There were few dramatic changes in employment in any specific industries between 2001 and 2019. Some notable growth occurred in Health Care and Social Assistance and in Educational Services (“Eds and Meds”) with a combined increase of over 9,000 workers. Government employment decreased by just over 2,300. Manufacturing employment fell substantially however, with a loss of over 10,000; this represents a loss of 55.4% compared to a loss of 24.3% in the U.S. over the same time period.





Housing

Dutchess County is a housing market that has been and continues to be focused on ownership housing. But large-scale multifamily development is the fastest growing housing type, with developers responding to rental demand that can be seen in low rental vacancy rates.

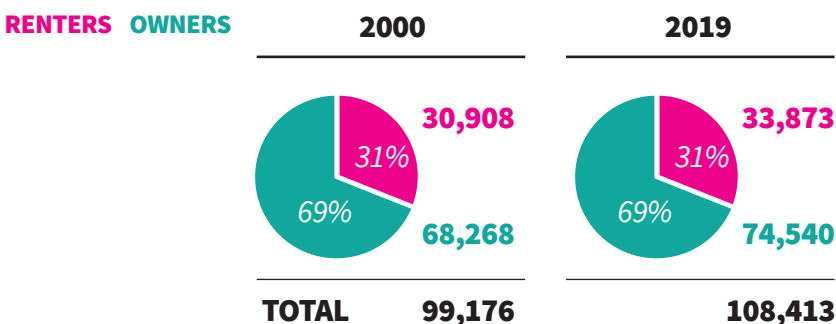
Housing Supply Dominated by Ownership of Single-Family Homes

In recent decades, Dutchess County has clearly been a place where ownership of a single-family house is the dominant housing arrangement. In 2000 and in 2019, nearly 70% of households owned their homes instead of renting, and nearly 70% of all housing units were single-family houses (either detached or attached). Over the same period of time, the U.S. proportion of owners declined from 66% to 64% while its proportion of single-family homes increased from 66% to 67%.

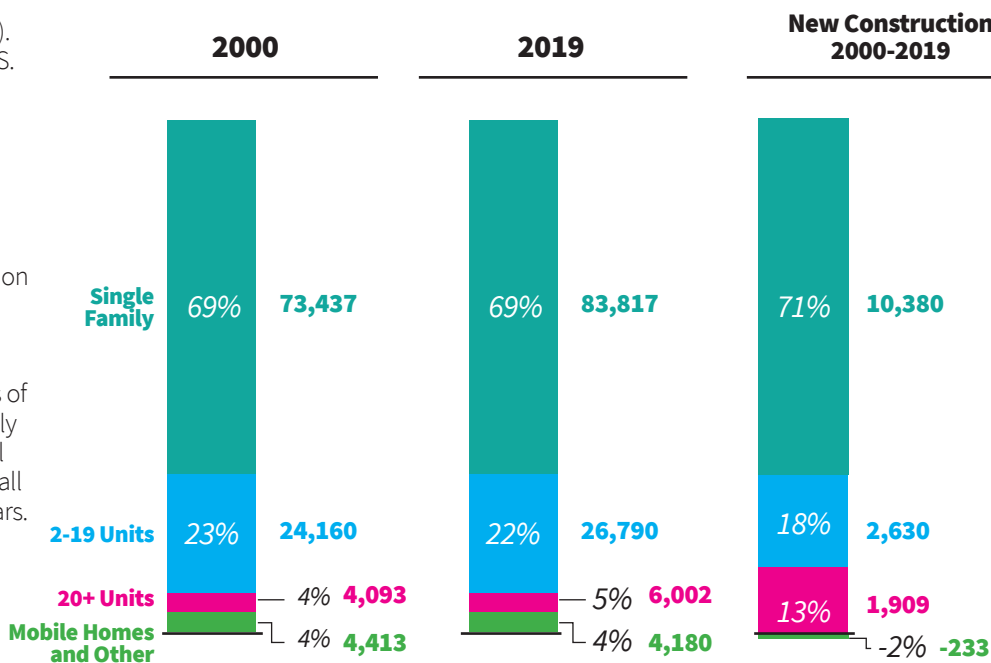
New units added to the inventory during this period were also heavily tilted toward single-family construction in the same proportion. A notable trend for those units that were not single-family houses was the prevalence of new units in structures of 20 units or more. Such units were only 3.9% of all units in 2000 and 5% of all units in 2019, but comprised 13% of all new units built in the intervening years.

Source: czb analysis of data from 2000 Census and 2015-2019 ACS Five Year Estimates

Tenure of Households, 2000 and 2019



Number of Units by Units in Structure, 2000 and 2019



Values and Rents Rising

Median owner-occupied home values increased by 87% between 2000 and 2019. Of course, that increase was not in a straight line, as prices more than doubled from 2000 to 2010 before falling during the recession.

Since at least 2012, sale prices of single-family homes have not only been stable but have begun to rise. A clear upward trend in the median sale price began in 2017, culminating in a gain in 2020 of almost 12% over the previous year.

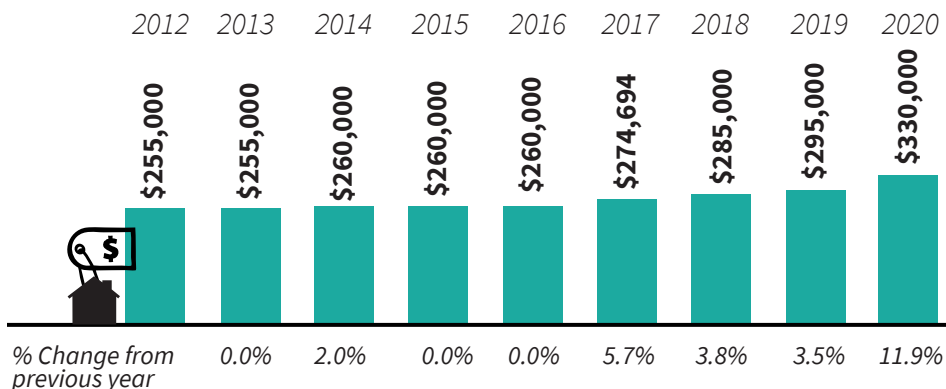
Rents have also been rising since 2000, with the county's median rent experiencing an increase of 73%. In recent years, rental vacancy has also been declining according to an annual rental housing survey administered by Dutchess County. The survey, which reports results only from owners or managers of properties of at least 20 units who chose to respond, reports vacancy at or below 3% each year since 2013 and below 2% each year since 2018. A market is considered to be healthy with 5% vacancy so these rates suggests a tightness in the rental supply that would support rising rents and construction of new rental units.

Median Value of Owner Occupied Units

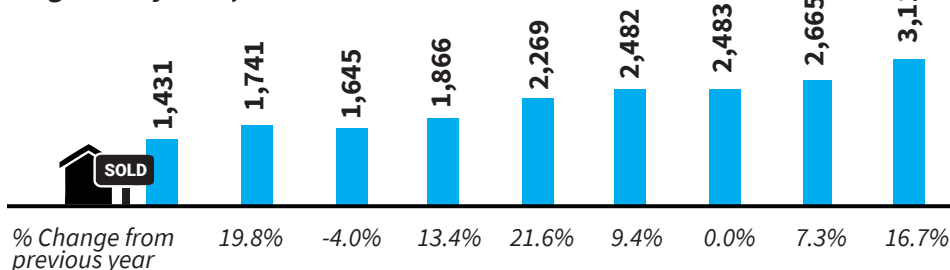
2000	2010	2019
\$150,800	\$323,300	\$282,200

Source: 2000 Census, 2006-2010 and 2015-2019 ACS Five Year Estimates

Median Sale Price, 2012-2020



Single Family Sales, 2012-2020



Source: NYS Sales Web

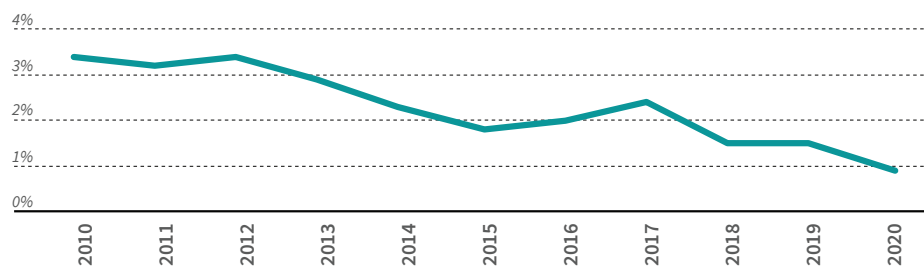
Median Gross Rent



2000	2010	2019
\$707	\$1,038	\$1,220

Source: 2000 Census, 2006-2010 and 2015-2019 ACS Five Year Estimates

Self-Reported Vacancy Rates in Properties with 20 Units or More



Source: Dutchess County Department of Planning and Development

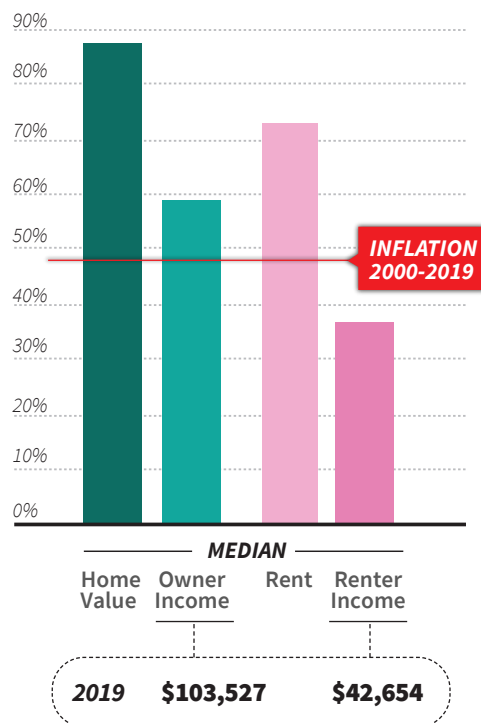


Affordability

The terms of Dutchess County's market are largely set by high-income homeowners who have few if any affordability challenges. Other households struggle to keep up.

Incomes Lagging Behind Housing Costs, Especially for Renters

Percent Change in Median Home Value, Median Gross Rent, and Median Incomes by Tenure, 2000-2019

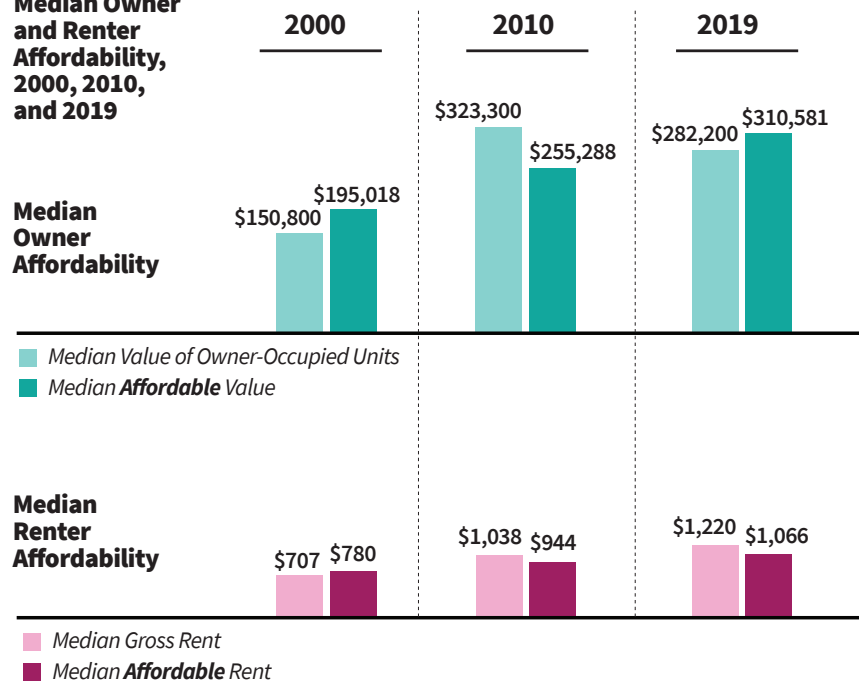


Owner incomes may not have matched the increase in home values between 2000 and 2019, but they did exceed the rate of inflation. This was not true for renter incomes. In both cases, housing costs grew faster than incomes.

Source: czb analysis of data from 2000 Census and 2015-2019 ACS Five Year Estimates

Owners' High Incomes Going Far While Renter Incomes Struggle to Keep Up

Median Owner and Renter Affordability, 2000, 2010, and 2019



Despite the median home value growing faster than the median owner income after 2000, the median homeowner could still afford the median home in Dutchess County in 2019. In fact the median owner could afford more. (It is assumed that an owner can afford a unit valued at three times annual income.) At the median, county homeowners had no affordability problem in 2000 and, despite a run up in values in the late 2000s, continued high homeowner incomes and cooling home values meant a return to affordability by 2019.

As the median gross rent rose at twice the rate of the median renter income after 2000, the median renter could no longer afford the median gross rent. (It is assumed that renters can afford to spend 30% of their income on housing costs each month.)

Source: czb analysis of data from 2000 Census, 2006-2010 and 2015-2019 ACS Five Year Estimates

Too Few Units for the Lowest and Highest Incomes

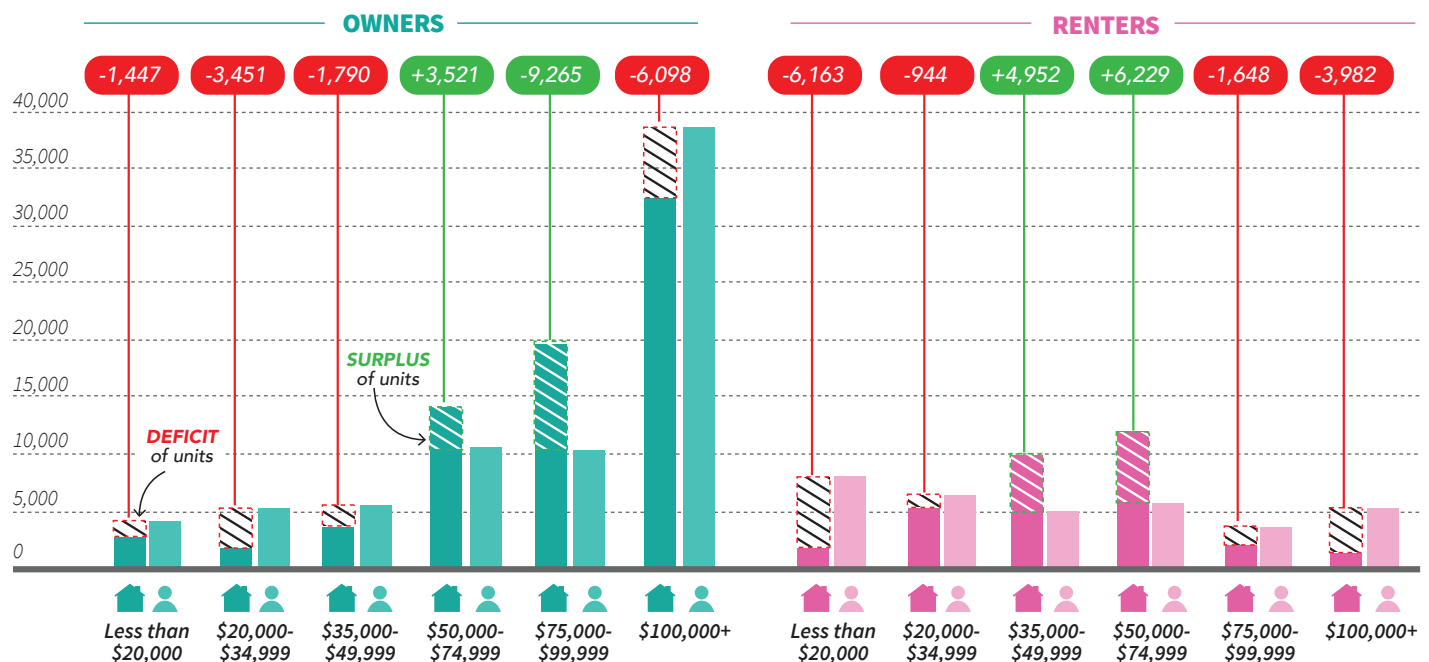
A gap analysis measures the difference between the number of units in a given price range—values for ownership units and monthly gross rent for rental units—and the number of households for whom the price range is affordable. Affordability determinations for ownership are based on a rule of thumb that a household can afford to buy a unit three times their annual income. For rental, it is based on a household spending no more than 30% of its monthly income on gross rent.

Gap Analysis for Owner Households and Renter Households by Income, 2019

UNITS HOUSEHOLDS

DEFICIT OF UNITS

SURPLUS OF UNITS



Gaps for Ownership

The county has a deficit of owner units affordable to households earning less than \$50,000. The gaps represent owners in houses with values that appear to be mismatches for their incomes. Some may be cost burdened, but some may be low-income seniors who have paid off their houses and others simply purchased years ago when the value was lower. These latter groups do not necessarily have an affordability problem.

It also has a deficit of owner units matched to households with incomes at or above \$100,000. In this case, there are not enough units expensive enough to be worth three times the income of these high-income owner households.

There is a surplus of units affordable to the income ranges \$50,000-\$99,999. As a result, lower-income households below \$50,000 and higher-income households at or above \$100,000 are buying and/or living in these units. The greater the demand from the highest-income group, the more pressure there will be on home values to increase over time.

Gaps in Rentals

The county has a deficit of rental units affordable to households earning less than \$35,000.

It also has a deficit of rental units matched to households with incomes at or above \$75,000. In this case, there are not enough units that are expensive enough to take up 30% of the monthly income of these high-income renter households.

There is a surplus of units affordable to the income ranges \$35,000-\$74,999. As a result, many lower-income households are “renting up” into a unit that costs more than they can afford, with a resulting rent burden, while higher-income households are “renting down” into a unit that costs less than 30% of their monthly income and are getting a good deal. The greater the demand from the highest-income group, the more pressure there will be on rents to increase over time.



Housing cost burden, defined as a household spending more than 30% of its income on housing, is another way to examine affordability. The lowest-income households will always spend the greatest percentage of their incomes on housing costs and low-income renters are likely to face the greatest struggles.

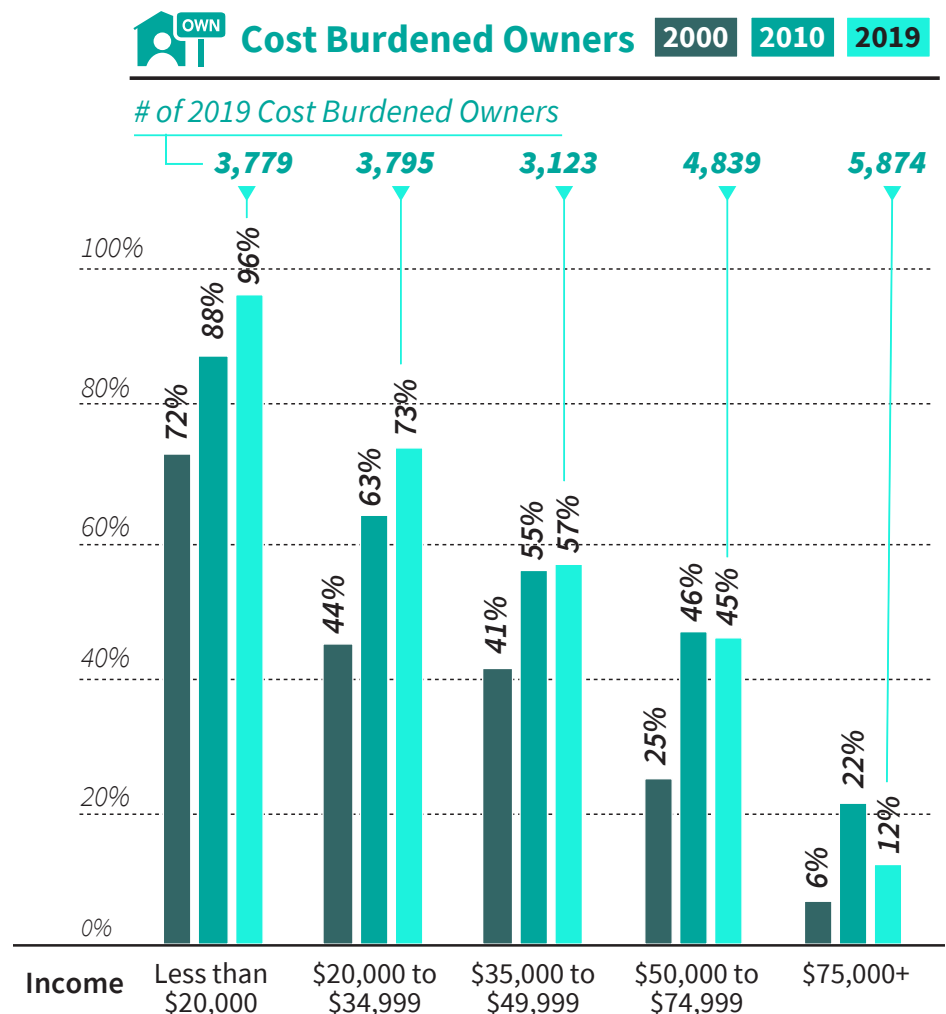
Owners

The majority (72%) of Dutchess County owners did not face a cost burden as of 2019. Of the estimated 21,410 households that did, 50% had incomes under \$50,000, 23% had incomes between \$50,000 and \$74,999, and 27% had incomes of \$75,000 or more. The proportion of owners facing a cost burden has risen in every income category since 2000.

Determining the circumstances of an owner's cost burden is not always easy. Generally speaking, mortgage lenders will not finance a home purchase if the borrower will face a cost burden. To do so is to increase the lenders' risk that the loan will not be repaid. In addition, the costs of ownership are not usually subject to rapid increase.

Once a household already owns a home, however, cost burden can result from a variety of factors that could reduce household income without reducing housing costs, including retirement, health issues, divorce, or job loss. Some housing costs, if they grow faster than a household's income, can contribute to a cost burden. Examples include taxes and utilities.

Housing Cost Burdens, 2000, 2010 and 2019



Source: 2000 Census, 2006-2010 and 2015-2019 ACS Five Year Estimates



Cost Burdened Renters

2000

2010

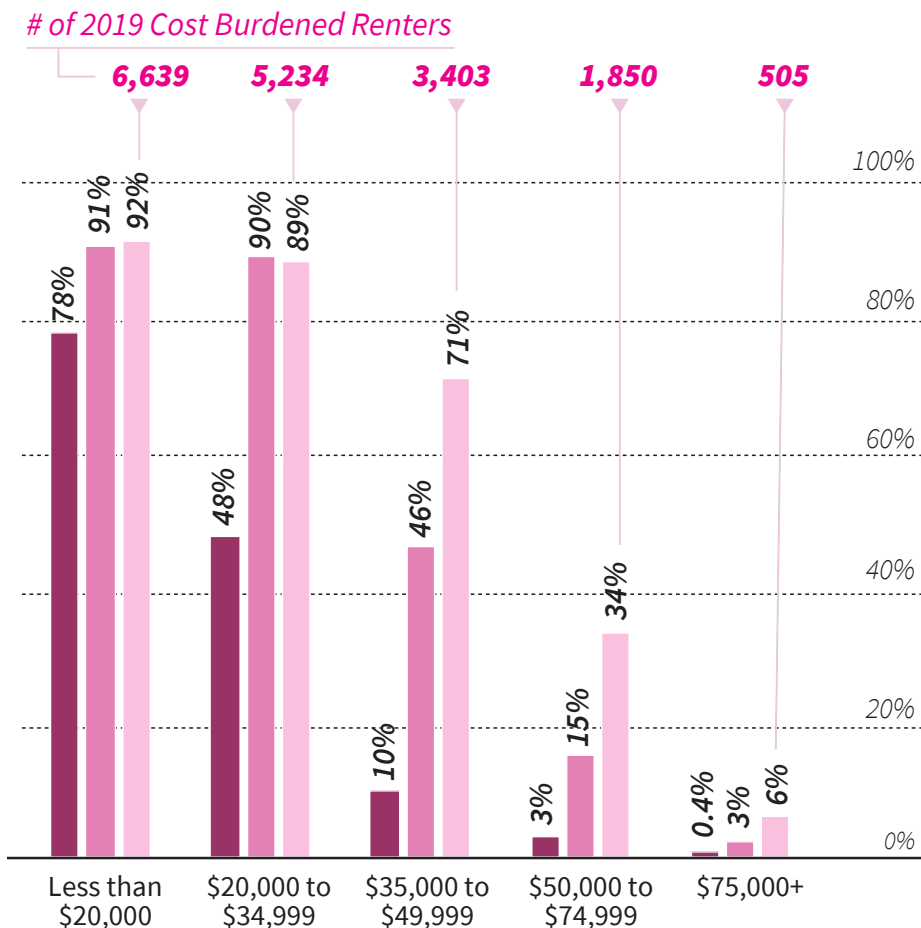
2019

Renters

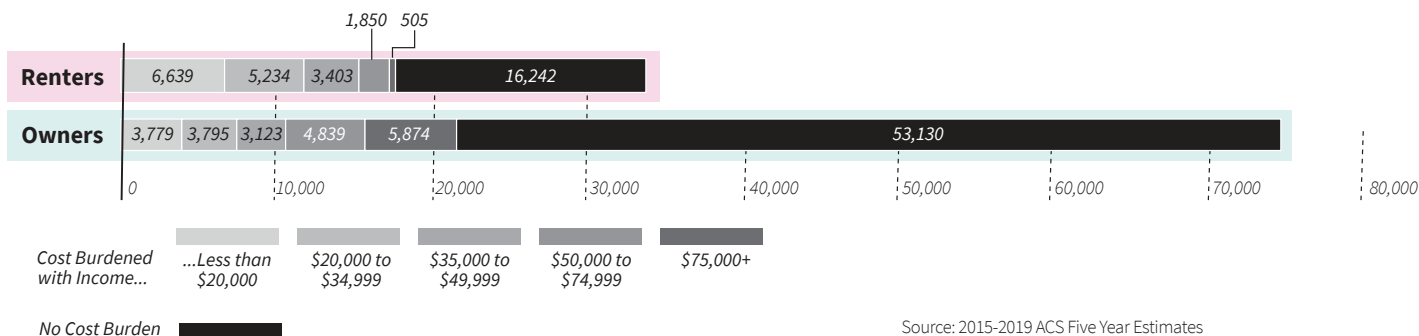
As of 2019, over half (52%) of all Dutchess County renter households faced a cost burden. Of the estimated 17,631 cost burdened renters, 86% of them had incomes under \$50,000. Roughly 90% of all renter households with incomes less than \$35,000 have faced a cost burden since 2010, with high rates of cost burden going back to at least 2000. Renter households with incomes from \$35,000 to \$74,999, although cost burdened in smaller proportions than lower-income renters, have seen steady increases in their rates since 2000 as well. As rents increase, cost burdens impact households at higher and higher incomes.

The reasons for rental cost burdens are easy to understand: rents are not fixed in most cases for more than a single year, and they go up regularly in line with market conditions and rental property owner costs, while incomes do not.

Break even rents for newly constructed market-rate units are usually between \$1,500 and \$2,000 per month and this range is not affordable until annual household income reaches \$60,000. Even older rental units are difficult to maintain for much less than \$1,000 per month, affordable only at an income of \$40,000. It is virtually impossible for the private sector to provide a unit for \$500 per month, which defines affordability for more than 7,000 county renter households with incomes below \$20,000.



Number of Cost Burdened Households by Tenure and Income, 2019



Source: 2015-2019 ACS Five Year Estimates



Income Disparities

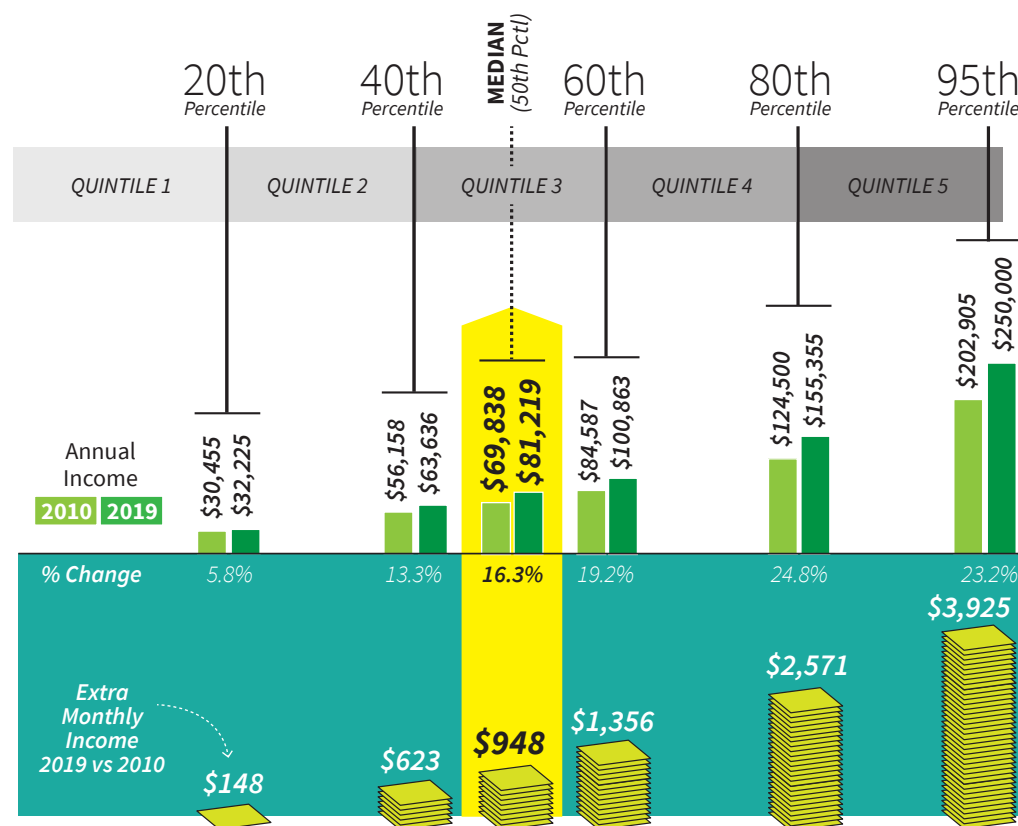
The housing market is working fine for some households but not others. More than half of homeowners have incomes above \$100,000 and enjoy good affordability while lower-income households, particularly renters with variable housing costs, struggle. What are the factors at play that cause such disparities?

Income Gains Flow to the Top

One way to look at the county's income distribution is to break it into five equally sized groupings of households called quintiles. The Census Bureau's American Community Survey reports the annual income at the very top level of each one of the five quintiles for both 2010 and 2019. The top levels of the five quintiles are the 20th, 40th, 60th, 80th, and 95th percentile (the top of the highest quintile is reported as the 95th percentile because the extreme variation in the top 5% makes the data less useful if included). In the middle of the third quintile—the 50th percentile—is the county's median household income.

The relative differences between low, median, and high incomes within this distribution were already stark in 2010, but between 2010 and 2019 the differences increased. The fourth and fifth quintiles saw both the greatest absolute increases and the greatest percentage increases. While all income levels got more money in their pockets each month to spend on housing between 2000 and 2019, the amounts varied. The median household gained \$800 more each month than the household at the 20th percentile gained. The 80th percentile household gained over \$1,600 more than the median household gained. These differences matter because the housing market is a never-ending series of auctions and those with more money to spend will bid up the prices. In recent years, the top half of the market—especially the top 20-25%—has experienced income gains that allow it to bid up housing prices and the bottom half of the market simply cannot compete.

Dutchess County Income Quintiles, 2010 vs 2019



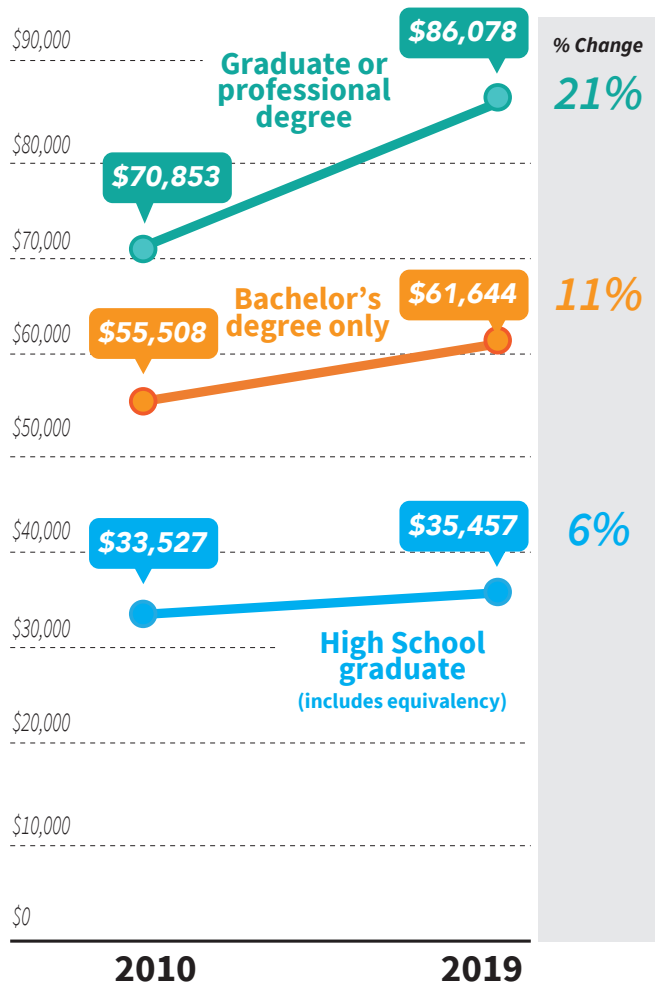
Source: czb analysis of data from 2006-2010 and 2015-2019 ACS Five Year Estimates

Higher Levels of Education Drive Higher Incomes

In the modern economy, “returns to education” have grown. The income benefits due to increased educational attainment are indisputably clear, and data specific to Dutchess County tell the story. Median earnings for college graduates in the county grew at almost twice the rate of those without a degree between 2010 and 2019. Median earnings for those with advanced degrees grew nearly twice as fast as those with only an undergraduate degree and over three times as fast as those with just a high school education.

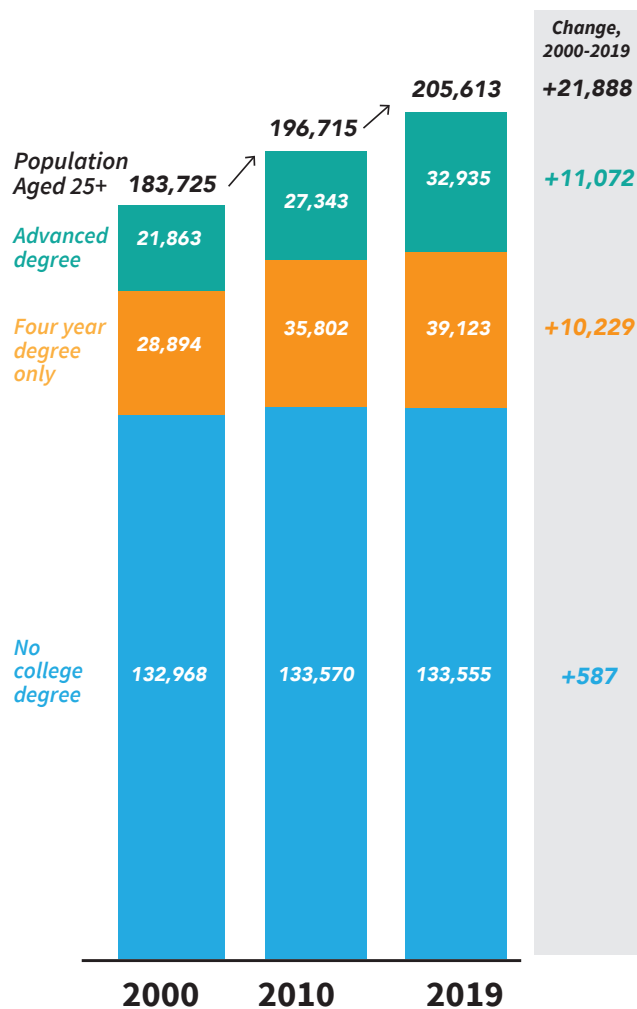
Almost all the increase in the adult population (aged 25 and older) between 2000 and 2019 consisted of college graduates, with more than half holding advanced degrees. This growth in well educated adults helps drive higher incomes and greater purchasing power at the top of the income distribution, putting pressure on housing values and rents and adding to the affordability challenge.

Median Earnings by Educational Attainment, 2010 vs 2019



Source: czb analysis of data from 2006-2010 and 2015-2019 ACS Five Year Estimates

College Degree Attainment, 2000, 2010 and 2019



Source: czb analysis of data from 2000 Census, 2006-2010 and 2015-2019 ACS Five Year Estimates

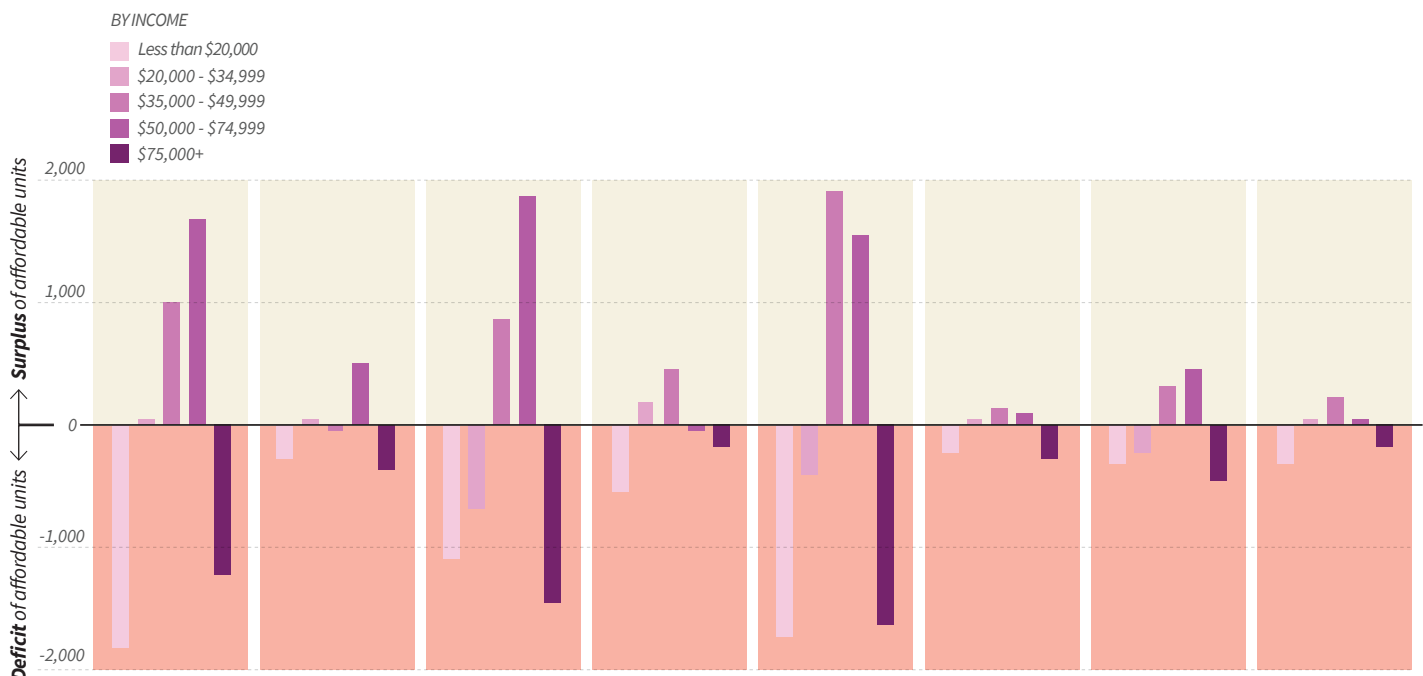
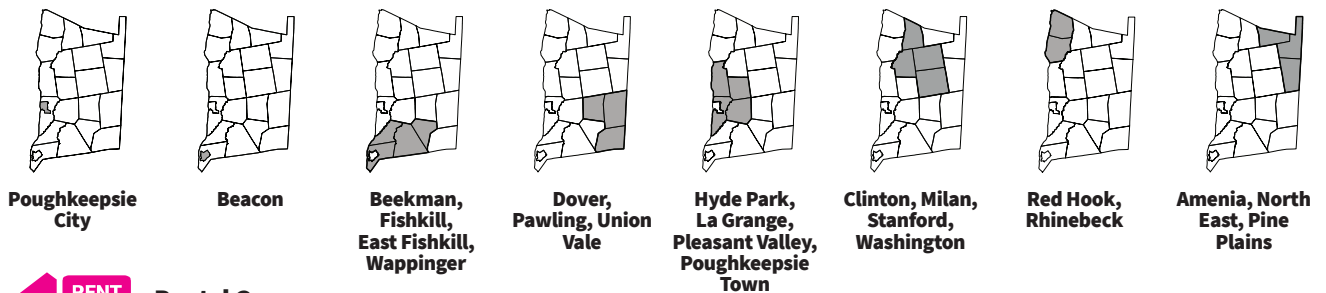


How Different Areas of the County Compare

Rental Sub-Markets



When the county is divided into smaller urban, suburban, and rural sub-markets, it is clear that countywide rental trends were evident everywhere as of 2019. The household income segments most mismatched with existing rental housing supply were under \$20,000 and \$75,000 or more, with the towns surrounding Beacon and Poughkeepsie also displaying shortages for renters with incomes between \$20,000 and \$34,999. Those groups of households instead rent from the excess units affordable to income ranges in between. When this happens, it is a good deal for the higher-income households and results in cost burdens for the lower-income households. It also puts upward pressure on the rents for the “middle” units over time as landlords seek to cater to the higher-income renters.



Source: czb analysis of data from 2015-2019 ACS Five Year Estimates

Rates of cost burden, meaning renters pay more than 30% of their monthly incomes for housing, were high around the county for all incomes under \$50,000, but renters with incomes between \$50,000 and \$74,999 were also cost burdened at fairly high rates in Beacon, the sub-area around Beacon, and the suburban sub-area around the City of Poughkeepsie.



Source: czb analysis of data from 2015-2019 ACS Five Year Estimates

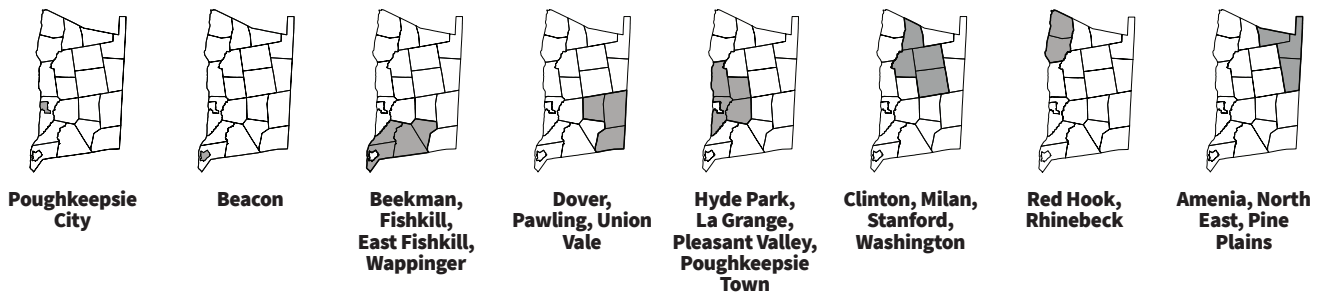


How Different Areas of the County Compare

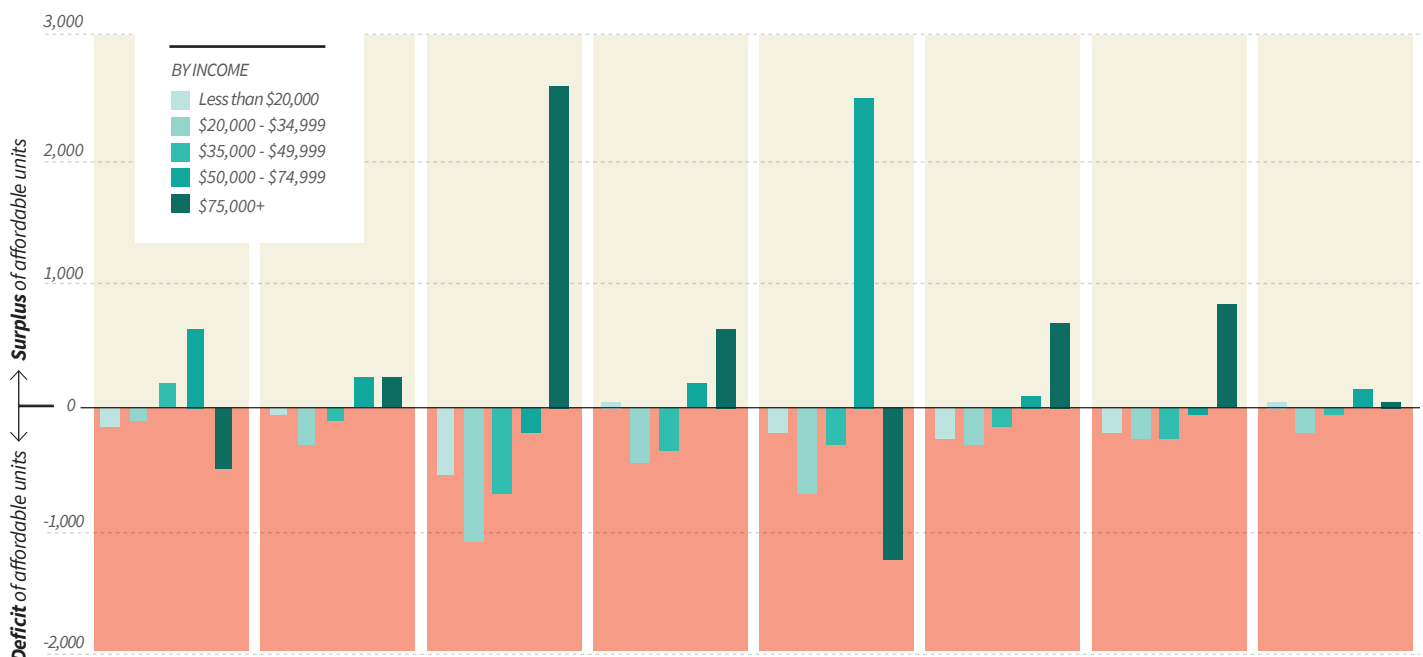
Ownership Sub-Markets



Across specific areas of the county, ownership markets were somewhat better balanced than rental markets in 2019, as determined by a gap analysis, but with a few exceptions. In the suburban and exurban sub-markets of the west, southwest, and southeast parts of the county, there were clear shortages of units with values affordable to incomes below \$50,000. The apparent excess of units affordable to households with incomes at or above \$75,000 in the southeast, southwest, northwest, and north central parts of the county reflects the prevalence of home values at and above \$225,000. As described on page 21, the households in those areas for whom there are not enough units matched to their incomes are living in more expensive units than their incomes indicate they can afford. In the sub-area surrounding the City of Poughkeepsie, units affordable to household incomes between \$50,000 and \$74,999 were oversupplied and those extra units were taken up by households in both higher and lower income ranges.

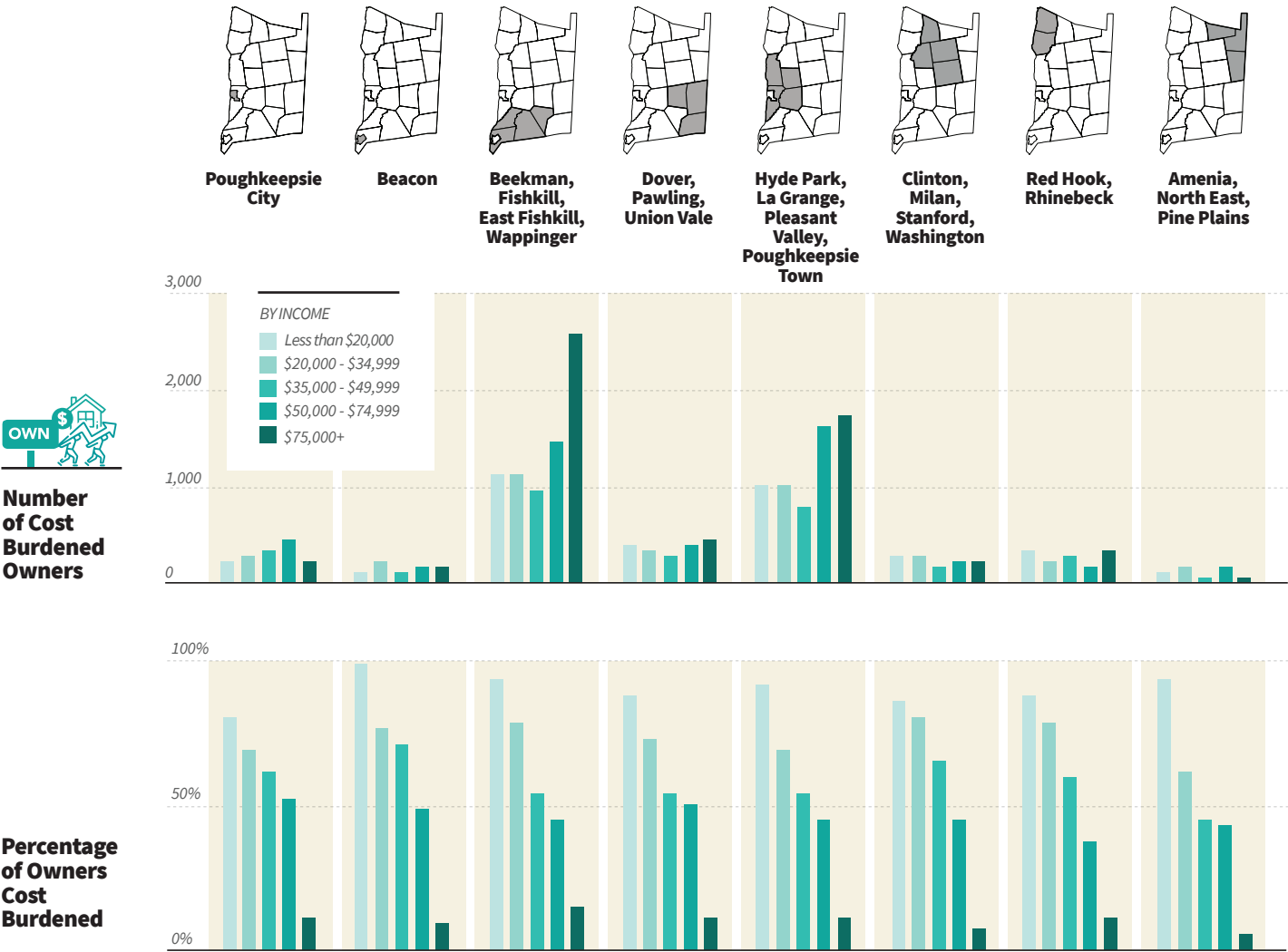


Ownership Gaps



Source: czb analysis of data from 2015-2019 ACS Five Year Estimates

Rates and patterns of cost burden, meaning owners pay more than 30% of their monthly incomes for housing, are quite similar across the sub-markets. The reasons for cost burden are varied and difficult to ascertain, as described on page 22.





KEY TAKEAWAYS

What do these findings suggest about “catching up” with existing housing needs?



Ownership Market

The values and sales prices of ownership units (mostly single-family houses) are now at levels that mean any household earning less than \$100,000 will struggle to purchase a home. Gap analysis indicates a shortage of 6,688 ownership units for owner households with incomes of less than \$50,000. The implication of the shortage is, first, that the 6,688 owners represent a group who could not afford to buy the homes they are living in today if they had to purchase at today's values and, second, that the next buyer of a home owned by one of these households will need a higher income than the existing occupant. Indeed this has been playing out across the county. The only owner income category that grew between 2010 and 2019 was \$150,000 or more, while every income category below that level decreased.

Cost burden rates as of 2019 are high and/or rising for households with incomes below \$75,000, with non-mortgage costs playing a larger role for the lowest-income households. Amongst cost burdened households with incomes below \$20,000, 64% are not paying a mortgage. Amongst those with incomes between \$20,000 and \$34,999, 47% are not paying a mortgage. As incomes rise, the likelihood that a cost burdened owner household has a mortgage greatly increases. The lowest-income owner households may be facing taxes and utility costs that exceed 30% of their annual income even if their homes are paid off—fixed-income seniors may fit this profile. Higher-income households facing a cost burden likely do so at least partially because of a mortgage payment, and this could be due to households stretching to buy more than they can really afford, or it could be due to a decrease in income during the time they owned the home.



Rental Market

To some extent, gaps and cost burdens are much simpler to understand in the rental market than in the ownership market because the only real factors at play are monthly rent and income, as opposed to all the complexities of various ownership situations. Where unaffordability exists in the rental marketplace, it simply means that monthly gross rent exceeds 30% of monthly gross income.

The vast majority of renter households with incomes below \$50,000 are cost burdened as of 2019 and gap analysis indicates a shortage of 2,155* rental units affordable to these households. The number of renter households in this income range remained largely unchanged between 2010 and 2019 while nearly all renter household growth occurred in the income category at or above \$100,000 (85% increase).

While some households with annual incomes below \$50,000 are likely chronically poor, others are working full time or living on retirement income. In many cases, the difference between affordability and cost burden will be but a few hundred dollars each month, and there are a number of tried-and-true affordable rental housing tools that suggest this group of renters should be a strong focus going forward.

*This shortage is drawn from the gap analysis presented on page 21 for renting households earning less than \$50,000. The deficits and surpluses for the three income categories below \$50,000 were added together to arrive at this figure.

KEY TAKEAWAYS

What are the key takeaways of Part 1?

There are no clear culprits in the rise of housing costs. But important long-term trends have matured, and they are part of the cause.

Population growth, household growth, and employment growth are usually key drivers of housing demand, but they have been gradual in Dutchess County in recent decades. There is no clear evidence that Dutchess has an “underbuilding” crisis (although, all things being equal, more housing certainly would be better for affordability). Rather, affordability challenges in the county resemble “death by a thousand cuts,” including the hard-to-quantify phenomenon of second or seasonal homes that reduce the housing supply for permanent residents.

One clear demand-side story is that the top half of the market has done very well economically in this century while the bottom has been stuck in place, and the middle is increasingly squeezed. The top of the market is composed of many homeownership, well-educated, well-compensated, married couple families and their housing demand is a powerful force impacting those farther down the housing ladder.

“Missing Product” at High and Low Ends

There are thousands of owner and renter households in Dutchess County paying more than they can afford, as seen in both the gap analysis and the cost burden figures. The market-based housing production system is not able to rectify these imbalances.

Meanwhile, Dutchess County’s housing market is growing at the upper end of the income spectrum. Between 2010 and 2019, the county lost an estimated 9,399 owners with incomes below \$150,000 while gaining an estimated 8,461 owners with incomes at or above that amount. During that time, the county gained an estimated 2,399 renter households, of which an estimated 2,370 had incomes of at least \$100,000. There are thousands of owner and renter households who are living in housing units that cost less than their capacity to pay for them.

More Housing Could Help

The cost of new housing is hundreds of dollars per square foot, and costs have risen substantially over the years even as those with low incomes have not seen much in the way of income growth. New affordable housing development, especially rental housing for households with incomes below \$50,000, if substantial enough, will help to meet what is clearly a deep housing need. This housing cannot and will not be built without significant subsidy and other public sector supports, such as zoning changes and infrastructure investment.

New market-rate housing for six-figure households, both renter and owner, could help relieve pressure on rents and home prices in the middle if the addition of new supply outpaces growth in demand.

Getting More Money into the Hands of Renters

The primary housing affordability problem for renters in Dutchess County is not that rents are incredibly high—the county’s 2019 median gross rent of \$1,220 is not a figure that would make a new rental unit financially feasible for a developer, a builder, or a rental operator—but that roughly half of Dutchess renter households do not have incomes high enough to pay the rent in the local marketplace. Programs such as Housing Choice Vouchers have been in place for many years to effectively increase the amount of income that low-income renters have to procure housing. Even if many more rental units are built, additional subsidies beyond the existing supply of vouchers will still be necessary to close current affordability gaps.

Intervention Requires Pragmatic and Achievable Goals

The difficulty of different interventions, the associated costs, and the nature of the tools available suggest that the County **strongly focus on renters with incomes below \$50,000 as its “catch up” responsibility**. This group represents 14% of Dutchess households, they do not have the option to buy a home, and they are the most vulnerable to uncontrolled housing price increases. The estimated number of interventions is 2,155 and more information about how the need might be met will be discussed in Part 3.

PART 2

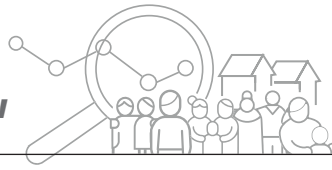
Housing Needs Tomorrow

There is no way to perfectly predict how the household landscape in Dutchess County will change over the next two decades and, consequently, how the housing needs of the county will evolve. However, scenarios based on educated assumptions about the future offer a way to understand the range of possible issues the community might face.

The three scenarios summarized on the following pages are meant to serve this purpose for Dutchess County. They demonstrate how the household landscape in 2030 and 2040 might differ from conditions of today and the recent past, as presented in Part 1. And they provide added context and direction for the implementation of policies and strategies outlined in Part 3.



34	A Framework for Testing Alternative Futures
36	Baseline Scenario
38	Scenarios - Overview
40	Scenarios - Results and Analysis
42	Key Takeaways



A Framework for Testing Alternative Futures

A Focus on Six Household Types

Projections of future housing needs mean very little unless they demonstrate how the number and characteristics of the consumers of housing units—households—might change over time. Every household translates to an occupied housing unit.

The scenarios for this Housing Needs Assessment are centered around the total number of households that might live in Dutchess County in 2030 and 2040. **Six household types that represent over 90% of all households are used here to explore future housing needs.**

Note: Household types that are not among the six used in Part 2 are fully considered by all analysis in Part 1 and strategy recommendations in Part 3.

These six types are divided into two categories by age. Two of the types represent households where the householder is 65 or older, and the other four represent households where the householder is under 65.

Householder Under 65



Married with kids



Married with no kids



Single parents



Single living alone

Householder 65+



Married



Single living alone

○ The Scenarios

SCENARIO #1

What if recent demographic and household trends continue?

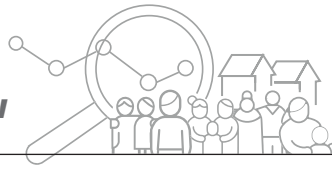
SCENARIO #2

What if the population grows faster than expected?

SCENARIO #3

What if traditional notions of household formation change?

Three scenarios were designed to demonstrate a range of potential changes that might occur to the six household types and to the county's overall household landscape by 2030 and 2040. Each is based on distinct "What if?" assumptions and is grounded to two data sources: the American Community Survey for baseline conditions in 2010 and 2019 and population projections for 2030 and 2040 from Cornell University's Center for Applied Demographics.



BASELINE

Where we are today

The income, tenure, and growth characteristics of these households over the past decade are distinct and provide baseline conditions and trends for building and understanding the potential impacts of the three scenarios.

Part 1 of this Housing Needs Assessment goes into greater detail on factors that have recently shaped housing demand and need in Dutchess County. Many of those factors are apparent in the baseline characteristics for the six household types used here in Part 2.

Important trends that impact housing demand and needs



Married households, regardless of age, and single seniors all experienced **income growth** beyond inflation, adding to their purchasing/renting power



Single parents saw their already **low incomes stagnate**, further diminishing their purchasing/renting power



Total number of households grew due, in part, to shrinking household size



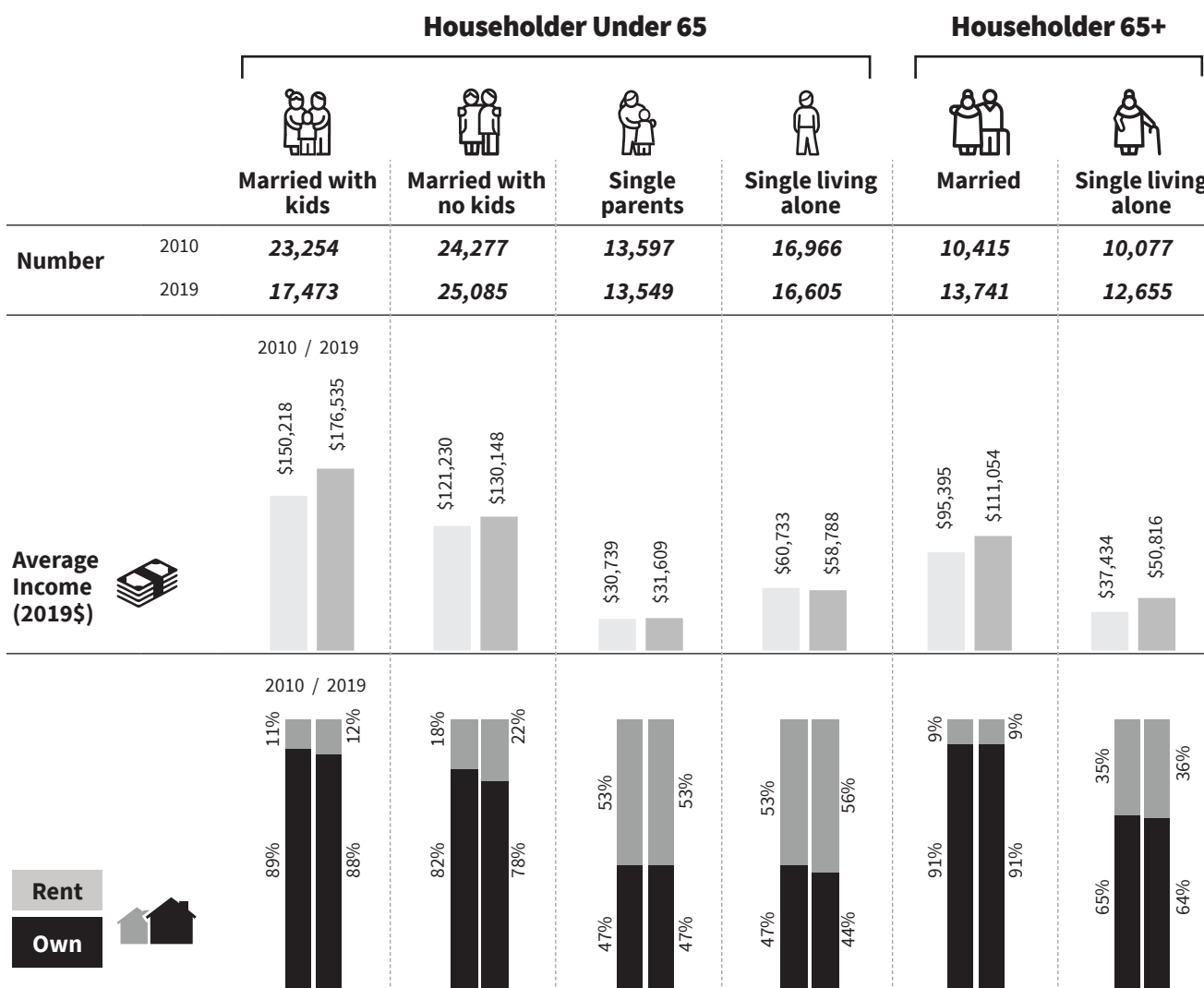
Number of **senior households grew** by 29%, while households **under 65 declined** by 7%



25% drop in **married households with kids**



Married couples with no kids and younger **single households** saw **growth in renting**

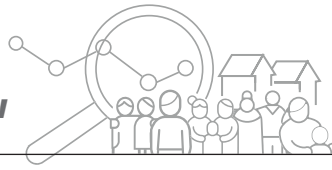


TOTAL HOUSEHOLDS

2010 ---- 106,952

2019 ---- 108,413

Source and Notes: czb analysis of 2006-10 and 2015-19 ACS 5-year estimates; 2010 average income figures adjusted to 2019 values based on consumer price index; total households includes those not categorized into the six household types



Scenarios - Overview

Each of the three scenarios uses the 2010-2019 baseline as a foundation and are based on a series of assumptions tied to a specific premise.

Premise

SCENARIO #1

What if recent demographic and household trends continue?

Scenario #1 uses the population projections from Cornell's Center for Applied Demographics to estimate the **number of households in each of the six household types for 2030 and 2040**. These projections simply extend recent demographic trends and composition into the future.

SCENARIO #2

What if the population grows faster than expected?

Cornell's population projections anticipate continued growth in New York City and other parts of the Mid-Hudson region. Scenario #2 assumes that Dutchess County will experience some of these regional demand pressures and actually **grow at a rate similar to Westchester County's recent rates**.

SCENARIO #3

What if traditional notions of household formation change?

After decades of gradual declines in household size in the U.S., this metric has been static for almost a decade. If mid-20th Century assumptions about **household formation and size become increasingly irrelevant** as aging of the population accelerates and as the traditional nuclear family becomes a smaller and smaller share of all households, there could be an uptick in inter-generational and non-family households. Scenario #3 explores this possibility.

Distinguishing Assumptions*



Dutchess County experiences **modest population loss and continues to age**, as projected by Cornell's Center for Applied Demographics



Contemporary assumptions about household formation persist, resulting in **slight declines in household size**

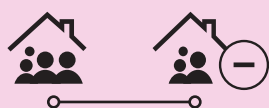


0.4% / YR

Dutchess County experiences **population growth** similar to Westchester County's growth rate between 2000 and 2020 (0.4% per year)



Growth occurs evenly **across all age groups**



Contemporary assumptions about household formation persist, resulting in **slight declines in household size**



Dutchess County experiences **modest population loss and continues to age**, as projected by Cornell's Center for Applied Demographics



Contemporary assumptions about household size and formation break down; an increase in inter-generational and non-family households (roommates) leads to a **modest uptick in average household sizes**

Common Assumptions*

Recent patterns of **change in average household income and tenure persist** into the future, but with **income growth rates adjusted** to smooth out the volatility of the past decade

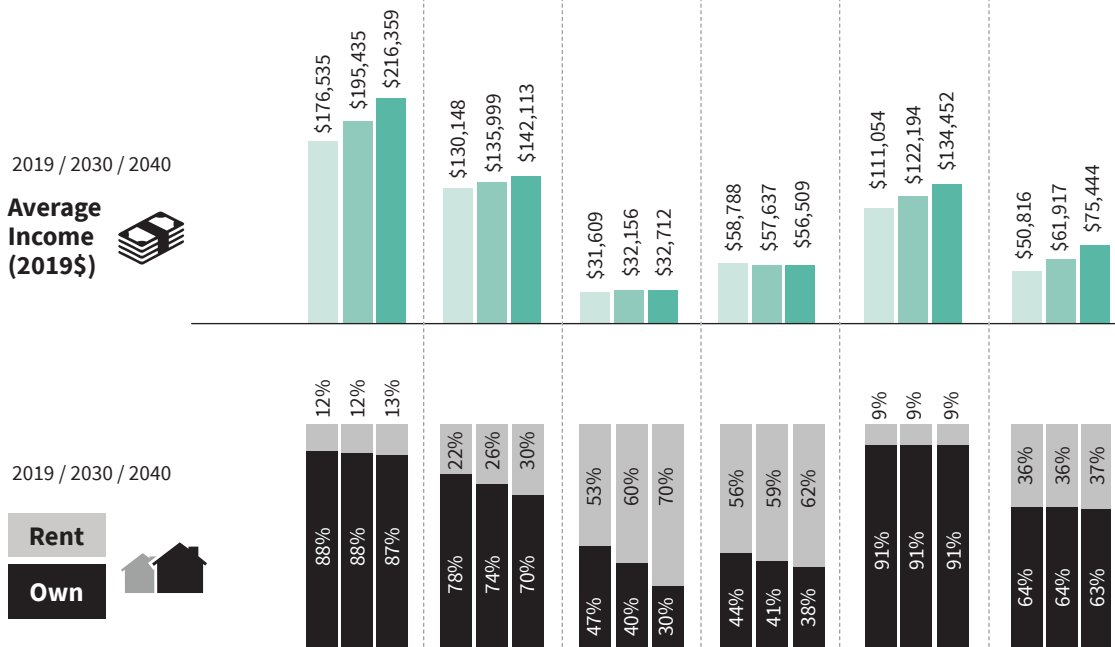
**See the Appendix for more detail on the assumptions for each scenario.*



Scenarios - Results and Analysis

The table below presents the results of the three scenarios, including change in the total number of households over time and change in the distribution of households across the six household types. Income and tenure results, at the bottom of the table, are the same for all three scenarios.

		Householder Under 65				Householder 65+		TOTAL Households
		Married with kids	Married with no kids	Single parents	Single living alone	Married	Single living alone	
SCENARIO #1 What if recent demographic and household trends continue?	2019	17,473	25,085	13,549	16,605	13,741	12,655	108,413
	2030	12,976	18,383	10,273	12,435	23,838	20,070	107,174
	2040	12,706	18,001	10,059	12,177	24,299	20,287	106,686
SCENARIO #2 What if the population grows faster than expected?	2019	17,473	25,085	13,549	16,605	13,741	12,655	108,413
	2030	13,545	19,189	10,723	12,981	24,884	20,951	111,875
	2040	12,706	18,790	10,500	12,711	25,365	21,176	111,366
SCENARIO #3 What if traditional notions of household formation change?	2019	17,473	25,085	13,549	16,605	13,741	12,655	108,413
	2030	12,476	17,675	9,877	11,956	22,443	18,895	103,692
	2040	11,835	16,766	9,369	11,342	21,232	17,725	100,305



Sources and Notes: Results are based on czb analysis of baseline data from 2006-10 and 2015-19 ACS 5-year estimates, as well as population projections for Dutchess County from the Cornell University Center for Applied Demographics; the total number of households presented for each scenario reflects the six household types plus all other household types; see Appendix for detailed notes about assumptions and adjustments.

What do the results tell about the implications of these scenarios and how they differ from one another?

Total Households



#1

#3

The total number of households shows a **net decline from the 2019 baseline under Scenarios #1 and #3**, due to assumptions of gradual population loss and—**under Scenario #3—a rise in household size.**



#3



#2

Under **Scenario #2**, the **total number of households in the county would grow by 2030** as a result of population growth and smaller household sizes. The county would still lose population and households after 2030 due to aging. But the **total number of households in 2040 would still exceed Scenario #1 by nearly 5,000.**

Distribution of Household Types



#1

#2

#3

Under **all three scenarios, the two household types over age 65 will grow considerably** through 2040 as middle-aged households become seniors and their household sizes shrink; they will go from constituting **24% of all households to nearly 40%**. The four household types under age 65 will decline but still represent a majority of all households.

#3



The results of Scenario #3 shows distributions similar to Scenarios #1 and #2 while accounting for the impact of **larger average household sizes** and a **rise in households that do not fit neatly into the six household categories.**

Average Income and Tenure



#1

#2

#3

Under all three scenarios, **gaps between the highest income and lowest income household types will grow wider**, as recent trends continue.



#1

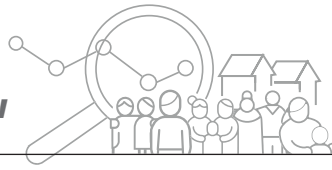
#2

#3

Under all three scenarios, **single parents remain economically vulnerable** as incomes stagnate, prospects for affordable homeownership dwindle, and rent-to-income ratios worsen.

Overall differences between these scenarios are small and reflect a mostly stable population.

Even if less conservative projections were used for a fourth scenario, such as those developed by the New York Metropolitan Transportation Council (NYMTC), potential household totals for 2040 would range from 100,000 at the low end (Scenario #3) to roughly 120,000 at the high end (NYMTC). This range is relatively narrow and suggests that differences in housing policy at either end of the range would also be narrow.



KEY TAKEAWAYS

Implications for Future Housing Needs

**Total
Catch Up**
2,155
interventions
**to resolve
existing cost
burdens**



**Incremental
Catch Up**
108
interventions
**PER
YEAR**
**going forward to
address existing and
future housing needs**



Part 1 concluded by introducing the concept of “**catch up**” to Dutchess County housing needs—a figure (2,155) that represents the number of additional household-level interventions that are needed to substantially address levels of housing need in the county. These are needs that have accumulated over recent decades.

In a community that is growing, addressing the “catch up” needs of the housing market are distinct from addressing the “keep up” needs, which include the needs that emerge year-by-year on top of any catch up needs. Therefore, catching up and keeping up are, together, useful ways to understand the scale of intervention needed to address housing needs today and into the future.

According to Cornell’s population projections, however, Dutchess County may experience limited levels of growth. The scenario that is most confident about growth (#2) projects only a small number of additional households in 2030 and 2040. Limited growth, combined with anticipated declines in the total number of household types with the lowest incomes (single parents and single living alone) are likely to result in “keep up” needs that are relatively small in comparison to Dutchess County’s current “catch up” figure.

Consequently, **the future housing needs in Dutchess County can best be met by addressing the current backlog of need represented by the catch up estimate of 2,155 total interventions.** To break that number into a realistic annual pace going forward, this housing needs assessment defines an **incremental catch up** pace that is 1/20th of the total catch up need—or 108 additional interventions per year over the next 20 years.

Note: ‘Intervention’ is broadly defined by this report and includes, but is not equivalent to, the construction of a new housing unit. Other interventions include the provision of housing vouchers, the placement of income restrictions on existing but formerly unrestricted housing, and providing access to affordable homeownership.

KEY TAKEAWAYS

What are the key takeaways of Part 2?



Dutchess County is unlikely to experience housing pressures as a result of growth in total households.

Two of the three scenarios show a net decline in households of between 1.5% and 7.5% by 2040. Even the growth-oriented scenario suggests only a modest uptick (less than 3%) in the number of households to house by 2040.



Continued income growth and widening income gaps mean that competition at the top of the market is likely to exert down-market pressures into the future.

All three scenarios make conservative downward adjustments on income growth rates (cutting the actual rates experienced between 2010 and 2019 in half). Even so, income growth is projected to remain strong for most of the six household types while continuing to lag for others—especially single parents and younger people living alone, for whom homeownership will be increasingly out of reach.



Rapid growth in households over age 65 will present the county with senior housing needs on a much larger scale.

While the average income for households over 65 is projected to show strong growth, there will also be a growing number of senior households that struggle. And older households with limited financial resources have some distinct needs compared to younger households.

Meeting the housing needs of seniors, however, will require caution. Building age-restricted housing is one common way to meet these needs, but over reliance could result in a surplus of such housing after the need has crested.



Approximately 100 additional interventions per year is modest but still significant

Keeping up with emerging housing needs year after year will be less demanding if Dutchess County continues to grow slowly, which means that making incremental progress on the existing backlog of 2,155 interventions is the best way to address future needs. But roughly 100 additional interventions per year, going forward, is still a significant number that will require a proactive strategy.

PART 3

A Strategy for Action

As noted in the Introduction, a shortage of affordable housing is nothing new to Dutchess County. Today's housing needs are eerily similar to those reported in the late 1980s and subsequent years. And, as projections of the future suggest, the overall dynamic of today's housing market can be expected to carry forward—with a large and growing share of households that are able to comfortably afford their housing alongside a substantial number of households with low or stagnant incomes that will struggle if unassisted.

Housing needs identified in Part 1, as well as future needs suggested by the scenarios in Part 2, provide context to assist Dutchess County and local jurisdictions as they consider the development of responsive housing strategies. Part 3 offers recommendations that can assist county and local strategy development, including annual and long-term intervention goals and potential policy, financial, and programmatic tools to meet those goals.



46 **Establish goals to address housing needs**



50 **Develop and use a diverse toolkit**





Establish goals to address housing needs

Total Catch Up

2,155

interventions
to resolve
existing cost
burdens



Incremental Catch Up

108

interventions

PER
YEAR

going forward to
address existing and
future housing needs



Parts 1 and 2 of this Housing Needs Assessment presented the scale of intervention necessary to significantly address housing needs not met by existing housing systems or programs. These were described in terms of the **estimated number of household-level interventions—in addition to current interventions—that would substantially address existing shortcomings (catch up)** and the **manageable pace of interventions per year, going forward, that would help Dutchess County address existing and future needs (incremental catch up)**, which is equivalent to 1/20th of the total catch up. The 20-year time-frame for catching up may, of course, be accelerated as resources allow.

These additional* interventions can take the form of new affordable units built, new income-restrictions placed on existing units that are unaffordable, and efforts that directly assist households with housing costs or procurement. Regardless of the form of intervention, it is recommended that the focus remain on the needs of households making less than \$50,000.

**Additional is defined as interventions over and above the following: (1) the current number of housing vouchers used in Dutchess County, (2) the current number of public housing units, (3) the current number of income restricted housing units outside of public housing facilities, and (4) the recent pace of income-restricted housing development. As is noted in Part 2, 'intervention' is broadly defined by this report and includes, but is not equivalent to, the construction of a new housing unit.*

In 2020, there were 3,995 households living in subsidized housing in Dutchess County according to A Picture of Subsidized Households by the U.S. Department of Housing and Urban Development.

RECOMMENDATION

- ✓ Consider the pursuit of a countywide goal of 108 additional interventions per year, on average, aimed at households with incomes less than \$50,000.



Households with
incomes less than
\$50,000





Establish goals to address housing needs, cont'd.

The countywide goal of 108 additional interventions per year will need to be translated into specific local goals in recognition of the vital role that local jurisdictions will play in meeting their own housing needs. While there are a number of ways to translate this goal, a “fair share” approach has the advantage of (1) distributing the goal in a manner that reflects existing housing and economic opportunities and (2) ensuring that affordable housing opportunities are available in all communities.

COUNTYWIDE GOAL

108 PER YEAR
interventions
(on average)

2,155 TOTAL
interventions
over 20 years

Under one version of a fair share approach to local allocation, the countywide annual goal and its cumulative result over 20 years would be distributed to the county’s sub-markets and local jurisdictions according to this table:

	Average number of interventions PER YEAR	TOTAL number of interventions over 20 years	
	16	309	Poughkeepsie City
	5	105	Beacon
	30	603	Beekman 3 62 Fishkill 9 171 East Fishkill 8 168 Wappinger 10 202
	7	143	Dover 3 62 Pawling 3 55 Union Vale 1 26
	33	665	Hyde Park 7 142 La Grange 5 100 Pleasant Valley 3 65 Poughkeepsie Town 18 358
	5	102	Clinton 1 23 Milan 1 17 Stanford 1 25 Washington 2 37
	8	152	Red Hook 4 80 Rhinebeck 4 72
	4	76	Amenia 2 31 North East 1 25 Pine Plains 1 20
	108	2,155	

Sources and Notes: Distribution is based on each jurisdiction's share of all county households (50% weight), its share of county households with incomes under \$50,000 (25% weight), and its share of all county jobs (25% weight); fractions have been rounded into whole numbers for simplicity of presentation, resulting in instances where the total over 20 years is slightly more or less than the average number of interventions per year multiplied by 20; the source for household data was ACS 5-Year Estimates for 2015-19 and the source for jobs data was the U.S. Census Longitudinal Employer-Household Dynamics Program.

RECOMMENDATION

- ✓ Consider the use of a “fair share” approach to translate countywide goals into tangible goals for each jurisdiction.

COUNTYWIDE GOAL

108
PER YEAR
interventions
(on average)



2,155
TOTAL
interventions
over 20 years



Notes:

The 20-year time-frame for ‘catching up’ should be considered flexible. If resources and changing conditions permit an acceleration of interventions, the annual goal for the county and each jurisdiction should be adjusted accordingly.

The annual and 20-year goals for individual jurisdictions provided here are meant to demonstrate distributions under one version of a “fair share” methodology. They do not take into account affordable housing units that are currently under construction or planned.



Develop and use a diverse toolkit

A wide range of policies, programs, and other tools may be useful to Dutchess County and local jurisdictions as they work together to achieve the goals recommended by this Housing Needs Assessment.

The following tools, in particular, could play a significant and constructive role:



Local Site Identification and Land Use Updates

The construction of new multi-family properties, including developments supported by the New York State Low-Income Housing Tax Credit Program, are likely to play a role in meeting some portion of countywide and local housing needs. Exactly where such development can take place is determined by local land use policies.

As local jurisdictions consider ways to meet their own goals, one useful approach is to identify sites or areas that would be suitable locations for multi-family developments—and to ensure that those locations are properly zoned for such development. Sites that may be most suitable include ones with access to household services, alternative forms of transportation, and other necessary infrastructure (especially water and sewer), as would sites that reflect Dutchess County’s “Centers and Greenspaces” approach to smart growth.

In addition to proper zoning and infrastructure, attention should be paid to other regulatory steps—such as environmental impact reviews—to facilitate development in a timely manner. The preparation of generic environmental impact statements (GEIS) for projects designed to meet county and local housing needs is one such step.

Beyond land use updates to accommodate multi-family structures, local jurisdictions should also consider the allowance of accessory dwelling units (ADUs) as-of-right with minimal supplementary regulations.



County Housing Trust Fund

To complement local efforts to identify sites and update land use regulations, Dutchess County could consider the establishment of a County Housing Trust Fund. Nationally, housing trusts have proven to be valuable sources of flexible funding to aid the implementation of a variety of affordable housing efforts.

Potential uses of trust fund resources include:

- Offset the costs of new or upgraded infrastructure, such as water and sewer, to ensure the viability of mixed-income housing developments;
- Support land acquisition in cases where site control is a critical issue;
- Serve as a flexible form of subsidy to new construction or rehabilitation projects that meet certain inclusionary conditions;
- Serve as a source of funding for affordable housing programs spearheaded by local jurisdictions or not-for-profit agencies.
- Support the preparation of generic environmental impact statements (GEIS) to facilitate timely development.

It is estimated that a Dutchess County Housing Trust Fund with at least \$2 million per year

to put towards a range of activities would be commensurate with the countywide goal for additive interventions.

Many different sources of revenue could be considered to capitalize a Dutchess County Housing Trust Fund. Contributions from the county general fund are the most basic approach. Others may include payments in-lieu from inclusionary housing policies adopted at the local level, revenues from county bonds, a real estate transfer tax that specifically funds housing initiatives, and grants from local foundations that may use their resources to leverage other public and private commitments.

Whatever the source, sustained and predictable support for a housing trust fund is the key to achieving its full impact. Another key is the development of clear and equitable fund allocation criteria to support transparent decision-making with trust fund dollars, to encourage efforts that best reflect county housing needs and planning priorities, and to ensure a fair distribution of resources across the county.



Develop and use a diverse toolkit, cont'd.



Rehabilitation program for existing rentals

Improving conditions and extending the life of existing rental units is a cost-effective way to improve housing quality and affordability at the same time.

A pool of resources could be used in partnership with owners of duplexes, triplexes and other small multi-family complexes to upgrade these critical sources of housing—with the use of funds conditioned on the quality of work performed and the maintenance of income restrictions over a specified period of time. The level of affordability would be tied to the overall public investment—with a larger public share of resources required to achieve affordability for the lowest incomes.

In cases where rehab and income restrictions make a unit newly affordable, they can be considered new interventions. In cases where currently affordable units are retained, they would be considered “preserved” units—not counting towards the catch up goal but reducing the need for further catch up.



Local inclusionary policies

Inclusionary policies—such as ‘inclusionary zones’ that require private development to reserve a share of new units as affordable—can play a role in meeting a small portion of local housing goals. Such policies, however, should reflect the strength of the local market and should not be considered in a one-size-fits all manner.

To avoid the risk of stalling new development and accruing no new units at all, inclusionary policies must always recognize that affordable units have to be paid for. Systems of zoning bonuses and conditioned subsidies can be used to ensure that development is feasible to the developer and achieves public goals.



Subsidy for inclusive units in new mixed-income developments

Whether they are tied to inclusionary zoning policies or not, subsidies for affordable units in mixed-income developments are another tool that can be used to achieve local housing goals. By offsetting the long-term cost of keeping a share of units at below-market rents, this form of subsidy can be used to realize mixed-income environments in areas that provide important economic opportunities or services for low-to-moderate income households.



Subordinate mortgages to support affordable homeownership

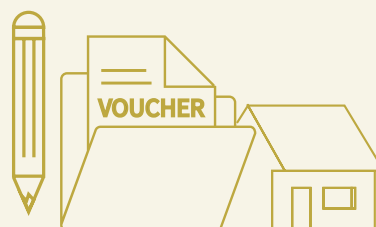
For communities that want affordable homeownership to be part of their toolkit, one powerful tool to consider is a locally-resourced program for subordinate or “soft second” mortgages, which finance down payments and closing costs for income-eligible buyers. This is especially useful for working-class households making close to \$50,000 that have sufficient income to pay a first mortgage but lack the savings for a down payment or closing costs.

Public resources for such a program can be matched with funding from banks and local philanthropies.



Tax exemption policies

Develop uniform tax exemption policies via industrial development agencies to support the development of workforce and affordable housing.



More housing vouchers

Roughly 2,500 federally-funded housing vouchers are currently in use in Dutchess County. They represent an important affordable housing resource. Most are portable Housing Choice Vouchers and some are project-based. Demand for these vouchers far outstrips supply and there are significant waiting lists which are often closed. Traditionally, funding for additional vouchers has been limited but recent investments by the federal government seem to be increasing their availability. The County should make every effort to maximize these new resources.

The County may also want to consider a local program which would meet some of the unmet need and allow rules to be set locally.

RECOMMENDATION



Consider a diverse toolkit, supported by flexible local resources, that can be customized to help realize countywide and localized housing goals.

Appendix

Supplemental Tables for Part 1

2019

Town/City	Median Renter Income	Median Gross Rent	Median Affordable Gross Rent	Difference	Median Owner Income	Median Owner-Occupied Value	Median Affordable Owner-Occupied Value	Difference
Amenia	\$33,071	\$971	\$827	-\$144	\$79,306	\$215,200	\$237,918	\$22,718
Beacon city	\$43,159	\$1,323	\$1,079	-\$244	\$104,152	\$278,700	\$312,456	\$33,756
Beekman	\$70,278	\$1,299	\$1,757	\$458	\$104,365	\$299,400	\$313,095	\$13,695
Clinton	\$47,993	\$1,207	\$1,200	-\$7	\$122,107	\$352,600	\$366,321	\$13,721
Dover	\$33,364	\$914	\$834	-\$80	\$78,070	\$253,200	\$234,210	-\$18,990
East Fishkill	\$39,491	\$1,168	\$987	-\$181	\$122,419	\$358,700	\$367,257	\$8,557
Fishkill	\$60,331	\$1,540	\$1,508	-\$32	\$99,845	\$296,100	\$299,535	\$3,435
Hyde Park	\$41,667	\$1,107	\$1,042	-\$65	\$88,848	\$220,600	\$266,544	\$45,944
La Grange	\$63,735	\$1,627	\$1,593	-\$34	\$122,887	\$302,700	\$368,661	\$65,961
Milan	\$48,000	\$1,143	\$1,200	\$57	\$93,690	\$331,100	\$281,070	-\$50,030
North East	\$45,300	\$1,131	\$1,133	\$2	\$88,819	\$265,600	\$266,457	\$857
Pawling	\$41,394	\$1,151	\$1,035	-\$116	\$116,250	\$301,400	\$348,750	\$47,350
Pine Plains	Data Not Available	\$1,140	N/A	N/A	\$74,946	\$229,900	\$224,838	-\$5,062
Pleasant Valley	\$56,684	\$1,333	\$1,417	\$84	\$94,250	\$266,300	\$282,750	\$16,450
Poughkeepsie city	\$31,977	\$1,113	\$799	-\$314	\$73,603	\$196,800	\$220,809	\$24,009
Poughkeepsie town	\$43,419	\$1,229	\$1,085	-\$144	\$109,137	\$248,200	\$327,411	\$79,211
Red Hook	\$49,871	\$1,276	\$1,247	-\$29	\$97,453	\$292,100	\$292,359	\$259
Rhinebeck	\$47,946	\$1,305	\$1,199	-\$106	\$103,448	\$390,700	\$310,344	-\$80,356
Stanford	\$60,116	\$1,021	\$1,503	\$482	\$112,525	\$308,000	\$337,575	\$29,575
Union Vale	\$38,850	\$1,231	\$971	-\$260	\$120,893	\$353,400	\$362,679	\$9,279
Wappinger	\$49,175	\$1,346	\$1,229	-\$117	\$100,137	\$285,500	\$300,411	\$14,911
Washington	\$49,671	\$1,175	\$1,242	\$67	\$110,380	\$371,800	\$331,140	-\$40,660

2010

Town/City	Median Renter Income	Median Gross Rent	Median Affordable Gross Rent	Difference	Median Owner Income	Median Owner-Occupied Value	Median Affordable Owner-Occupied Value	Difference
Amenia	\$37,222	\$895	\$931	\$36	\$60,000	\$199,300	\$180,000	-\$19,300
Beacon city	\$28,539	\$881	\$713	-\$168	\$77,404	\$294,600	\$232,212	-\$62,388
Beekman	\$39,643	\$941	\$991	\$50	\$93,102	\$361,700	\$279,306	-\$82,394
Clinton	\$51,250	\$1,339	\$1,281	-\$58	\$92,036	\$381,500	\$276,108	-\$105,392
Dover	\$41,595	\$779	\$1,040	\$261	\$71,490	\$273,400	\$214,470	-\$58,930
East Fishkill	\$44,519	\$1,058	\$1,113	\$55	\$101,525	\$391,200	\$304,575	-\$86,625
Fishkill	\$65,334	\$1,282	\$1,633	\$351	\$78,967	\$306,200	\$236,901	-\$69,299
Hyde Park	\$34,503	\$980	\$863	-\$117	\$81,723	\$262,400	\$245,169	-\$17,231
La Grange	\$43,616	\$980	\$1,090	\$110	\$101,697	\$361,400	\$305,091	-\$56,309
Milan	\$41,071	\$901	\$1,027	\$126	\$75,884	\$348,900	\$227,652	-\$121,248
North East	\$38,438	\$1,070	\$961	-\$109	\$59,718	\$262,000	\$179,154	-\$82,846
Pawling	\$51,098	\$1,068	\$1,277	\$209	\$95,863	\$385,300	\$287,589	-\$97,711
Pine Plains	\$39,500	\$994	\$988	-\$7	\$62,391	\$273,400	\$187,173	-\$86,227
Pleasant Valley	\$45,769	\$1,201	\$1,144	-\$57	\$91,555	\$332,100	\$274,665	-\$57,435
Poughkeepsie city	\$24,518	\$940	\$613	-\$327	\$73,941	\$263,100	\$221,823	-\$41,277
Poughkeepsie town	\$41,561	\$1,096	\$1,039	-\$57	\$83,013	\$285,400	\$249,039	-\$36,361
Red Hook	\$38,021	\$856	\$951	\$95	\$83,375	\$316,000	\$250,125	-\$65,875
Rhinebeck	\$39,844	\$1,055	\$996	-\$59	\$74,519	\$390,500	\$223,557	-\$166,943
Stanford	\$57,143	\$1,149	\$1,429	\$280	\$75,977	\$315,900	\$227,931	-\$87,969
Union Vale	\$62,750	\$1,292	\$1,569	\$277	\$90,071	\$397,600	\$270,213	-\$127,387
Wappinger	\$49,257	\$1,105	\$1,231	\$126	\$86,620	\$330,800	\$259,860	-\$70,940
Washington	\$40,760	\$1,055	\$1,019	-\$36	\$71,690	\$378,000	\$215,070	-\$162,930

Appendix

2000

Town/City	Median Renter Income	Median Gross Rent	Median Affordable Gross Rent	Difference	Median Owner Income	Median Owner-Occupied Value	Median Affordable Owner-Occupied Value	Difference
Amenia	\$28,385	\$607	\$710	\$103	\$45,625	\$127,700	\$136,875	\$9,175
Beacon city	\$28,542	\$658	\$714	\$56	\$58,849	\$120,800	\$176,547	\$55,747
Beekman	\$38,125	\$859	\$953	\$94	\$71,278	\$183,700	\$213,834	\$30,134
Clinton	\$42,250	\$748	\$1,056	\$308	\$72,434	\$162,200	\$217,302	\$55,102
Dover	\$32,802	\$649	\$820	\$171	\$56,231	\$144,900	\$168,693	\$23,793
East Fishkill	\$37,850	\$690	\$946	\$256	\$81,477	\$198,000	\$244,431	\$46,431
Fishkill	\$38,843	\$813	\$971	\$158	\$60,522	\$149,800	\$181,566	\$31,766
Hyde Park	\$31,486	\$690	\$787	\$97	\$58,453	\$130,400	\$175,359	\$44,959
La Grange	\$39,946	\$869	\$999	\$130	\$79,197	\$176,800	\$237,591	\$60,791
Milan	\$31,917	\$675	\$798	\$123	\$61,157	\$138,000	\$183,471	\$45,471
North East	\$29,500	\$677	\$738	\$61	\$48,068	\$127,900	\$144,204	\$16,304
Pawling	\$40,625	\$713	\$1,016	\$303	\$68,676	\$173,200	\$206,028	\$32,828
Pine Plains	\$31,417	\$635	\$785	\$150	\$46,477	\$116,000	\$139,431	\$23,431
Pleasant Valley	\$37,008	\$747	\$925	\$178	\$63,702	\$162,900	\$191,106	\$28,206
Poughkeepsie city	\$20,623	\$608	\$516	-\$92	\$52,016	\$115,500	\$156,048	\$40,548
Poughkeepsie town	\$34,760	\$745	\$869	\$124	\$66,039	\$142,000	\$198,117	\$56,117
Red Hook	\$25,378	\$622	\$634	\$12	\$55,781	\$144,600	\$167,343	\$22,743
Rhinebeck	\$31,453	\$714	\$786	\$72	\$59,726	\$168,300	\$179,178	\$10,878
Stanford	\$36,023	\$691	\$901	\$210	\$63,068	\$164,900	\$189,204	\$24,304
Union Vale	\$46,313	\$851	\$1,158	\$307	\$72,917	\$188,700	\$218,751	\$30,051
Wappinger	\$41,135	\$798	\$1,028	\$230	\$67,708	\$160,500	\$203,124	\$42,624
Washington	\$32,847	\$702	\$821	\$119	\$73,542	\$175,800	\$220,626	\$44,826

Part 2 – Detailed Scenario Assumptions

A. Distinguishing Assumptions

Scenario #1

- Used Cornell University Center for Applied Demographic's projection for total population in 2030 and 2040; 2010 and 2019 populations are based on 5-Year ACS estimates for compatibility with other 2010 and 2019 ACS data used across Part 2.
- Used straight line trajectory from 2010-2019 to estimate change in average household size going forward.
- Used estimated household size to derive estimated number of total households for 2030 and 2040.
- Assumed that the six household types will remain a static 91% of all households (fixed to 2019).
- Assumed that the size of age 65+ household types will remain static at an estimated 1.52 (derived from assumption that all married households are 2.0 and all singles are 1.0).
- Assumed that the "other" households (those not among the six household types) are distributed age-wise in a manner that reflects distribution of the six household types (with 24% having an age 65+ householder); assumed that that distribution remains static going forward.
- Assumed that the 2019 ratio between the two 65+ household types (married and single) remains static going forward; distributed for 2030 and 2040 accordingly.
- Assumed that the 2019 distribution/allocation of the four under 65 household types remains static going forward.

Scenario #2

- Same assumptions as Scenario #1 with the following exception:
 - o Cornell's population projections for 2030 and 2040 were amended to assume that Dutchess County will experience a similar annual growth rate between 2020 and 2040 as Westchester County experienced between 2000 and 2020 (0.439% per year). That growth rate is applied on top of Cornell's projections for each age grouping.

Scenario #3

- Same assumptions as Scenario #1 with the following exceptions:
 - o Average household size was raised in steps -- from 2.74 in 2019 to 2.80 in 2030 and 2.85 in 2040 to assume a trend towards more intergenerational households and nonfamily households with multiple persons; these estimated household sizes were then used to derive the number of total households in 2030 and 2040.
 - o The six household types were lowered from 91% of all households in 2019 to 90% in 2030 and 88% in 2040 to reflect the assumption that multi-generational households will become more common and that "other" households will become more numerous.
 - o Average size of 65+ household types was raised in small steps to 2030 and 2040 to further reflect the assumption that intergenerational or extended family household may become more numerous, and that some of those households may be counted as traditional senior households.

B. Common Assumptions

Assumptions for Average Household Income

- o Used 2019\$ throughout for comparability, making adjustments with the Bureau of Labor Statistics' CPI Calculator.
- o Used annualized change in inflation-adjusted average income between 2010 and 2019 as the basis for 2030 and 2040 average incomes, but conservatively assumed that annual growth rates will be 50% of the 2010-2019 trajectory to account, in part, for Great Recession impacts on 2010 data.

Assumptions and Adjustments for Own/Rent Distribution

- o Used the change in owning and renting for each household type over the period 2010-2019 as the basis for 2030 and 2040; recent trajectory is assumed to continue.
- o The continued stagnation of incomes for single parents, alongside growth in incomes for other household types, makes it unlikely that the single parent group will maintain a roughly 50% homeownership rate going forward, especially for single parents who emerge after 2020. A steep downward adjustment was made to 2030 and 2040 homeownership for this group to reflect this condition.

Stakeholder Interviews

Special thanks to the following individuals who participated in one-on-one interviews with czb to supplement the project's quantitative analysis:

Terry Ariano, *Pawling Resource Center*

Tara Barnhart, *Pathstone*

Eli Berkowitz, *Community Voices Heard*

Jonathan Bix, *For the Many*

John Clarke, *Planner, City of Beacon*

Mark Doyle, *Fishkill Farms*

Justin Haines, *Legal Services of the Hudson Valley*

Joe Kirchhoff, *Kirchhoff Companies*

Maureen Lashlee, *Habitat for Humanity of Dutchess County*

Brian Mossey, *Berkshire Hathaway*

Margaret Palumbo, *City of Poughkeepsie Section 8 Housing Administrator*

Christine Sergeant, *North East Community Center*

Elizabeth Spira, *Dutchess County Community Action Partnership*

The following are themes and observations gathered during stakeholder interviews:

Rental Housing Challenges and Needs

- A common challenge for renters in Dutchess County is that many start with a one-year lease and then go month-to-month. This has become a problem with the instability of the rental market over the past few years. Long-time renters are exposed to unpredictable changes in rent or eviction and replacement with a higher paying tenant.
- There is widespread anecdotal evidence of an influx of New York City residents since the beginning of the pandemic who are willing and able to pay more in rent than the Dutchess market is used to. There are reports that this influx has prompted many landlords to give existing rents 90-days' notice to leave so that they can be replaced by a higher paying tenant without making major upgrades to the unit.
- Most evictions are heard in city, town, and village courts by lay judges with no legal background and a superficial understanding of landlord/tenant issues. There is often an anti-tenant bias to contend with.
- One centralized housing court for Dutchess County may be a solution to the inefficiencies and inconsistencies of the current decentralized system.
- There is insufficient capacity to assist more than a fraction of the tenants who face evictions every year.
- There are concerns about active discrimination by landlords towards Section 8 tenants, especially with the influx of higher paying tenants from New York City leading many to raise rents above Section 8 payment standards.
- The end of the COVID eviction moratorium has many renters and service providers concerned about fallout. Implementation of "Good Cause" eviction policies is viewed as one way of leveling the playing field for tenants.
- There's not enough housing affordable to low-to-moderate income renters, and this shortage has felt especially acute over the past three years.
- There are too many luxury developments—there need to be more mixed-income developments to deconcentrate poverty and supplement the affordable housing supply.
- There was a reduction in housing vouchers after the Great Recession, and it took a long time to bounce back from that.
- Many voucher holders lose out on housing opportunities because they lack a security deposit.
- Pathstone has 3,000 people on its voucher waiting list. The last time it was opened was 2018.
- Small area fair market rents have been approved to allow use of fair market rent applicable to specific ZIP codes. It is hoped that this will make vouchers less susceptible to rent increases that are not a true reflection of some local markets.
- There is frustration that affordable housing is not a priority to the county or local governments. Few if any local resources are devoted to the issue.
- It has been observed that privately-owned affordable housing complexes feel less and less like communities anymore. Property owners used to invest in common areas and activities but rarely do anymore. This makes the properties feel less communal and less safe.
- There is a lack of rental opportunities in the rural parts of the county. This is a challenge for a variety of business enterprises, from agriculture to restaurants. Rural communities cannot grow and develop their economies without rental housing.
- Mass and scale of rental housing in village settings, and even in Beacon, have created concern and led to opposition.

-
-
- In Beacon, moderation of height and density, along with improved architecture, have somewhat decreased opposition.
 - Many NIMBYs are recent arrivals to the community.

Homeownership Challenges and Needs

- A homeowner in Dutchess County has to make at least \$35,000 a year to be able to afford local property taxes.
- A land trust for Dutchess County—similar to the model established in Tompkins County—is an idea worth exploring to limit the impact of escalating land prices.
- Habitat is hoping to be on a pace of delivering ten houses (new build or gut rehabs) per year by 2026. The biggest limiting factor to their work is acquisition costs—buildable lots are expensive.
- Alternative forms of housing need to be explored to meet future housing needs—move away from the fixation on single-family homes.
- Environmental impact reviews are among the most unpredictable and time-consuming factors that delay or stop new housing developments—for new subdivisions or multi-family complexes.
- “I can afford a \$320,000 mortgage and there is nothing available in that range that isn’t falling down.”
- Some aging owners are stuck. They cannot maintain their homes, but neither is there anywhere else to go.

**DUTCHESS
COUNTY**

Housing
Needs
Assessment

March 2022



Prepared by czbLLC

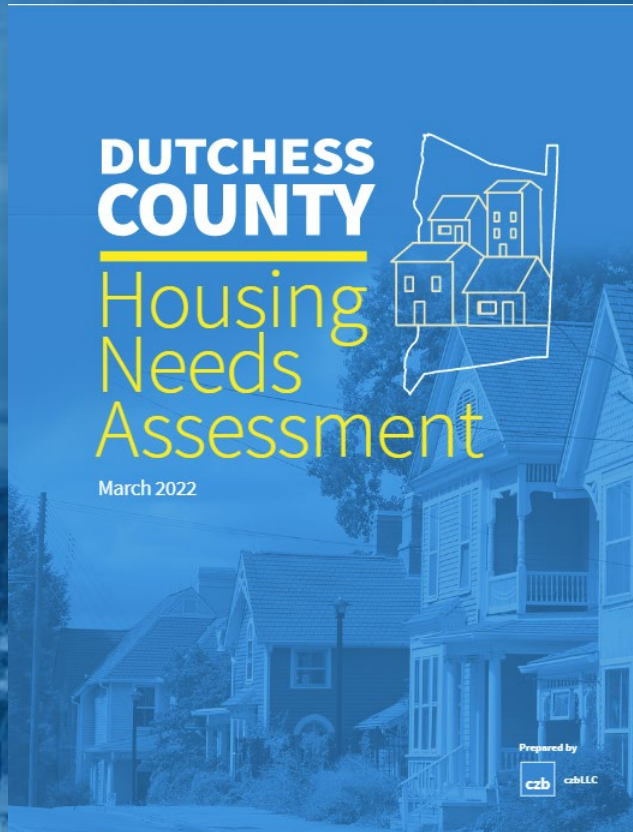
Dutchess County Housing Needs Assessment

2022

czb



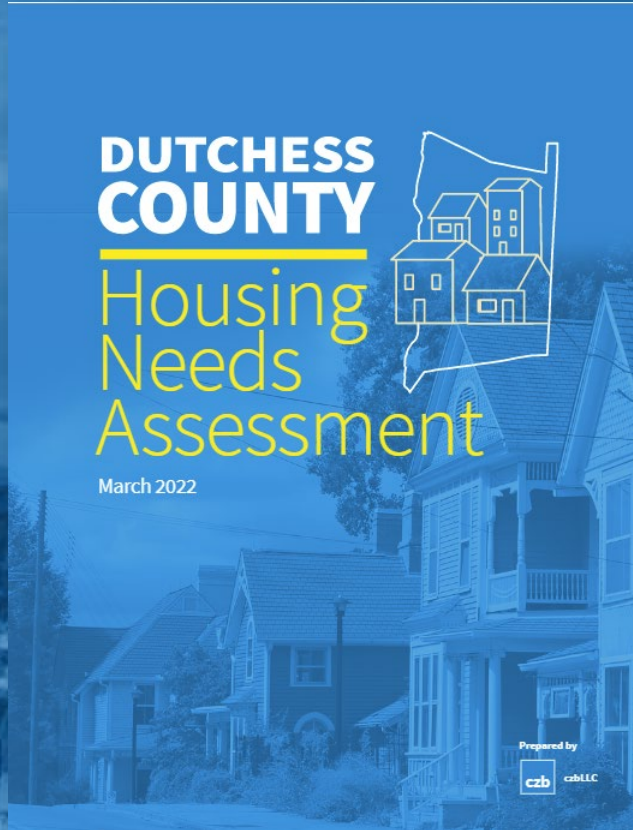
Project background



Project goals:

- Understand **existing patterns of housing demand and need** both countywide and within the county
- Anticipate **future levels of housing demand and need** as a basis for proactive planning
- Develop **recommendations** to guide public policy and public/private investments

Project background



Data and Analysis:

- Uses latest available data from federal, state, and local sources
- Acknowledges potential COVID-related impacts on housing
- Focuses on patterns well-established before pandemic that will continue to influence the market into the future

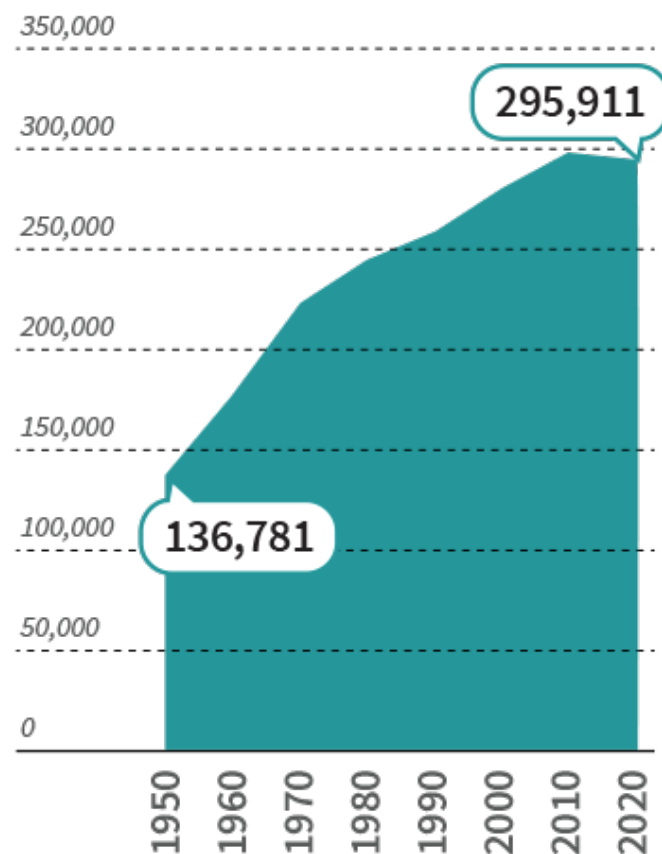
Key takeaways from market analysis





Slow growth and shrinking households

Population, 1950-2020



Source: U.S. Census

Number of Households and Household Size

2000	2010	2020
99,536	106,952	111,927

Household Size

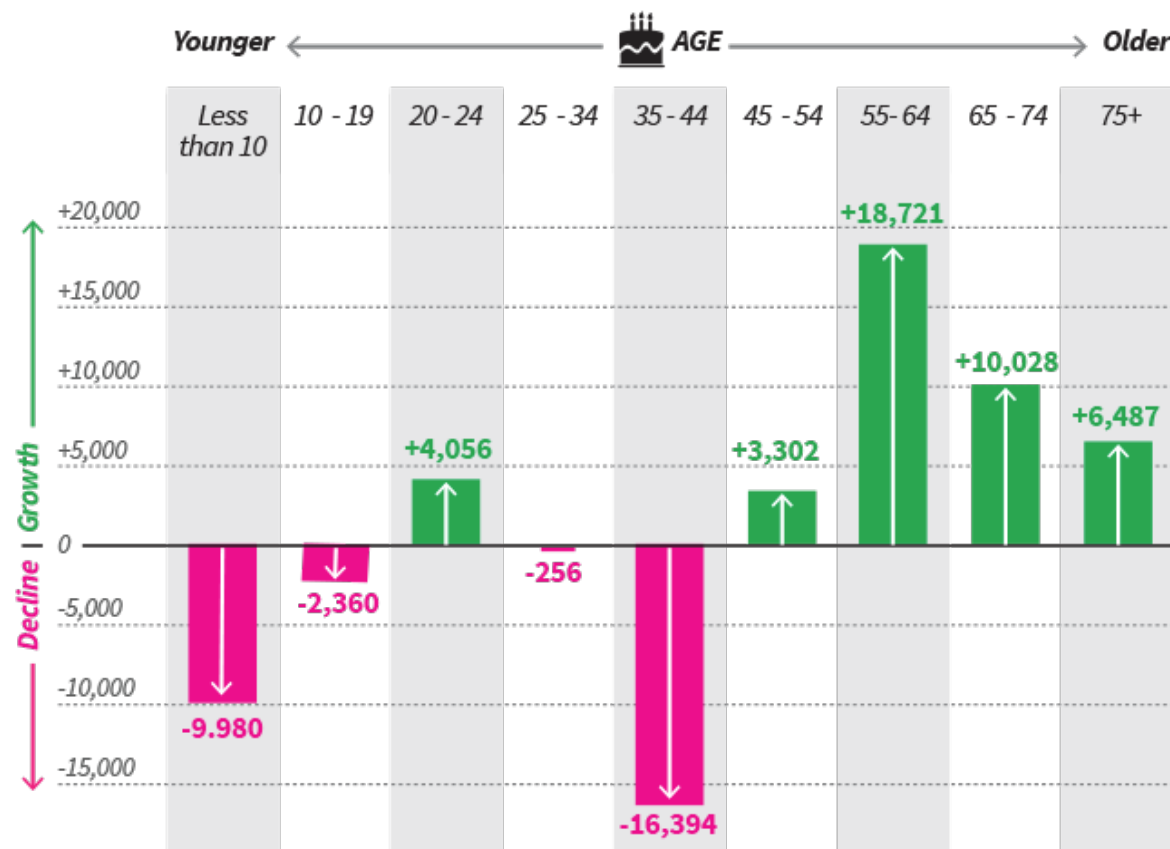
		
2.63	2.57	2.42

Source: U.S. Census



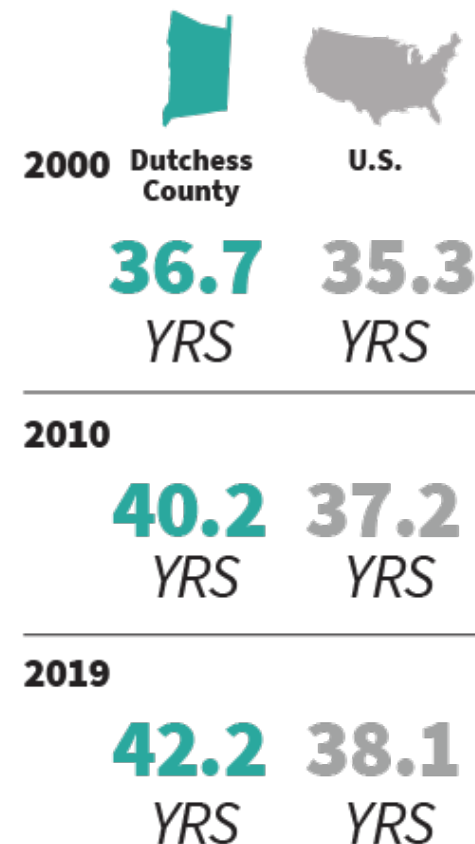
Aging population

Population Change by Age, 2000 and 2019



Source: 2000 Census and 2015-2019 ACS Five Year Estimates

Median Age

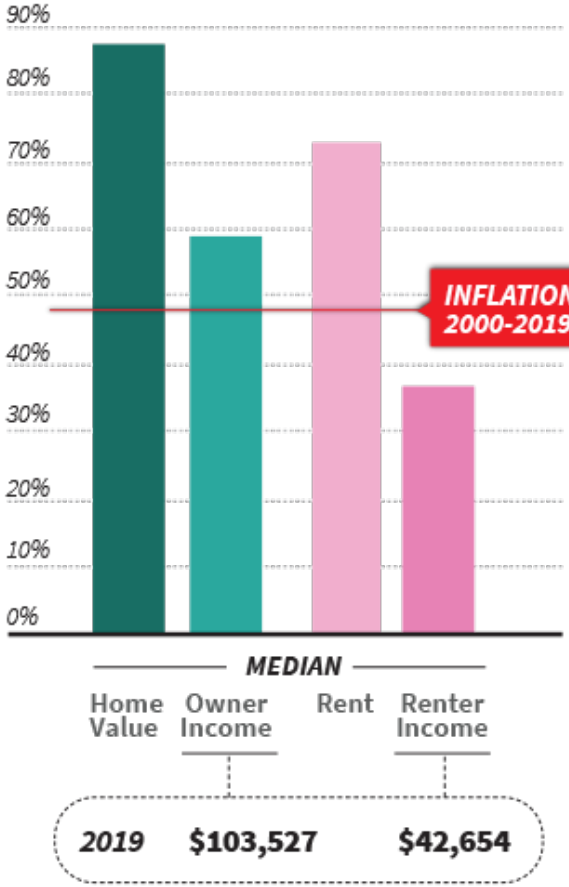


Source: 2000 and 2010 Decennial Census, 2015-2019 ACS Five Year Estimates



Incomes have lagged behind housing costs

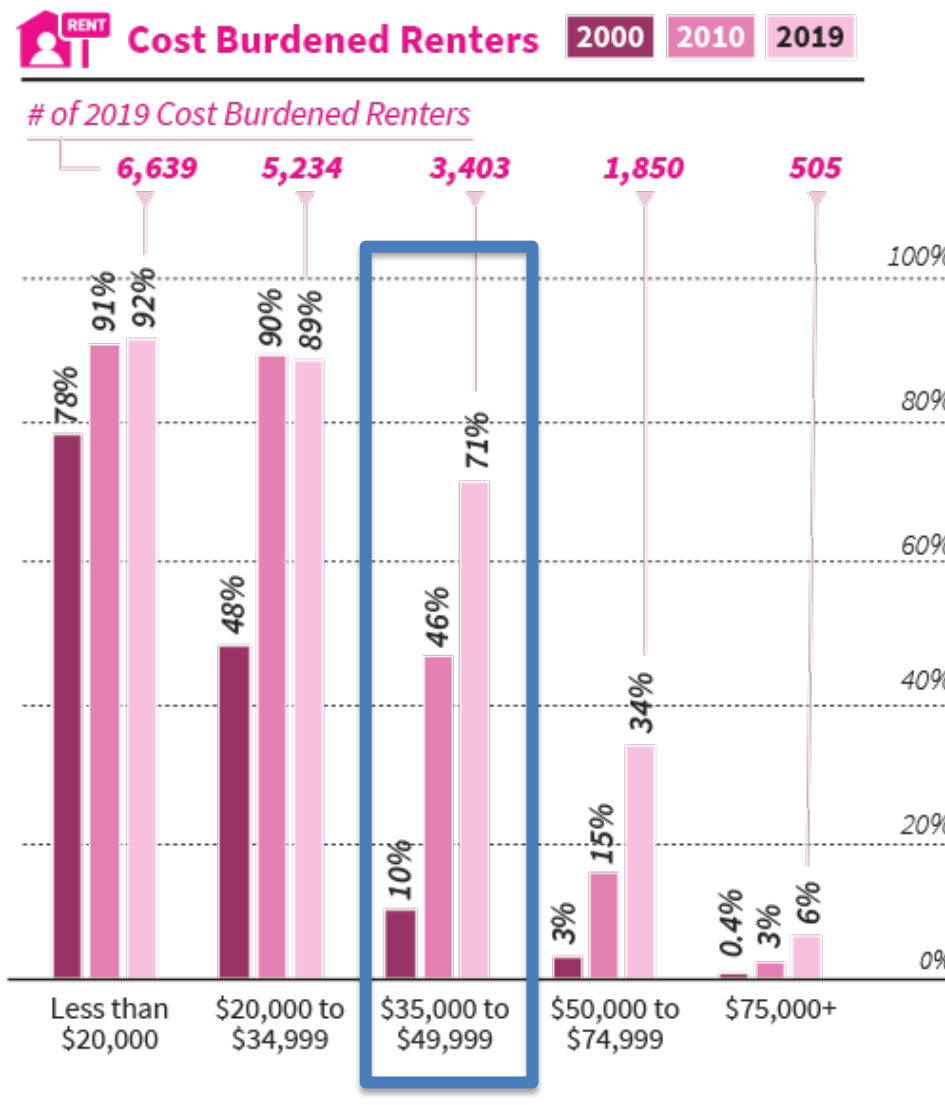
Percent Change in Median Home Value, Median Gross Rent, and Median Incomes by Tenure, 2000-2019



Source: czb analysis of data from 2000 Census and 2015-2019 ACS Five Year Estimates



Cost burdens have risen, especially for renters

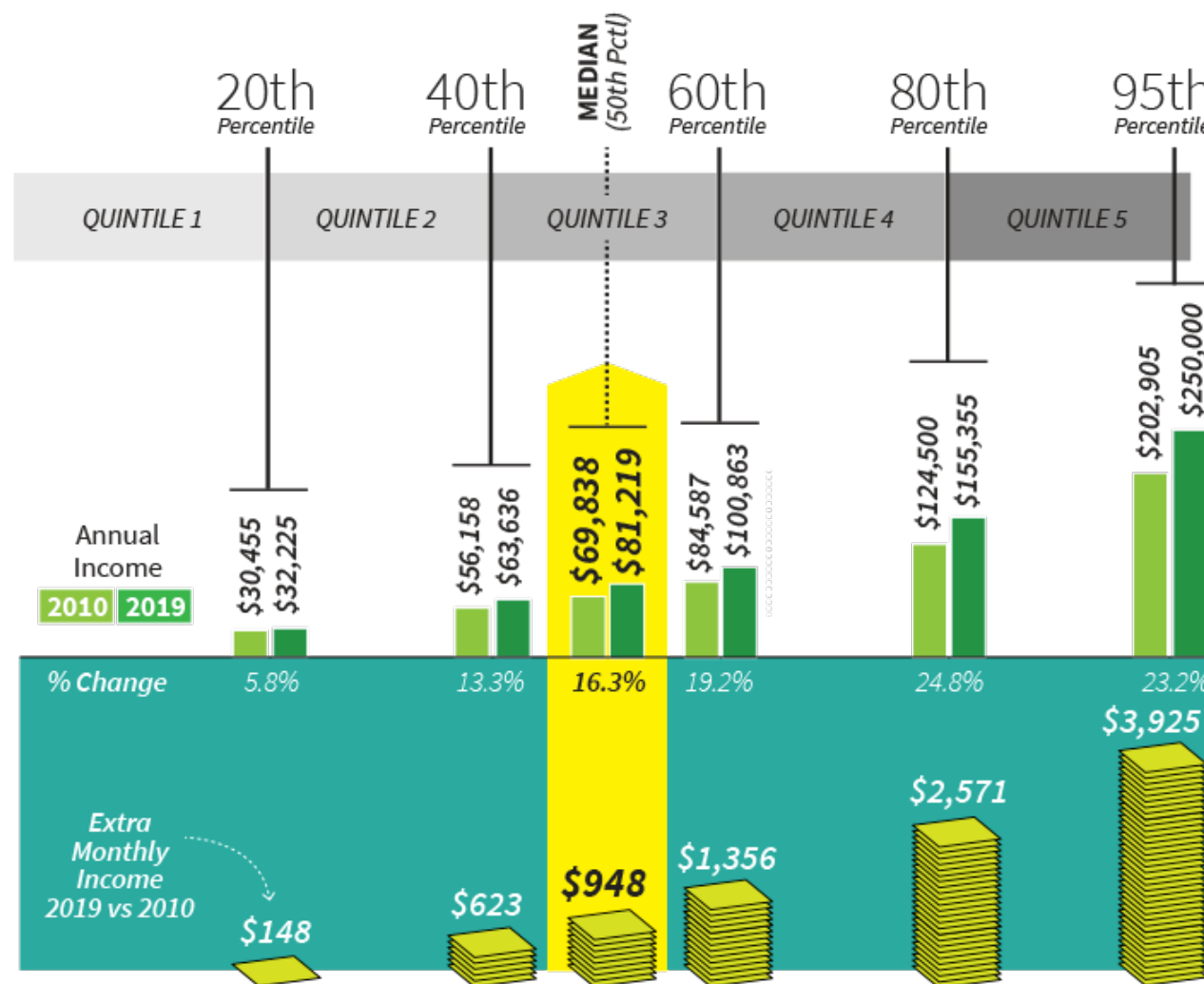


Source: 2000 Census, 2006-2010 and 2015-2019 ACS Five Year Estimates



Widening income gaps influence the market

Dutchess County Income Quintiles, 2010 vs 2019



Source: czb analysis of data from 2006-2010 and 2015-2019 ACS Five Year Estimates



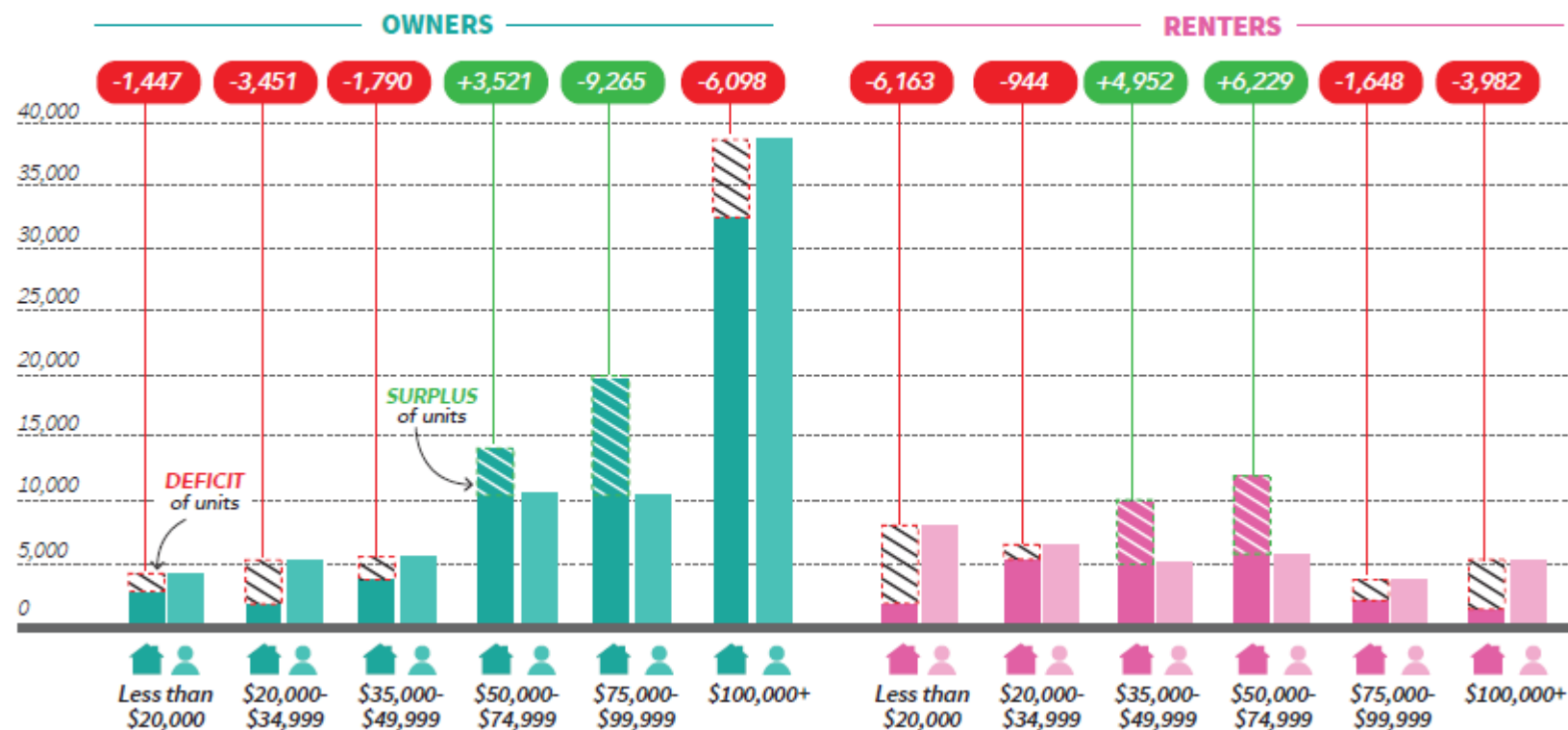
Gap analysis

Gap Analysis for Owner Households
and Renter Households by Income, 2019

UNITS HOUSEHOLDS

DEFICIT OF UNITS

SURPLUS OF UNITS



Strategy Recommendations





Strategy Recommendations



Establish goals to address housing needs

Households with
incomes less than

\$50,000



- Greatest levels of need: **renters earning under \$50,000**
- Focus efforts on addressing the needs of this segment of the market



Strategy Recommendations



Establish goals to address housing needs

What will it take to address the current and anticipated future needs of this segment of the market?

**Total
Catch Up**
2,155
interventions
**to resolve
existing cost
burdens**

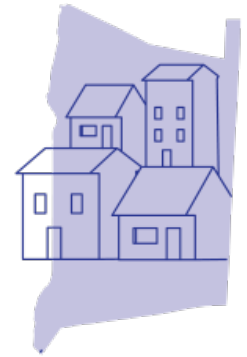


**Incremental
Catch Up**

108
interventions

**PER
YEAR**

**going forward to
address existing and
future housing needs**





Strategy Recommendations



Establish goals to address housing needs



Use a “fair share” approach to allocate additional interventions across Dutchess County

- Based on current distributions of total households, rental households making under \$50,000, and jobs



Suggested fair-share distribution to allocate additional interventions across Dutchess County

Average number of interventions PER YEAR		TOTAL number of interventions over 20 years			
	16	309	Poughkeepsie City		
	5	105	Beacon		
	30	603	Beekman	3	62
			Fishkill	9	171
			East Fishkill	8	168
			Wappinger	10	202
	7	143	Dover	3	62
			Pawling	3	55
			Union Vale	1	26
	33	665	Hyde Park	7	142
			La Grange	5	100
			Pleasant Valley	3	65
			Poughkeepsie Town	18	358
	5	102	Clinton	1	23
			Milan	1	17
			Stanford	1	25
			Washington	2	37
	8	152	Red Hook	4	80
			Rhinebeck	4	72
	4	76	Amenia	2	31
			North East	1	25
			Pine Plains	1	20
108		2,155			



Strategy Recommendations



Develop and use a diverse toolkit



- Create a Dutchess County Housing Trust Fund** to help pay for these additional interventions—and to leverage other public and private resources
- Recommend \$2 million per year



Strategy Recommendations



Develop and use a diverse toolkit

A **Dutchess County Housing Trust Fund** is recommended to support a diverse toolkit that can be adapted to meet the needs and conditions of jurisdictions across the county.

This toolkit may include:



Local site identification and land use updates for new construction



Rehabilitation program for existing rentals



Local inclusionary policies



Subsidies for inclusive units in new, mixed-income developments



Subordinate mortgages to support affordable homeownership



Tax exemption policies



More housing vouchers



City of Beacon City Council Agenda
05/02/2022

Title:

Notice of Meeting Location - May 2, 2022

ATTACHMENTS

[Notice of Meeting Location - May 2, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of May 2, 2022 in the Courtroom at 1 Municipal Plaza, Beacon, NY 12508. The meeting will simultaneously be streamed via Zoom. The public can attend and comment in the Courtroom, or access the meeting via Zoom at

<https://us02web.zoom.us/j/86919893837?pwd=VmFpRVlFT1ZhSkcyRG1Obm1oYlI3QT09>

Webinar ID: 869 1989 3837 Passcode: 441729. To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 869 1989 3837 Passcode: 441729.

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of May 2, 2022 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
05/02/2022

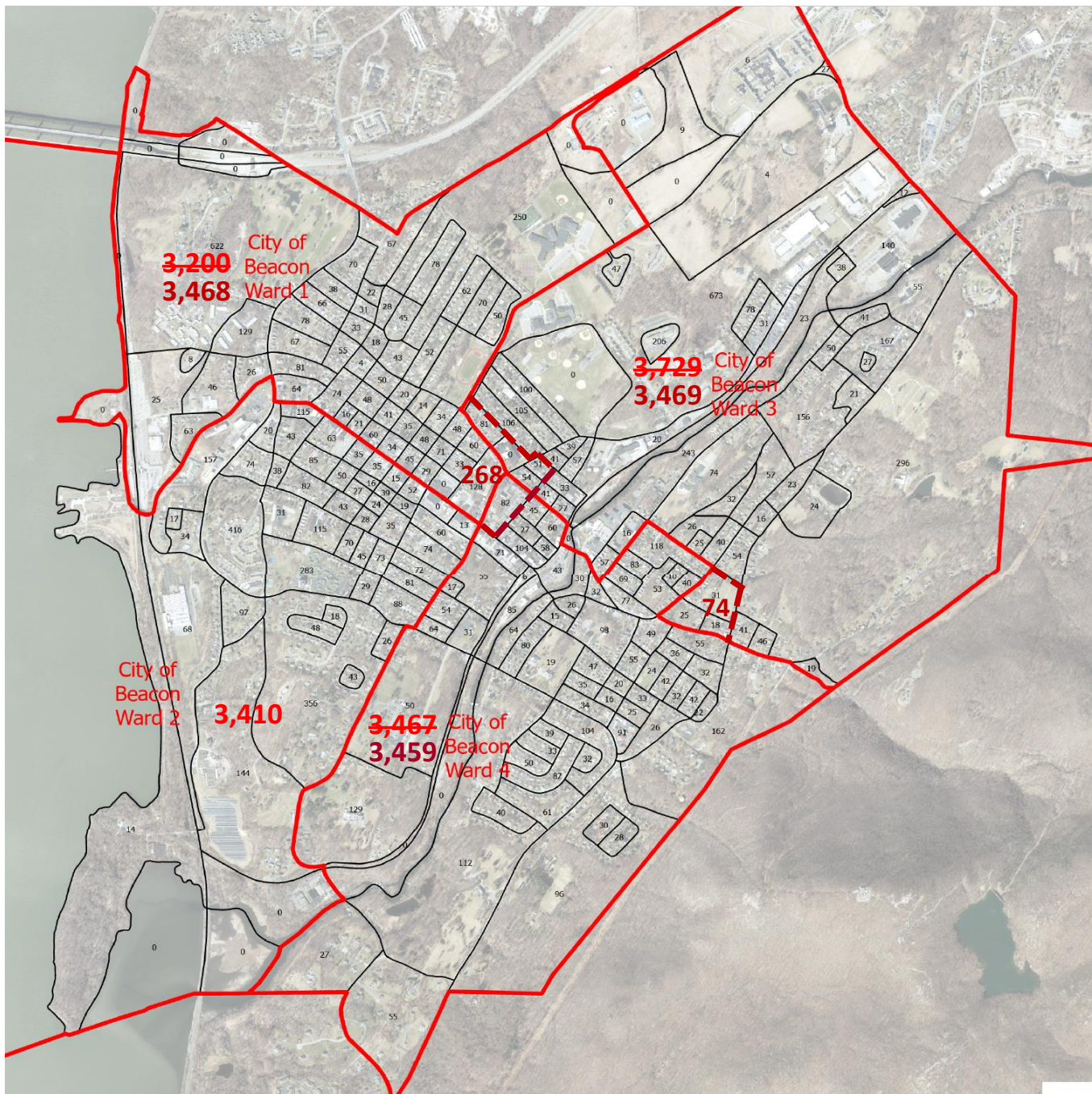
Title:

Public Hearing for a Proposed Local Law to Amend Chapter 5, Section 20 of the Code of the City of Beacon to Amend the City's Ward Boundaries

ATTACHMENTS

2022 Proposed Ward Redistricting

Proposed Local Law to Amend Chapter 5, Section 20 of the Code of the City of Beacon to Amend the City's Ward Boundaries



April 8, 2022

LOCAL LAW NO. ____ OF 2022

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND CHAPTER 5, SECTION 20 OF THE
CODE OF THE CITY OF BEACON

A LOCAL LAW to amend
Chapter 5, Section 20 of the Code
of the City of Beacon to amend
the City's ward boundaries.

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

Section 1. Purpose.

Section 1.08 of the Charter of the City of Beacon and Section 5-20 of the Code of the City of Beacon require the City review and adjust, as appropriate, the boundaries of the City's four wards within six months of the publication of the results of each Federal decennial census. The goal of examining the results of the Federal decennial census to ensure that population shifts have not caused the Wards to become unbalanced or have a discriminatory effect. As a result, the City has prepared a local law to amend the Ward boundaries to ensure that the difference in population between the most and least populous Ward does not exceed five percent of the mean population of all Wards. The Ward boundaries must be adjusted by Local Law, subject to a permissive referendum. The new Wards would become effective with the 2023 election for the term commencing January 1, 2024.

Section 2. Chapter 5, Section 20 of the Code of the City of Beacon entitled "Ward boundaries established," is hereby amended as follows:

The City shall be divided into four wards, the boundaries of which shall be reviewed and adjusted as appropriate within six months after publication of the results of each federal decennial census. The current ward boundaries are as follows (all references to a street refer to its center line; all references to a compass point are approximate):

A. Ward One.

- (1) From the point on the western City boundary where it touches Red Flynn Drive; then
- (2) South on Red Flynn Drive, across the railroad overpass to Beekman Street; then
- (3) Northeast on Beekman Street to North Avenue; then
- (4) South on North Avenue to Main Street; then

April 8, 2022

- (5) East on Main Street to Schenck Avenue; then
- (6) North on Schenck Avenue to Herbert Street; then
- (7) West on Herbert Street to Fishkill Avenue; then
- (8) South on Fishkill Avenue to Kent Street; then
- (9) West on Kent Street to Matteawan Road; then
- (10) North on Matteawan Road to Camp Beacon Road; then
- (11) North on Camp Beacon Road and continuing in the same direction to the northern City boundary; then
- (12) Along the northern and western City boundaries back to the starting point.

B. Ward Two.

- (1) From the point on the western City boundary where it touches Red Flynn Drive; then
- (2) South on Red Flynn Drive, across the railroad overpass to Beekman Street; then
- (3) Northeast on Beekman Street to North Avenue; then
- (4) South on North Avenue to Main Street; then
- (5) East on Main Street to Teller Avenue; then
- (6) South on Teller Avenue to Wolcott Avenue; then
- (7) West on Wolcott Avenue to Sargent Avenue; then
- (8) South on Sargent Avenue to South Avenue; then
- (9) South on South Avenue to the midpoint of Fishkill Creek; then
- (10) South along the midpoint of Fishkill Creek to the southern City boundary; then
- (11) Along the southern and western City boundaries back to the starting point.

C. Ward Three.

- (1) From the point on the eastern City boundary where Pocket Road crosses; then
- (2) West on Pocket Road to East Main Street; then
- (3) West on East Main Street to Depuyster Avenue; then
- (4) North on Depuyster Avenue to Grove Street; then
- (5) West on Grove Street to Liberty Street; then
- (6) South on Liberty Street to East Main Street; then
- (7) West on East Main Street to Main Street; then

April 8, 2022

- (8) North on Main Street to Verplanck Avenue; then
- (9) West on Verplanck Avenue to Schenck Avenue; then
- (10) North on Schenck to Herbert Street; then
- (11) West of Herbert Street to Fishkill Avenue; then
- (12) South on Fishkill Avenue to Kent Street; then
- (13) West on Kent Street to Matteawan Road; then
- (14) North on Matteawan Road to Camp Beacon Road; then
- (15) North on Camp Beacon Road and continuing in the same direction to the northern City boundary; then
- (16) Along the northern and eastern City boundaries back to the starting point.

D. Ward Four.

- (1) From the point on the eastern City boundary where Pocket Road crosses; then
- (2) West on Pocket Road to East Main Street; then
- (3) West on East Main Street to Depuyster Avenue; then
- (4) North on Depuyster Avenue to Grove Street; then
- (5) West on Grove Street to Liberty Street; then
- (6) South on Liberty Street to East Main Street; then
- (7) West on East Main Street to Main Street; then
- (8) North on Main Street to Verplanck Avenue; then
- (9) West on Verplanck Avenue to Schenck Avenue; then
- (10) South on Schenck Avenue to Main Street; then
- (11) West on Main Street to Teller Avenue; then
- (12) South on Teller Avenue to Wolcott Avenue; then
- (13) West on Wolcott Avenue to Sargent Avenue; then
- (14) South on Sargent Avenue to South Avenue; then
- (15) South on South Avenue to the midpoint of Fishkill Creek; then
- (16) South along the midpoint of Fishkill Creek to the southern City boundary; then
- (17) Along the southern and eastern City boundaries back to the starting point.

April 8, 2022

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 5. Severability.

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 6. Permissive Referendum/Referendum on Petition

This Local Law is subject to a referendum on petition in accordance with Municipal Home Rule Law §§ 10(1)(a)(13)(e) and 24 and the procedures outlined in New York Municipal Home Rule Law § 24, and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this Local Law.

Section 7. Effective Date

This Local Law shall be subject to permissive referendum and shall not become operative or effective unless and until (a) 45 days has elapsed after its adoption and no petition protesting against this Local Law has been filed with the City Clerk, or (b) if such a petition is filed, a proposition for the approval of this Local Law has been submitted and received the affirmative vote of a majority of the voters voting thereon. If no petition is timely filed or if a petition is filed and this Local Law is approved, it shall take effect upon filing by the office of the New York Secretary of State.

City of Beacon City Council Agenda
05/02/2022

Title:

Proclamation of May as Mental Health Awareness Month

ATTACHMENTS

[Proclamation of May as Mental Health Awareness Month](#)



Proclamation

DECLARING MAY 2022 AS “MENTAL HEALTH AWARENESS MONTH”

WHEREAS, mental health is essential to the well-being and the vitality of our families, businesses, and communities; and

WHEREAS, mental health conditions are real and prevalent in our nation with 1 out of 5 Americans and 1 out of 5 children affected by mental illness; and

WHEREAS, more people die from suicide in the United States than from traffic accidents and an estimated 22 veterans die from suicide each day; and

WHEREAS, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

WHEREAS, with effective treatment those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, education, compassion, and awareness about mental illness can change negative attitudes and behaviors toward people with mental illness; and

WHEREAS, each business, school, government agency, law enforcement agency, healthcare provider, organization, and citizen share the responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, The City of Beacon does hereby proclaim the month of May 2022, as Mental Health Awareness Month.

As Mayor, I also call upon all City of Beacon citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination and promoting appropriate and accessible services for all individuals.

Signature:  Date: 5/2/2022

Lee Kyriacou
Mayor

City of Beacon City Council Agenda
05/02/2022

Title:

Resolution No. 67 - Authorizing the City Administrator to Execute an Agreement with eMaint Enterprises, LLC for Computerized Maintenance Management System Services

ATTACHMENTS

Draft Agreement with eMaint Enterprises, LLC for Computerized Maintenance Management System Services

Resolution Authorizing the City Administrator to Execute an Agreement with eMaint Enterprises, LLC

**AGREEMENT BETWEEN THE CITY OF BEACON AND
EMAINT ENTERPRISES, LLC FOR COMPUTERIZED MAINTENANCE
MANAGEMENT SYSTEM SERVICES**

This Agreement (the “Agreement”) is made and entered into effective the ___ day of May, 2022 by and between **eMaint Enterprises, LLC (the “CONSULTANT”)**, with offices at 3181 N. Bay Village Court, Bonita Springs, Florida 34135 and the **CITY OF BEACON (the “CITY”)**, a municipal corporation of the State of New York with offices at 1 Municipal Plaza, Beacon, New York 12508 for the purpose of assessing and referring people in need of services within the jurisdiction of the CITY (together, the “Parties”). The Terms and Conditions are as follows:

1. **SERVICES:** The CONSULTANT shall provide development, training, and support for the cloud-based eMaint Computerized Maintenance Management System (“CMMS”) for the CITY’s Wastewater Treatment Plant (the “Services”). The CMMS shall be designed to improve and streamline asset management, work management, inventory tracking, and reporting. The Services shall include the scope of work detailed in Attachment “A” - Development Proposal, which is appended and made part of hereto.
2. **COMPENSATION:** The CITY shall pay the CONSULTANT a fixed fee of TWENTY THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$20,760.00) for the Services in Year 1 of the Agreement. Thereafter, the CITY shall pay CONSULTANT annual fixed fee of FOUR THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$4,740.00) for Years 2 and 3 of the Agreement. CONSULTANT shall issue an invoice to the CITY each year.
3. **TERM:** This Agreement shall commence on June 1, 2022 (the “Effective Date”) and continue until May 31, 2024 unless sooner terminated or amended pursuant to the terms and provisions of this agreement.
4. **TERMINATION:** Either Party to this Agreement may immediately terminate the same, with or without cause, at any time upon at least thirty (30) days written notice to the other. Upon such termination, CONSULTANT shall be paid for all work performed in accordance with this Agreement through the date of termination. Upon any such termination, the Parties shall endeavor in an orderly manner to wind down activities and services performed pursuant to this Agreement.
5. **PERFORMANCE OF SERVICES.** In performing the Services, CONSULTANT shall assign qualified personnel and perform said Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized professional consulting firm performing services of a similar nature. CONSULTANT shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.
6. **INDEPENDENT CONTRACTOR STATUS:** Subject to the terms and conditions of this Agreement, the CITY hereby engages the CONSULTANT as an independent contractor to perform the services set forth herein. The CONSULTANT agrees to be responsible for the payment of all employment taxes and withholdings specified by law, which may be due in regard to compensation by the CITY. The CONSULTANT shall have no claim against the

CITY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. **CONFIDENTIALITY:** CONSULTANT understands that in performing this Agreement it may have access to confidential information in possession of the CITY. CONSULTANT may also have access to confidential information, including information regarding sensitive, confidential or internal CITY matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to CONSULTANT through any activity related to this Agreement. CONSULTANT agrees it, its officers, directors, employees and/or agents shall not reveal, publish, discuss, disclose or communicate the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement. CONSULTANT understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. CONSULTANT agrees that if it receives a subpoena for divulgence of confidential information, it shall notify the CITY prior to divulging the same. The Parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement.
8. **INTELLECTUAL PROPERTY:** CONSULTANT AND CITY acknowledge and agree that all data, files and specific materials provided by the CITY to the CONSULTANT are owned exclusively by the CITY. Ownership rights do not extend to CONSULTANT's proprietary applications and/or third-party proprietary applications or services (if applicable).
9. **INDEMNIFICATION:** To the fullest extent permitted by law, the CONSULTANT shall indemnify, hold harmless and defend the CITY and its respective elected officials, agents, officers, and employees from and against any and all losses, damages, detriments, suits, claims, demands, liabilities, costs and charges, including attorneys' fees and disbursement that (i) arise from or are in any way connected with this Agreement; (ii) arise from or are in any way connected with any act or omission of CONSULTANT'S employees or invitees; (iii) result from any default of this Agreement or any provision hereof by CONSULTANT; or (iv) result from the presence of CONSULTANT or CONSULTANT's employees' property or equipment on CITY property. CONSULTANT'S obligations under this paragraph shall survive the revocation or termination of this Agreement. The obligation of the CONSULTANT to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the CONSULTANT.
10. **NON-ASSIGNMENT:** This Agreement may not be assigned, transferred, or pledged by the CONSULTANT without the written consent of the CITY, which consent may be withheld at the discretion of the CITY.

11. NO DISCRIMINATION: The CONSULTANT agrees for itself, and its successors and assigns that the CONSULTANT shall not discriminate in the performance of its obligations under this Agreement upon the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status.

12. INSURANCE:

- a. Prior to commencement of any services, the CONSULTANT shall, at its sole expense, maintain the following insurance on its own behalf:
 - i. Workers' Compensation and Employers' Liability Insurance, covering operations in New York State. Policy shall include all employees, volunteers, owners/partners and provide statutory Workers Compensation limits..
 - ii. General Liability Insurance, with limits of no less than One Million Dollars (\$1,000,000) for bodily injury and One Hundred Thousand Dollars (\$100,000) for property damage or a combined limit of One Million Dollars (\$1,000,000). The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents shall be waived. "Additional Insured" status shall be granted to "The City of Beacon, 1 Municipal Plaza, Beacon, NY 12508 and its agents, officers, volunteers, directors and employees" and included in a waiver of subrogation endorsement.
 - iii. Cyber liability or professional errors & omission insurance, with less than \$2,000,000 per claim and annual aggregate, covering acts, errors, omissions, negligence, infringement of intellectual property and network risks (including coverage for unauthorized access of Personal Identifiable Information (PII), failure of security of PII, breach of privacy, as well as notification costs for breaches of PII and regulatory defense) in the performance of services for the municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement.
- b. The CONSULTANT shall furnish to the CITY Certificates of Insurance, evidencing that the above insurance requirements have been met, prior to commencement of any services. The CONSULTANT shall name the CITY, its officers, officials and employees as an Additional Insured on the Consultant's insurance policies, with the exception of workers' compensation. The CITY shall be listed as an Additional Insured. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the CITY. Policies that lapse and/or expire during term of work shall be recertified and received by the City no less than thirty (30) days prior to expiration or cancellation.

- 13. CHOICE OF LAW, VENUE:** This Agreement and the rights and obligations of the Parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the Supreme Court, State of New York, County of Dutchess or the U.S. District Court for the Southern District of New York. The Parties hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement.
- 14. NOTICES:** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the Parties at the addresses first set forth above or to such other person or address as a Party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.
- 15. ENTIRE AGREEMENT:** This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.
- 16. COUNTERPARTS:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
- 17. WAIVER:** No waiver made by either Party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.
- 18. SEVERABILITY:** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of New York.

19. NON-ASSIGNMENT: This Agreement may not be assigned, transferred or pledged by CONSULTANT without the written consent of the CITY, which consent may be withheld at the discretion of the CITY.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Paragraph 3 above.

EMAINT ENTERPRISES, LLC

CITY OF BEACON

Name:
Title:
Date: _____

Name: Christopher White
Title: CITY ADMINISTRATOR
Date:_____



Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Initial Term Start: 4/1/2022

Prepared By: Brian Phillips

Email: brian.phillips@fluke.com

eMaint Subscription and Services

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
Professional Edition User	Professional Edition Annual Subscription includes: - 24/7 access, daily data backups, automatic system updates and upgrades - Designated Customer Success Manager/Account Manager for the full term of your contract - Toll-Free Access with Priority Response - Unlimited technical helpdesk support via phone, live chat & email - eMaint University unlimited access (e-learning & reliability portal) - Choice of Work Requester Options - Look & feel Branding option - "Sandbox" staging account - Advanced storeroom features - Integrated Document Storage feature (includes 100GB of storage) - Experience Center Access	Recurring	USD 1,020.00	3.00	USD 3,060.00
X4 Tech Select (Technician Limited User License)	X4 Tech Select (Technician Limited User License) Annual Subscription includes: - Access to MX Mobile, a wireless mobile version of eMaint for use with mobile devices, such as tablets, smart phones and bar code scanners. [MX Mobile functionality provides a limited feature set and not all features available in the full version are available in the mobile/tech solution. Features most notably absent are: Access to saved/hard filters, multiple forms, purchasing, reports and eMaint University]	Recurring	USD 240.00	7.00	USD 1,680.00

Initials of Signer: _____

2021 Fluke Confidential
Document



Subscription and Order Form

Created Date 3/14/2022

Quote Number Q-107668

Contact Name David Tavernier

Customer City of Beacon NY

Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
Advanced Implementation Onboarding Service	This service is delivered remotely. Your Customer Success Manager in conjunction with eMaint's team of certified and trained implementation experts perform the following over an 8-week period: • Pre Implementation Planning Call • Project Welcome Call (video conference) with client stakeholder team • Develop your implementation timeline and manage the implementation process and activities • eMaint University set-up and overview of course assignments and course recommendations for you and your users • Users/User Rights guidance • System setup and configuration to align the system to your business processes, examples include, filtered list views, form design for work requests, work orders, contacts, assets, parts, purchasing and PMs, up to 15 custom workflows • Configure basic dashboards and reports • Setup your Sandbox test environment • Test configurations • Remote overview with your Implementation Specialist on the configurations that have been applied to your eMaint system • Assist you in defining initial reports and dashboards • Plan your go-live activities and process • Import Initial Data provided - from eMaint Data Import Template The Implementation is a continuous multi-week event and includes a scheduled one-hour meeting each week, with your Implementation Specialist, to review completed items, discuss Implementation milestones and assign action items.	Non-Recurring	USD 5,020.00	1.00	USD 5,020.00

Initials of Signer: _____

2021 Fluke Confidential
Document



Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
On-Site Project Kickstart	On-site Visit from your CMMS Professional Services Consultant to "kickstart" the Initial Implementation. This is a 4-day initiative. The Kickstart Agenda may include some or all of the following activities, depending on customer readiness: - Project Kick-Off Meeting and Discovery Session - Structuring of Asset Hierarchy - Maintenance Coding - eMaint Data Import Sheet Review (verify data aligns with the standard tables in eMaint for Assets, PM Tasks, Contacts, Parts, Work) - Import Initial Data (if available) - Default Form Creation / Basic Configuration - Develop a project tracker/punch list, which will be handed off to client's remote Implementation Specialist for continued managed services activities (if applicable). Agenda to be presented to the client prior to on-site visit. (Client confirmation is requested) Travel related expenses for On-site services are additional and billed as incurred.	Non-Recurring	USD 8,000.00	1.00	USD 8,000.00
Remote Training	Remote, live web training. Agenda to be confirmed with client prior to delivery. Two-Day Training (16 hours) can be delivered: • In two 8-hour days • In two 5-hour days + One 6-hour day Three-Day Training (24 Hours) can be delivered: • In three 8-hour days • In four 6-hour days	Non-Recurring	USD 1,000.00	3.00	USD 3,000.00

eMaint Subscription and Services DISCOUNT:	USD 5,230.00
eMaint Subscription and Services Year 1 Total:	USD 20,760.00

Initials of Signer: _____

2021 Fluke Confidential
Document



Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Travel and Budgetary

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
Travel Expenses	Travel and related expenses for on-site visit. Estimated Travel Expenses # Estimated travel expenses are based on a rate of \$1,500 for the first day of travel and \$250 for each additional day of an engagement. This allows for expenses for airfare, hotel, car rental, and per diem.	Non-Recurring	USD 562.50	4.00	USD 2,250.00
Travel and Budgetary Year 1 Total:					USD 2,250.00

Subscription Total: USD 30,240.00

Subscription Term

Initial Term (Months): 36
The initial subscription term will run through the last day of: 3/31/2023

Renewal Term

Renewal Term (Months): 12

Payment Terms and Schedule

Payment Frequency Annual Payment Terms Net 30

3 Year Subscription Agreement Total USD 30,240.00

Year 1 Amount: USD 20,760.00	Year 1 Details: Year 1 - Licensing and Implementation
Year 2 Amount: USD 4,740.00	Year 2 Details: Year 2 - Licensing
Year 3 Amount: USD 4,740.00	Year 3 Details: Year 3 - Licensing

Initials of Signer: _____

2021 Fluke Confidential
Document



Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Usage Rights

Customer is licensed to use eMaint products and services for the Subscription Term and Quantities as defined in the pricing table above.

Additional Terms

This offer is expressly conditioned upon and subject to the eMaint Enterprises LLC (eMaint) terms referenced herein and referenced on the eMaint.com website at <https://www.emaint.com/terms>. It is expressly agreed that any terms and conditions in Customer's Order and/or acknowledgement of acceptance which are different from or contrary to eMaint's Terms shall be of no force nor effect unless modified and agreed to in writing by an authorized eMaint representative.

If on-site services are included in this order, travel and living expenses will be billed separately. Users may be added after order is signed by contacting eMaint. eMaint will pro-rate the fees of additional users to your existing subscription term.

Renewal Terms will automatically initiate at the end of the preceding (Initial or Renewal) Term and continue for the number of months set forth above. Either party may terminate this Agreement at the end of any (Initial or Renewal) Term by providing the other party written notice of termination at least 10 days prior to the end of such period. By signing below, you indicate that you agree to the subscription terms and pricing above and that you are authorized and empowered by the Subscriber to execute and deliver this Agreement for and on behalf of the Subscriber.

Agreement is effective upon signature. Unsigned agreements will expire 30 days from create date.

Customer listed at top of form represents that its signatory below has the authority to bind Customer to the terms of this Order and the Agreement. The terms of this Order are eMaint Confidential Information.

Initials of Signer: _____

2021 Fluke Confidential
Document



Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Payment Method

Please indicate your payment preference:

Do you prefer to have a copy of
the invoice emailed to you?

P.O.

Yes

Credit Card

No

Purchase Order Number: _____

Please include a copy of your Purchase Order with your signed agreement

OR

Credit Card Information:

Unless otherwise agreed to, the credit card used for this transaction will be the same credit card used for the renewal transaction on the last day of the current subscription term.

Visa American Express
MasterCard Discover

***Please note that the credit card owner will be contacted at the time of invoicing to obtain verbal authorization and complete credit card details for processing payment.**

Last 4 of Credit Card Number: _____

Cardholder Name: _____

Cardholder Phone: _____

Initials of Signer: _____

2021 Fluke Confidential
Document



Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Signature and Acceptance

Please complete this section of the form, sign it, and return via email to sales@emaint.com OR via fax at 253-323-6353.

Accounts Payable Name: _____

Accounts Payable Email: _____

Accounts Payable Phone: _____

Date: _____

Name: _____ Title: _____

Email: _____

Signature: _____

BY SIGNING ABOVE, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, THAT YOU KNOW AND UNDERSTAND THE MEANING AND INTENT OF THIS AGREEMENT AND AGREE TO THE TERMS AS STATED WITHIN THIS DOCUMENT AND REFERENCED ON THE EMAINT.COM WEBSITE AT <https://www.emaint.com/terms/>

This offer is expressly conditioned upon and subject to the eMaint Enterprises LLC (eMaint) terms referenced herein and referenced on the eMaint.com website at <https://emaint.com/terms/>. It is expressly agreed that any terms and conditions in Customer's Order and/or acknowledgement of acceptance which are different from or contrary to eMaint's Terms shall be of no force nor effect unless modified and agreed to in writing by an authorized eMaint representative.

Initials of Signer: _____

2021 Fluke Confidential
Document



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 67 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH EMAINT ENTERPRISES, LLC FOR COMPUTERIZED
MAINTENANCE MANAGEMENT SYSTEM SERVICES**

WHEREAS, the City of Beacon desires development, training, and support for a cloud-based eMaint Computerized Maintenance Management System for the Wastewater Treatment Plant; and

WHEREAS, eMaint Enterprises, LLC (“eMaint”) provides the above services and is willing and able to extend the same to City of Beacon.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with eMaint for the development, training, and support for a cloud-based eMaint Computerized Maintenance Management System for the Wastewater Treatment Plant, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 67 of 2022			Date: May 2, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/02/2022

Title:

Resolution No. 68 - Authorizing the City Administrator to Execute an Agreement with Mitchell Associates Architects, PLLC for Architectural Design Services for Tompkins Hose Firehouse

ATTACHMENTS

[Draft Agreement with Mitchell Associates Architects, PLLC for Architectural Design Services for Tompkins Hose Firehouse](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with Mitchell Associates Architects, PLLC](#)

DRAFT AIA® Document B101™ – 2017***Standard Form of Agreement Between Owner and Architect***

AGREEMENT made as of the day of **May** in the year **2022**

BETWEEN the Architect's client identified as the Owner:

**The City of Beacon
One Municipal Plaza
Beacon, NY 12508**

and the Architect:

**Mitchell Associates Architects, PLLC
29 Thacher Park Road
Voorheesville, NY 12186**

for the following Project:

Renovation and addition to the Tompkins Hose Fire Station in accordance with the drawings attached as Exhibit A. The Architect is only authorized to provide the Design Development services set forth in Section 3.3 to Owner at this time. Subsequent phases will be authorized by the Owner by amendment to this agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

The program is described by the schematic drawings attached as Exhibit A

§ 1.1.2 The Project's physical characteristics:

Architect will arrange for a survey, geotechnical borings and a test well to evaluate the potential for the use of ground source heat pumps. If no environmental studies of the building and site have been done, Architect will arrange for these. Owner will pay the costs of these tests. Tasks related to obtaining additional traffic control devices on RTE. 9D will be an additional service.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The current budget for the project is \$11,000,000, including hard and soft costs. It is understood that the construction market is erratic at this time, and adjustments to the hard costs may be required.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Construction documents to be complete by the end of 2022

.2 Construction commencement date:

Construction starts in Spring, 2023

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

NA

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

An energy efficient, all electric building. Ground source heat pumps will be evaluated for the Owner to choose.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

**Christopher White
City Administrator
One Municipal Plaza
Beacon, NY 12508
O: 845-838-5009
cwhite@cityofbeacon.gov**

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Surveyor:

TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

**Robert Mitchell
29 Thacher Park Road
Voorheesville, NY 12186**

(518) 765-4571
bob@mitchell-architects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Craig Maloney, P.E.
3 Benedict Court
Ballston Spa, NY 12020
O: 518-584-9944
C: 518-495-4096
camaloney@nycap.rr.com

.2 Mechanical/Electrical/Plumbing/Fire Protection Engineer:

John Trombino
Gerard Associates Consulting Engineers P.C.
23 Main Street
Goshen, NY 10924
O: 845-291-1272
C: 845-494-8800
jtrombino@gerardassociates.com

.3 Civil Engineer:

Jeff Contelmo
Insite Engineering, Surveying & Landscape Architecture, P.C.
3 Garrett Place
Carmel, NY 10512
O: 845-225-9690
JContelmo@InSite-Eng.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement and under the Contract Documents. The Architect may demand assurance in writing of the Owner's ability to satisfy the foregoing obligation, such as a certified statement of an accounting professional. The Owner's failure to provide such reasonable assurances shall be grounds for termination of this Agreement by the Architect.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.4.1 Commercial General Liability with policy limits of not less than **One Million (\$1,000,000)** for each occurrence and **Two Million (\$2,000,000)** in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million (\$1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.4.1 and 2.4.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits not less than **One Million (\$1,000,000)** each accident, **One Million (\$1,000,000)** each employee, and **One Million (\$1,000,000)** policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million (\$1,000,000)** per claim and **One Million (\$1,000,000)** in the aggregate.

§ 2.4.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.4.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. Revisions are needed if the Owner is providing the estimate.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Observations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an observation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site reviews to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct field reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final field review indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's reviews shall be conducted with the Owner, or with detailed correspondence to the Owner if the Owner is not present for the review, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, previously completed
§ 4.1.1.2 Multiple preliminary designs	Architect, previously completed
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Owner to retain geotechnical & environmental engineer
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect, limited to materials and colors
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect, bi-weekly observations
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Required of Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect, On-Site review, at one year post C.O.
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Per Wickes Law
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, limited
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
§ 4.1.1.31 City/Town approval process	Architect, on an hourly basis – see 4.1.2.1 below

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below. The Owner shall compensate the Architect on an hourly basis for all work associated with the City/Town approval process. This work shall include, but not be limited to, Planning Board, Zoning Board, City/Town Board meetings, workshop meetings, neighborhood association meetings, and all graphics and renderings required for the approval process and Owner's marketing needs. The quantity and length of meetings and approval

process is unknown at this time. However, Architect will come to up to 4 public meetings, whose cost is included in this agreement.

§ 4.2 Architect's Additional Services

The Architect, and/or the Architect's consultants, may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, and/or the Architect's consultants any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect, and/or the Architect's consultants, to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, samples, payment requisitions and similar submittals of the Contractor
- .2 **Twenty-Eight (28)** visits to the site by the Architect during construction
- .3 **Two (2)** field reviews for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Two (2)** field reviews for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **Twenty-Four (24)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ - 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as

the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work that was determined at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3 unless the redesign is necessary due to the fault of the Architect. However, such fault shall not include market conditions not reasonably anticipated by the architect. If the Owner chooses to proceed under Section 6.6.2, the Owner shall compensate the Architect for time and material expenditures for a project rebid. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. **To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's.** The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. **Pending the resolution of any dispute, the Architect shall continue to perform its obligations under this Agreement and the Owner shall continue to make payments of all amounts due the Architect. Failure of Owner to make payment shall entitle the Architect to suspend services pursuant to §9.1 of the Contract.**

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The parties agree that prior to commencing a lawsuit against the other party with respect to any claim arising out of this Agreement, they will submit the issues in dispute to a mutually acceptable mediator for the purpose of seeking to resolve the dispute. The parties shall share the mediator's fee. If the attempt to mediate a settlement is not successful, either party may thereafter resort to litigation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

☒ Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction. The parties waive their respective rights to a trial by jury.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New York.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. All certifications made by the Architect shall be based on "the best of their knowledge, information and belief" whether or not so stated in the certification.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

One Million and Sixty-Nine Thousand Dollars (\$1,069,000.00), with the following exception:

At this time, it is not known what heating & cooling system is going to be used. The Mechanical Engineer's fee assumes a conventional gas fired heating system, with the following assumed bid values:

- HVAC - \$1,291,078
- Electrical - \$1,372,917

To the extent that the selected HVAC system results in bids that exceed the above values, the fee for the Mechanical Engineer will be increased by 7% of the bid amount that is in excess of the above values.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Time and materials according to the hourly rates in section 11.7, below.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Time and materials according to the hourly rates in section 11.7, below.

§ 11.4

Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	NA	percent (	NA	%)
Design Development Phase	\$250,000	percent (	23.4+/-	%)
Construction Documents Phase	\$435,000	percent (	40.7+/-	%)
Procurement Phase	\$34,000	percent (	3.2+/-	%)
Construction Phase	\$350,000	percent (	32.7+/-	%)
Total Basic Compensation	one hundred	percent (	100	%)

The work of this agreement will be limited to the Design Development Phase. Subsequent phases will be authorized by amendments to this agreement.

The Architect will arrange for the work of the consulting surveyor, geotechnical engineer and any needed testing services. The City will enter agreements with these entities whereby the Architect will pay the consultants invoices, and will in turn invoice the City, with no markup.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

<u>Employee or Category</u>	<u>Rate</u>
Principal Architect	\$225.00/hour
Project Manager	\$190.00/hour
Senior Technician	\$180.00/hour
Draftsperson	\$150.00/hour
Support Staff	\$140.00/hour

Hourly rates will increase automatically on January 1, 2023, and each January thereafter at a rate of \$5.00/hour per each category as listed above.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence **will be billed at cost without markup described elsewhere in this Article 11. Mileage will be billed at the current federally recognized rate without any markup described elsewhere in this Article 11;**
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents not printed in-house;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent (**0%**) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Zero** (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days of Owner's receipt of the Architect's invoice. Amounts unpaid **Sixty (60)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12% (Twelve percent per annum)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.11 If the Owner accepts a budget that exceeds the initial amount stipulated in Article 1.1.3, then the Architect's compensation shall be equitably increased. The amount of increase shall be calculated as the same percentage of the Architect's fee as calculated in correlation to the initial budgeted amount.

§ 11.12 The Owner shall back charge the Contractor in the form of a Deduct Change Order, and pay the architect for all of the Architect's time and costs necessary to address any of the following actions by the Contractor or any of its subcontractors:

- .1 contractor induced delays;
- .2 faulty work;
- .3 lack of performance
- .4 failure to provide adequate supervision
- .5 incomplete or unacceptable submittals that require more than two (2) reviews
- .6 failure to perform close-out tasks in a timely manner
- .7 the submission of claims for contract extension, delays, or change orders that are rejected.
- .8 Construction Document revisions and/or design services required based on Contractor's request for a product substitution

Additionally, in the event of termination of the contractor the specification will clearly state that the contractor will be responsible for the cost of additional services provided by the architect resulting from the contractor being terminated.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect, Architect's Consultants, its agents and employees for all expenses, loss, damages and claims, including reasonable attorney's fees arising out of the negligent acts, errors, or omissions of the Owner, its consultants, contractors, or anyone acting on their behalf. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its officers, employees, volunteers and agents for all expenses, damages and claims, including reasonable attorneys' fees, loss, damages, or claims arising out of the negligent acts, errors, or omissions of the Architect, its agents, employees, consultants or contractors.

§12.2 To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's.

§12.3 The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of the services and work or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement.

§12.4 Limitation of Liability: The liability of the Architect and the Architect's Consultants for actions, damages, claims, demands, judgments, losses, costs or expenses arising out of or resulting from the Architect's or its Consultants' negligent acts, errors, or omissions, is limited to the Architect's fee collected pursuant to this Agreement.

§12.5 Hazardous Materials: The Owner shall be responsible for the detection of any and all toxic or hazardous substances which may be encountered on the site. However, if the Architect reasonably believes that a substance is either toxic or hazardous, the Owner shall be notified immediately. The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance and, in the event such material or substances are found to be present to verify that it has been rendered harmless. The Owner shall furnish in writing to the Architect the names and qualifications of the persons or entities who are to perform tests verifying the presence or absence of such materials or substances or who are to perform the task (s) of removal or safe containment of such material or substance. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect, the Architect's Consultants, its agents and employees from any expense, loss, damage, and/or claim, including reasonable attorney's fees, arising out of the presence of such toxic or hazardous substance, provided that such damage, loss, or expense, is not due to the sole negligence of the Architect.

§12.6 If the Architect or its consultants determine that physical testing or selective demolition is required to verify existing conditions, the Owner shall bear the costs of such testing.

§12.7 It is expressly understood that the evaluation of existing conditions requires that certain assumptions be

made by the Architect and that certain assumptions cannot be verified without expending additional sums of money or otherwise destroying portions of the building. As such, the Owner agrees that the Architect shall not be liable for assumptions made in connection with existing conditions. Furthermore, to the extent that the Architect is provided with any information, including but not limited to, drawings, specifications, or studies, the Architect may reasonably rely on said information in the performance of services. To the extent that the information provided to the Architect is inaccurate, contains errors or omissions, the Architect shall have no liability in connection with the information provided or for any damages resulting therefrom. The Owner further agrees, to the fullest extent permitted by law, that the Owner shall indemnify and hold harmless, the Architect, the Architect's consultants, its agents and employees for any expense, loss, damage, and/or claim, including reasonable attorney's fees arising out of the Architect's reliance of this information.

§12.8 The Architect may assist the Owner by providing standard bid documents and contracts for construction. These documents and contracts have important legal consequences, and the Owner shall consult with an attorney to review and approve any bid documents or contracts since the Architect cannot and will not offer legal advice.

§12.9 Contract Administration Phase (CA) assumes that the construction (including Project Close-out) will be completed within Fourteen (14) months. If the work extends beyond that time, our services will be provided for a monthly fee of Eighteen Thousand Dollars (\$18,000.00). The fee will be prorated to account for partial months.

§12.10 This Agreement may be terminated by the Architect upon not less than seven (7) days written notice to the Owner for the Architect convenience and without cause. In the event the Architect elects to terminate this Agreement for convenience, the Architect shall be paid for all services and expenses incurred as of the date of the termination for convenience. The Owner shall be permitted to use the Architect's drawings in accordance with the provisions contained herein solely for the purpose of completing the project. The Owner's obligation to defend, indemnify and hold harmless the Architect, as noted in this Agreement shall remain in full force and effect and extend to any claims that may arise after the termination for convenience.

§12.11 If a court having jurisdiction over the subject matter of this Agreement shall determine that any one or more of the provisions are illegal, void, or otherwise unenforceable as a matter of law, that such provision(s) shall be severed from this Agreement and the balance of this Agreement shall be given full force and effect to accomplish the intention of the parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 **Exhibit A – Approved schematic plans, elevations and site plan.**

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Christopher White

ARCHITECT *(Signature)*

Robert Mitchell, President



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 68 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH MITCHELL ASSOCIATES ARCHITECTS, PLLC FOR THE
RENOVATION AND ADDITION TO THE TOMPKINS HOSE FIRE STATION**

WHEREAS, the City of Beacon desires architectural plans for the Renovation and addition to the Tompkins Hose Fire Station; and

WHEREAS, Mitchell Associates Architects, PLLC provides the above services and is willing and able to extend the same to City of Beacon.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with Mitchell Associates Architects, PLLC for architectural plans for the Renovation and addition to the Tompkins Hose Fire Station, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 69 of 2022			Date: May 2, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/02/2022

Title:

Approval of Minutes - April 18, 2022

ATTACHMENTS

[Approval of Minutes - April 18, 2022](#)



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**April 18, 2022
7:00 PM
Draft City Council
Minutes**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Screening of the Beacon Compost Drop Site Video](#)

[Community Investment Program Applications and Recommendations](#)

Public Comment

[Notice of Meeting Location - April 18, 2022](#)

Reports: Mayor, City Council, and City Administrator

1. [Proclamation of April as Autism Awareness Month](#)
2. [Proclamation of April 29, 2022 as Arbor Day](#)

Local Laws and Resolutions

1. [Resolution No. 62 - Appointing Richard Figueroa to the Position of Heavy Motor Equipment Operator](#)

Motion to pass the resolution by
Councilmember Mansfield.

Second by Councilmember Longno.

Motion passes 7 – 0.

2. [Resolution No. 63 - Approving the Appointment of Kate Stryker to the Tree Advisory Committee](#)

Motion to pass the resolution by

Councilmember Wake.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

3. [Resolution No. 64 - Setting a Public Hearing to Amend Chapter 5, Section 20 of the Code of the City of Beacon to Amend Ward Boundaries](#)

Motion to pass the resolution by

Councilmember Mansfield.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

4. [Resolution No. 65 - Resolution Supporting the Proposed New York State Build Public Renewables Act](#)

Motion to pass the resolution by

Councilmember McCray.

Second by Councilmember Wake.

Motion passes 7 – 0.

5. [Resolution No. 66 - Authorizing the City Administrator to Execute an Agreement with Architecture, Engineering, and Land Surveying Northeast, PLLC for Development of a Lake Management Plan for the City of Beacon Drinking Water Reservoirs](#)

Motion to pass the resolution by

Councilmember Longno.

Second by Councilmember Wake.

Motion passes 7 – 0.

Approval of Minutes

1. [Approval of Minutes - April 4, 2022](#)

Motion to pass the resolution by

Councilmember Rhodes.

Second by Councilmember McCray.

Motion passes 7 – 0.

2nd Opportunity for Public Comments

Adjournment

Motion to adjourn by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.