



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 4, 2022
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

[Notice of Meeting Location - April 4, 2022](#)

Public Hearings

Reports: Mayor, City Council, and City Administrator

1. [Community Quarterly - Session One Outline](#)

Local Laws and Resolutions

1. [Resolution No. 58 - Ratifying Paolo Foscolo, Peter Stropoli, and Gavin Coughlin to the City of Beacon Fire Department](#)
2. [Resolution No. 59 - Appointing Kimberly Marra-Choffo to the Position of Deputy City Clerk](#)
3. [Resolution No. 60 - Authorizing the City Administrator to Execute an Agreement with High End Automotive, Inc. for Vehicle Towing Services](#)
4. [Resolution No. 61 - Authorizing the City Administrator to Execute an Agreement with C.R.P. Sanitation, Inc. for Organic Waste Pick-Up and Composting](#)

Approval of Minutes

1. [Approval of Minutes - March 21, 2022](#)

2nd Opportunity for Public Comments

Adjournment

City of Beacon City Council Agenda
04/04/2022

Title:

Notice of Meeting Location - April 4, 2022

ATTACHMENTS

[Notice of Meeting Location - April 4, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of April 4, 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 April 4, 2022 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
04/04/2022

Title:

Community Quarterly - Session One Outline

ATTACHMENTS

[Community Quarterly - Session One Outline](#)

Community Quarterly | First Session

Hosted by the Beacon City Council

OUTLINE | Updated for Meeting Monday, April 4, 2022

BACKGROUND

As part of the 2022 Agenda set forth by the City Council in our Jan 10th meeting ([link here](#)) and discussed in subsequent meetings, we planned for 4 public forums sessions with the following themes:

- 1st (late March): Community Safety & Police Reform
- 2nd (late June): Budget (operating budget) and Capital Plan (late April, early May) (perhaps separate
- 3rd (late September): Climate Goals + Green Infrastructure
- 4th (early December): TBD

Since there is no set template for this kind of event, we have taken some additional time to decide how best to execute these forums. Special thanks to Ecological Citizens Project ([Hudson Valley Community Congress](#)) for the initial framework for this initiative.

3 Goals this framework was built around, agreed to by City Council in March 2022

1. ACCESSIBILITY: Keep the barrier to entry/participation as low as possible. There are two tiers of involvement in this model, 1) craft and present an idea 2) read and vote on what you think the best ideas are
2. ENGAGEMENT: Gather ideas and feedback, not just pitching our own ideas to the public. But still must provide some basic information and framing to the question/topic.
3. FOLLOW-THROUGH: frame this in a way that we can follow-through on ideas whether that is through a direct action by the Council or referral to a relevant body that can better execute that solution.

DRAFT QUARTERLY FRAMEWORK

(4-8 week process, for us to determine)

Step 1: TOPIC

When: Refined for final approval on Apr 4

How: Discussed and gave ideas in Mar 28 Workshop meeting. Individually and as a group, as Councilmembers who are ultimately making the policy decisions about Community Safety & Police Reform, what is it that we really want to know from the Public about this topic?

What:

Central Question DRAFT:

- What is a key aspect of Community and Public Safety that is missing or requires improvement and that the City should provide?

Background Paragraph DRAFT:

The Council of the City of Beacon recognizes that multiple services and resources live under the umbrella of Community and Public Safety. These include the police as well as healthcare, food, housing, and recreational resources. Together, these areas of life encourage critical community connections, a sense of unity and belonging that are critical to our shared safety. In this first Community Quarterly, the Council seeks to hear from Beaconites about what Community Safety means to them specifically, and what the City can do to meet those needs and ensure we all feel safe and are able to thrive here.

Step 2: COMMUNITY IDEAS/SOLUTIONS

When: Week 1-3

What: Solicit ideas/answers from the Public to our Central Question.

Criteria for Submissions:

- Must be lead by an individual Beacon resident or Beacon-based group or organization, including City Committees and Departments if they so chose
- Ideas need to be submitted in advance of the Forum Event
- Ideas must both point out a need or address the central question And offer a solution
- Offered solutions must able to be summarized in 1-2 sentences (or a word-count)
- Offered solution must be within the scope of Beacon municipal government, to the best knowledge of the submitter

How:

Collect Submissions through a simple form (both digital and paper options)

- Name of Individual/Group
- 1-2 sentence Solution
- 3-5 sentence further explanation of the Solution
- Option to submit further support materials
- Name of Individual to present solution at Event
- NOTES:
 - Submissions due 1 week prior to event to allow time for ideas to be evaluated by City Attorney for feasibility
 - May ask questions about feasibility to Councilmembers in advance of the Submission deadline.

Push out that this is happening through all of our identified communication channels

- Digital: Link to Form at City website, Chanel 22, Social media
- Material: Printed Form at City Hall, Visitor Center, Library, in Newsprint, _____
- Accessibility:
 - Spanish Language
 - Outreach: info sessions, flyers, posters?
- Budget: \$100-200 to print forms and posters?

Step 3: PUBLIC FORUM EVENT DAY

When/Where: TBC

- Saturday Apr 30 @Tompkins Hose Firehouse
- Sunday May 15 @VFW Hall

What: Public Meeting where ideas are promoted/pitched to the Council and fellow participants

- Each "qualifying" idea (or a select number Council determines) is presented in 3-5minutes by a representative for each submission
- Question: we need to decide if questions or feedback on ideas is allowed in presentations or more informally afterward
- Question: is there a social component to the forum?
- Note: the intention in this format is to keep the focus on the Public and their ideas, not centering councilmembers or the ideas we already have

How:

- Venue: past community-input sessions have taken place at the VFW Hall and Rec Center. Depending on the What above, what is our ideal location for this Forum?
- Accessibility: this should be language and physically accessible to as many people as possible
- Budget: what funds are needed to make all of the above true?

Step 4: BALLOT/SURVEY

When: 2-3 weeks following the Forum Event

What: Mechanism for the Public to vote on which ideas they most support via a survey/ballot

How:

- Distribute through same channels as Step 2
- Perhaps voting means ranking top 3-5 ideas
- Include question about if voter would be willing and able to do additional work to get the idea done, depending on the idea

Step 5: RESULTS + ONGOING COUNCIL FOLLOW-UP

When: 4-8 weeks from start of process

What: Published results of the forums and voting

Why: Council now has a set of priorities and community partners to move forward with getting the work done that the community has said it wants.

WRAP-UP

- Noting that this is our first time doing something like this and we should keep the framework open to receive feedback on the process and adapt in our next three through the end of the year
- Noting this will take a lot of people-power to make happen and should not put an undue burden on City Staff. Paloma is willing and able to spend extra time this month to make this happen and welcomes logistical support from the Public.

City of Beacon City Council Agenda
04/04/2022

Title:

Resolution No. 58 - Ratifying Paolo Foscolo, Peter Stropoli, and Gavin Coughlin to the City of Beacon Fire Department

ATTACHMENTS

[Fire Chief Memorandum Requesting Ratification of Volunteer Firefighters](#)

[Resolution Ratifying the Appointment of Volunteer Firefighters](#)



FIRE DEPARTMENT

**13 South Avenue
Beacon, New York 12508**

To: Mayor Lee Kyriacou, City Administrator Chris White, and the City of Beacon City Council

From: Fire Chief Gary Van Voorhis

Date: March 22, 2022

Subject: Request for ratification of Volunteer Firefighters

Please accept this request for the following volunteer firefighters to join the Beacon Fire Department.

Paolo Foscolo
[REDACTED]

Peter Stropoli
[REDACTED]

Gavin Coughlin
[REDACTED]

Paolo Foscolo, Peter Stropoli, and Gavin Coughlin have successfully passed the Dutchess County Sheriff's background checks. Paolo, Peter, and Gavin have committed to complete their physicals and maintain their required volunteer training.

Respectfully,

Chief Gary Van Voorhis



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 58 OF 2022

RESOLUTION RATIFYING THE APPOINTMENT OF VOLUNTEER FIREFIGHTERS

WHEREAS, Chapter 31, Section 6 of the Code of the City of Beacon requires the City Council to ratify the appointment of volunteer firefighters recommended by the Fire Chief; and

WHEREAS, the City of Beacon Fire Chief has recommended the appointment of Paolo Foscolo, Peter Stropoli, and Gavin Coughlin to the position of volunteer firefighter.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Beacon City Council hereby ratifies the appointment of Paolo Foscolo, Peter Stropoli, and Gavin Coughlin to the position of volunteer firefighter in the Beacon Fire Department.

Resolution No. 58 of 2022			Date: April 4, 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
04/04/2022

Title:

Resolution No. 59 - Appointing Kimberly Marra-Choffo to the Position of Deputy City Clerk

ATTACHMENTS

[Kimberly Marra-Choffo Resume](#)

[City Clerk Memorandum for the Appointment of Kimberly Marra-Choffo to the Position of Deputy Clerk](#)

[Resolution Approving the Appointment of Kimberly Marra-Choffo to the Position of Deputy City Clerk](#)

Kim Choffo

Capable and experienced administrative professional who possesses a high level of attention to detail. Expert multitasker comfortable working within a team or independently who thrives in a busy environment.

Work Experience

Office Manager

Custom Security Systems - Wappingers Falls, NY
September 2016 to Present

Manage and maintain all day-to-day operations for busy Security Alarm Central Station and Business Office, including but not limited to: development and maintenance of office procedures; accounts receivable and collections; invoicing, executive and service calendar management; busy four line phone system; contracts, quotes, reports, letters and other correspondence; filing; technical support and customer service; account management; data entry; alarm dispatch; alarm programming.

Fitness Consultant

Golds Gym Dutchess County - Fishkill, NY
August 2014 to September 2016

Fostered and maintained business relationships & generated individual and business memberships to meet monthly sales quotas. Collaborated with other department heads to initiate and elevate new business opportunities. Generated contracts, proposals, letters, and marketing materials. Managed member accounts.

Group Sales Manager/Catering Coordinator

Ramada Conference Center - Fishkill, NY
May 2011 to July 2014

Generated sales by cultivating and maintaining relationships with community businesses and venues. Generated monthly and annual sales reports, contracts, and proposals. Collaborated with other department heads and assisted in managing hotel banquet personnel to ensure guest satisfaction. Managed and maintained administrative procedures for banquet office and assisted Banquet Manager with various duties as needed.

Education

Transfer Student in Visual Arts

SUNY Dutchess - Poughkeepsie, NY
Present

Associate of Science in Business Administration

The College of Westchester - White Plains, NY

Skills

- Microsoft Office Suite/Outlook
- Accounts Receivable
- Office Management
- Adobe Creative Cloud
- Calendar Management
- Customer service

Certifications and Licenses

Certified Notary Public

May 2020 to May 2025

Assessments

Retail customer service — Highly Proficient

August 2020

Comprehending and responding to retail customer needs.

Full results: [Highly Proficient](#)

Working with MS Word documents — Highly Proficient

August 2020

Knowledge of various Microsoft Word features, functions, and techniques.

Full results: [Highly Proficient](#)

Advanced attention to detail — Highly Proficient

September 2021

Identifying differences in materials, following instructions, and detecting details among distracting information

Full results: [Highly Proficient](#)

Verbal communication — Expert

August 2020

Speaking clearly, correctly, and concisely

Full results: [Expert](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Groups -

Phi Theta Kappa Honor's Society

Present



Iola C. Taylor
City Clerk

CITY OF BEACON New York

845-838-5003 phone
845-838-5012 fax

TO: Mayor Kyriacou and City Councilmembers
FROM: Iola Taylor, City Clerk
DATE: March 24, 2022
RE: Recommendation to Appoint Kimberly Marra-Choffo as Deputy City Clerk

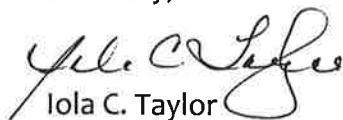
I am writing to recommend your appointment of Kimberly Marra-Choffo to the position of Deputy City Clerk. Based on Kimberly's experience, educational background and interview, both myself and City Administrator Christopher White endorse her as our preferred selection for the position.

Following the appointment of previous Deputy City Clerk Amanda Caputo to the position of Municipal Secretary in the City of Beacon Building Department, I conducted a canvas of available and interested individuals from the Certification of Eligibles List, no. 2022-00000055, received from Dutchess County.

After reviewing reachable candidates from the Civil Service List, the Administration interviewed two (2) candidates for the position and unanimously selected Kimberly as the most qualified and suited candidate.

I would appreciate your consideration of this appointment at the Council's meeting on April 4th which would allow Kimberly to begin in this new role as early as April 11th.

Sincerely,


Iola C. Taylor



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 59 OF 2022

**RESOLUTION APPOINTING KIMBERLY MARRA-CHOFFO TO THE POSITION OF
DEPUTY CITY CLERK**

WHEREAS, there is currently a vacancy for the position of Deputy City Clerk; and

WHEREAS, Kimberly Marra-Choffo meets the qualifications for the position of Deputy City Clerk and is recommended for appointment to the position by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Kimberly Marra-Choffo to the position of Deputy City Clerk effective April 10, 2022.

Resolution No. 59 of 2022			Date: April 4, 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
04/04/2022

Title:

Resolution No. 60 - Authorizing the City Administrator to Execute an Agreement with High End Automotive, Inc. for Vehicle Towing Services

ATTACHMENTS

[Agreement with High End Automotive, Inc. for Vehicle Towing Services](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with High End Automotive, Inc. for Vehicle Towing Services](#)

**AGREEMENT BETWEEN THE CITY OF BEACON AND
HIGH END AUTOMOTIVE, INC. FOR VEHICLE TOWING SERVICES**

This Vehicle Towing Services Agreement (the “Agreement”), dated _____, 2022, is made by and between High End Automotive, Inc. , a domestic business corporation licensed as a towing service operator in the State of New York with a principal place of business located at 330 Fishkill Ave, Beacon, NY 12508 (the “Vendor”), and the City of Beacon, , a municipal corporation of the State of New York having offices at 1 Municipal Plaza Beacon, NY (the “City”)(each, a “Party,” collectively the “Parties.”)

W I T N E S S E T H:

WHEREAS, the City has contracted for many years with Cervone Auto Body, Inc. for towing services necessary for public safety and other emergency situations in the City of Beacon; and

WHEREAS, the Vendor has purchased Cervone Auto Body, Inc., and desires to continue providing vehicle towing services to the City; and

WHEREAS, pursuant to Resolution No. ____ of 2022, the City Council has authorized the City Administrator to execute this Agreement and any amendments and extensions, subject to review by the City Attorney as to form and substance.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties do hereby agree as follows:

Section 1: Operations

A. Term of Agreement

The Term of this Agreement shall begin on May 1, 2022 and shall end on April 30, 2027. This Agreement may be extended for one additional five (5) year term upon mutual written agreement of the parties hereto.

B. Response to calls

The Vendor shall respond to scenes only at the direction of the City Police Department, except when the vehicle owner or operator calls the Vendor directly to request tow services.

C. Response time

During regular business hours (9:00 a.m. to 5:00 p.m.), the maximum response time from the time the Vendor receives a call for service shall not exceed twenty (20) minutes. Outside of regular business hours, maximum response time shall not exceed thirty (30) minutes.

D. Standard of Care

Vendor represents that it is qualified to perform the towing services provided herein, that Vendor and its employees possess current, valid state and/or local licenses to perform the towing services, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

E. Secured Storage Yard

The Vendor shall have use of a secured storage yard or other facility located in the City of Beacon.

F. Towing of City Vehicles

The Vendor shall tow City vehicles to the City's garage facilities or other designated location free of charge to the City, provided that said vehicle and garage facility or other designated location are located within fifteen (15) miles of City Hall at the time the call for service is made.

G. Emergency Situations

Subject to circumstances as they unfold, the Beacon Police Department may, at their discretion, suspend all or part of this Agreement in the interest of public safety.

H. Debris and Road Cleanup

The Vendor shall clean up all debris from any vehicle towed, including hazardous materials, if not otherwise directed by an enforcement authority at the scene. Such clean-up shall be conducted as part of the Vendor's service at no charge to the City. Failure to complete clean-up may result in the Vendor being cited for violating VTL Section 1219 and/or suspension or termination of this Agreement for poor service.

I. Vehicle Towed Due to Violation

A written release from the Beacon Police Department shall be a prerequisite for the Vendor to release vehicles towed due to a violation that would prohibit the vehicle from being operated (suspended registration, uninsured, unregistered, equipment safety violation, etc.) or operated by a specific person (unlicensed, AUO, DWI, etc.).

J. Payment

The Vendor must accept cash payment and at least (2) major credit cards. The only exceptions are that the Vendor may charge cash only for impounds or abandoned vehicles.

K. Failure to respond

1. The Vendor shall communicate to Police Dispatch any and all delays or missed responses they encounter while responding to a dispatched call which may prohibit them from arriving on scene within the required time. All communications shall be made by phone to the Police Dispatch at (845) 831-4111.

2. The following shall constitute delays or missed responses by the Vendor:
 - a. Failure or refusal to respond to a call for service
 - b. Physical incapability to tow a particular vehicle.
 - c. Failure to respond timely to a call for service.
3. Upon two (2) or more missed responses, the City shall have the option of suspending or terminating this Agreement, at the City's sole discretion.
4. The City shall have the option to suspend or terminate this Agreement in response to poor service or complaints by members of the Police Department or the public.

L. Availability

1. The Vendor shall be available twenty-four (24) hours a day, seven (7) days a week every day of the year. They must maintain a twenty (24) hour answering service or dedicated phone line staffed by live personnel to take calls for service. Multiple violations may result in the suspension or revocation of this Agreement.
2. The Vendor shall permit access, during normal business hours, to an impounded or stored vehicle by the owner of that vehicle for the purpose of removing items of property in the nature of personal effects from the vehicle. Any lien on the vehicle to which the Vendor is entitled shall not include such property.

M. Equipment Requirements

1. The Vendor must have a minimum equipment of two (2) or more tow trucks in service at all times, at least one of which must be a flatbed. All tow trucks must be reasonably equipped as necessary to furnish emergency towing and road service. All tow trucks and towing services must be compliant with State and federal regulations. Pickup trucks shall not be used in lieu of a tow truck.
2. The Vendor shall keep and maintain towing equipment which is adequate and reasonable to perform such towing services in a reliable and professional manner.

N. Call for assistance

1. In the event of a motor vehicle accident, disablement, impoundment or call to the Police Department for towing assistance, except in the case of a specific request by the owner or operator, the Police Department shall notify the Vendor that a tow is requested.
2. The Chief of Police is authorized to develop such other rules and regulations as they deem appropriate to maintain and enforce effective and responsive towing services.

O. Disposal of Vehicles

1. If the City does not choose to exercise its right to take custody and ownership of an abandoned vehicle as prescribed by Section 1224 of the New York State Vehicle and Traffic Law, the Vendor may transfer such vehicle to a registered vehicle dismantler or itinerant vehicle collector if the vehicle has a wholesale value of one thousand two hundred fifty dollars (\$1,250) or less, is ten (10) or more model years old and has been abandoned for at least one month. The Vendor may also choose to salvage the vehicle after obtaining a New York State Salvage Certificate (MV-907A) from the New York State Department of Motor Vehicles with the full cooperation of the City. In the event that the vehicle is less than ten (10) years old or if the vehicle dismantler or itinerant vehicle collector pays more than one thousand two hundred fifty dollars (\$1,250), the Vendor must obtain title or a transferable registration from the City as property owner of the abandoned vehicle. In no event shall the Vendor require the City to pay the towing and service fees incurred by such vehicle after taking title.

In the event that there are no available registered vehicle dismantlers or itinerant vehicle collectors located within fifteen (15) miles of City Hall the parties agree to renegotiate in good faith the expense born by the Vendor for dismantling the vehicle.

2. The Vendor shall contact the City Police Department to verify that the vehicle has not been reported as stolen prior to disposal of any unclaimed or abandoned vehicle.
3. If the City exercises its right to take custody and ownership of an abandoned vehicle pursuant to Section 1224 of the Vehicle and Traffic Law, such vehicle shall be sold at public auction and the minimum bid shall be set to equal the towing and storage fees incurred by such vehicle. Funds obtained by the City for vehicles sold at public auction shall be the exclusive source of payment to the Vendor to satisfy any lien on the vehicle and payment shall only be made upon submission of a proper voucher to the City. The City shall hold surplus funds so realized for one year from the date of sale for the benefit of the owner of the vehicle at the time of abandonment. If unclaimed by the owner within one year time period, such monies shall be paid into the General Fund of the City.
4. The Vendor has the option to accept any bid below the minimum established bid as full satisfaction of towing and storage fees incurred by such vehicle or the Vendor may choose to take possession to salvage and repair the vehicle or transfer the vehicle to a registered vehicle dismantler or itinerant vehicle collector.
5. The Vendor shall allow its premises to be used, without charge, by the City for purposes of conducting auctions where necessary to dispose of vehicles.

P. Charges for service under this Agreement shall be as follows and will be all inclusive for each category (with no additional service charges to be added on):

Category	Description	Towing	Storage
1. City- Owned Vehicles and Light Trucks			
A	City-Owned Vehicles and light trucks	No Charge within 15 miles of City Hall	No Charge.
2. Personal Vehicles and Light Trucks			
A	Personal Vehicles and Light Trucks	\$125.00 tow fee to owner	\$50.00 storage fee to owner per day
B	4 X 4 Vehicles	\$150.00 tow fee to owner	\$50.00 storage fee to owner per day
3. Other Charges			
A	Police Impounded Vehicles for violations of Laws and ordinances.	No charge to City. \$150.00 to be a lien against the vehicle.	\$50.00 storage fee to owner per day
B	No key or wheel cocked charge	\$25.00	N/A
C	Snow Removal Charge	\$25.00	N/A
Winching	Minimum \$100 for first 25 feet of winching, plus \$75 for every additional 50 feet		

- Q. Fees for towing and storage of vehicles shall be borne exclusively by the owner of the vehicle. The Vendor shall be responsible for the collection of all fees for service, towing or storage of any vehicle. Neither the City nor any of its officers or employees shall act as agent for the collection of any fee, nor shall they be held responsible in the event of nonpayment of any moneys due to any tow services as a result of services performed in accordance with this Agreement.

Section 2: General Provisions

A. Police Department Responsibilities

1. As determined by the Chief of Police, the City may implement an emergency action plan which would institute a temporary set of guidelines to establish a coordinated approach for dealing with an incident involving a large number of vehicles.
2. The City shall use reasonable efforts to block in all towed vehicles located in any unsecured storage area used by the Vendor during City snow emergencies.
3. The Chief of Police may adopt Rules and Regulations with respect to the terms and conditions of this Agreement.

- B. The Vendor is prohibited from assigning, transferring, conveying subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City, which shall not be unreasonably withheld.

C. Minimum Insurance Requirements for Towing Contract

Prior to commencement of any services and for the duration of this Agreement, the Vendor shall obtain and maintain, at its sole expense, the following insurance on its own behalf, and shall furnish to the City Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

1. Workers' Compensation as required by law.
2. Commercial General Liability Insurance Policy with limits of not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate.
3. Umbrella liability policy of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate, for a total of \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
4. 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.
5. 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.
6. All policies of liability insurance shall name the City of Beacon and their officers, employees, and agents as Additional Insureds.

- D. To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold the City and its agents and employees harmless from and against all claims, damages losses or expenses, including but not limited to attorney's fees, arising out of or resulting from the Vendor's performances of any services to or on behalf of the City, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission of gross negligence or violation of statutory duty or regulation by the Vendor or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable pursuant to the performance of the Agreement. The Vendor's obligation to defend, indemnify and hold harmless pursuant to this paragraph shall not be limited in any manner by any limitation on the amount of insurance coverage or benefits, including Workers' Compensation or other employee benefits, held by the Vendor.
- E. The Vendor and all employees and agents thereof shall be independent contractors licensed by the City and shall not claim or receive any benefit or privilege conferred to the City's employees. The City shall not be responsible for the Vendor's compliance with any local, state or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for the Vendor and any employee or agent thereof.
- F. The Vendor is an independent contractor under this Agreement. Services provided by Vendor pursuant to this Agreement shall be subject to the supervision of the Vendor. In providing such services, neither Vendor nor Vendor's employees shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to Vendor or Vendor's employees any authority of any kind to bind City in any respect whatsoever. The Vendor and the Vendor's officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the City's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. The Vendor is responsible for providing, at its sole expense, disability, unemployment, workers' compensation and all other forms of insurance, training, permits and licenses for Vendor and for Vendor's officers, employees and/or agents.
- G. The Vendor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Vendor's duties, responsibilities, and obligations pursuant to this Agreement.
- H. Suspension or termination of this Agreement shall be provided by written notice to the Vendor served at least fourteen (14) days before such suspension or termination shall take effect.
- I. 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.

- J. 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. This Agreement may be modified only by a written instrument signed by the Parties.
- K. For purposes of this Agreement, neither Party shall be considered in default of its obligations provided for herein in the event of a forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of the public enemy, fires, floods, explosion, act of God or public emergency, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, war, resource shortage.
- L. 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.
- M. 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.
- N. This Agreement shall be governed by and construed under the laws of the State of New York.

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

High End Automotive, Inc.

City of Beacon

By: _____
Carmelo Rigaglia

Title: Chief Executive Officer

By: _____
Christopher White

Title: City Administrator



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 60 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH HIGH END AUTOMOTIVE, INC. FOR
VEHICLE TOWING SERVICES**

WHEREAS, the City of Beacon desires to contract for vehicle towing services, and

WHEREAS, High End Automotive, Inc. provides vehicle towing services and is willing and able to extend the same to the 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 High End Automotive, Inc. for vehicle towing services, 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. 60 of 2022			Date: April 4, 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
04/04/2022

Title:

Resolution No. 61 - Authorizing the City Administrator to Execute an Agreement with C.R.P. Sanitation, Inc. for Organic Waste Pick-Up and Composting

ATTACHMENTS

[Agreement with C.R.P. Sanitation, Inc. for Organic Waste Pick-Up and Composting](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with C.R.P. Sanitation, Inc. for Organic Waste Pick-Up and Composting](#)

**AGREEMENT BETWEEN THE CITY OF BEACON AND
C.R.P. SANITATION. INC. FOR ORGANIC WASTE PICK-UP AND COMPOSTING**

This Agreement (the “Agreement”) is made and entered into effective the ____ day of March, 2022 by and between **C.R.P. Sanitation, Inc.**, a domestic business corporation with offices at 2 Bay View Road, Cortlandt Manor, New York 12110 (**the “VENDOR”**) 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. The Terms and Conditions are as follows:

1. **SERVICES:** The VENDOR shall provide shall provide weekly pick-up organic waste from three locations in the City of Beacon, which shall be delivered for composting to Sustainable Materials Magement in Cortlandt, NY. The Services shall include the scope of work detailed in Attachment “A”, which is appended and made part of hereto.
2. **COMPENSATION:** The CITY shall pay the VENDOR a monthly fee in the sum of FOUR HUNDRED FIFTY DOLLARS (\$450.00) for the Services for the Term of this Agreement, which shall be invoiced and paid monthly. Upon execution of the Agreement, the CITY shall pay the VENDOR a sum of SEVEN HUNDRED FIFTY DOLLARS (\$750) for the purchase of ten (10) organic waste receptacles with a volume of sixty-four (64) gallons each (“Toters.”) Said Toters shall become the property of the City upon payment and delivery.
3. **TERM:** This Agreement shall commence on April 15, 2022 (the “Effective Date”) and continue until October 14, 2022. The CITY may terminate this Agreement with written notice of no less than thirty (30) days.
4. **INDEPENDENT CONTRACTOR STATUS:** Subject to the terms and conditions of this Agreement, the CITY hereby engages the VENDOR as an independent contractor to perform the services set forth herein. The VENDOR 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 VENDOR 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.
5. **NON-ASSIGNMENT:** This Agreement may not be assigned, transferred, or pledged by the VENDOR without the written consent of the CITY, which consent may be withheld at the discretion of the CITY.
6. **NO DISCRIMINATION:** The VENDOR agrees for itself, and its successors and assigns, that the VENDOR 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.
7. **INSURANCE REQUIREMENTS:** Prior to commencement of any services and for the duration of this Agreement, the Vendor shall obtain and maintain, at its sole expense, the

following insurance on its own behalf, and shall furnish to the City Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

- A. Workers' Compensation as required by law.
 - B. Commercial General Liability Insurance Policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
 - C. Umbrella liability policy of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate, for a total of \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
 - D. 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.
 - E. 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.
 - F. All policies of liability insurance shall name the City of Beacon and their officers, employees, and agents as Additional Insureds.
8. **DEFENSE AND INDEMNIFICATION**: VENDOR shall hold the CITY harmless from, defend and indemnify it against all damages, losses, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and liability for injury to, or death of, persons or property caused by or arising from its performance or lack of performance under this Agreement. The VENDOR shall pay all costs (including, without limitation, reasonable attorneys' fees and disbursements) that may be incurred by the CITY in enforcing this indemnity. The CITY may, at its own expense, retain separate counsel and participate in any suit or action.

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.

C.R.P. SANITATION, INC.

CITY OF BEACON

Name: Michael Fiumara
Title: _____
Date: _____

Name: Christopher White
Title: CITY ADMINISTRATOR
Date: _____

ATTACHMENT A

SCOPE OF SERVICES

VENDOR shall pick up organic waste from ten (10) Toters once a week for the Term of this Agreement from three locations in the City of Beacon, which shall be located at the following locations:

1. City of Beacon Recreation Center, 23 West Main Street
2. Memorial Park, Corner of Fishkill Avenue and Wilkes Street
3. City Parking Lot on Churchill Avenue

VENDOR shall deliver all collected organic waste for composting to Sustainable Materials Management, Inc. in Cortlandt, New York, which is a NYS DEC registered compost facility.

“Organic Waste” shall include the following:

- All food wastes (vegetables, fruits, grains, meat, dairy, fat, eggshells, nuts, shells, coffee grounds, bones, etc.).
- Soiled paper (coffee filters, tea bags, parchment paper, uncoated paper plates, pizza boxes, etc.)
- Plant waste, including house plants, cut flowers, yard waste, and potting soil
- Certified compostable products (bags, dishware, cutlery, bioplastics, etc.)

“Organic Waste” shall exclude the following materials, which shall be considered contamination:

- Glass
- Metal
- Plastics and plastic foams (non-compostable)
- Produce stickers
- Rubber bands and twist-ties
- Plastic and wax coated paper products
- Pet feces and cat litter

In the event that any Toters contain materials considered contamination, VENDOR shall not pick-up the contaminated Toter(s) and shall notify the City’s representative as designed below of the contamination. The City shall have the opportunity to remove said contamination, dispose of the contaminated Toter as garbage, and/or pay the VENDOR a fee of FORTY DOLLARS (\$40.00) to dispose of the contaminated Toter.

The City shall be responsible for the cleaning and maintenance of the Toters, which shall become the property of the City upon payment, as per Section 2 of the Agreement.

City of Beacon Representative:

Benjamin Swanson
845-838-5010
cityofbeacon@beaconny.gov



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 61 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH C.R.P. SANITATION, INC. FOR
ORGANIC WASTE PICK-UP AND COMPOSTING**

WHEREAS, the City of Beacon desires to contract for organic waste pick-up and composting services, and

WHEREAS, C.R.P. Sanitation, Inc. provides organic waste pick-up and composting services and is willing and able to extend the same to the 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 C.R.P. Sanitation, Inc. for organic waste pick-up and composting services, 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. 61 of 2022			Date: April 4, 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
04/04/2022

Title:

Approval of Minutes - March 21, 2022

ATTACHMENTS

[City Council Minutes - March 21, 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

March 21, 2022
7:00 PM
City Council
Draft Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

<https://vimeo.com/690789576> . The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov .

Councilmembers Present

Mayor Lee Kyriacou

Councilmember Paloma Wake, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Justice McCray, Ward Two

Councilmember Wren Longno, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Chris White, City Administrator

Nicholas Ward-Willis, City Attorney

Call to Order

Pledge of Allegiance Roll

Call

Community Segment

[Alpine Tree Service Final Report on the New York State Department of Environmental Conservation Memorial Park Tree Maintenance Grant](#)

Public Comment

[Notice of Meeting Location March 21, 2022](#)

Reports: Mayor, City Council, and City Administrator Local

Laws and Resolutions

1. [Resolution No. 52 - Appointing Sara Morris to the Position of Director of Human Resources](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember McCray.

Motion passes 6 – 0.

2. [Resolution No. 53 - Appointing Esther Jackson to the Conservation Advisory Committee](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 6 – 0.

3. [Resolution No. 54 - Authorizing the City Administrator to Execute An Agreement with Miller's Touch Cleaning Services Inc. for Cleaning Services for the City of Beacon Parks Bathrooms](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

4. [Resolution No. 55 - Authorizing the City Administrator to Execute an Agreement with VAD Contractors, Inc. for Municipal Center Roof Replacement](#)

Motion to pass the resolution by Councilmember McCray. Second by Councilmember Rhodes.
Motion passes 6 – 0.

5. [Resolution No. 56 - Authorizing the City Administrator to Execute an Agreement for the Removal and Reinstallation of Solar Panels from the Municipal Center Roof](#)

Motion to pass the resolution by Councilmember Rhodes.
Second by Councilmember Longno.
Motion passes 6 – 0.

6. [Resolution No. 57 - Adopting Amendments to the City Council Rules of Procedure for Public Meetings](#)

Motion to amend said Rules of Procedure to include changes suggested by Mayor Kyriacou and City Administrator Christopher White by Councilmember Aymar-Blair.
Second by Councilmember McCray.
Motion passes 6 – 0.

Motion to pass the resolution, as amended, by Councilmember McCray.
Second by Councilmember Rhodes.
Motion passes 6 – 0.

Approval of Minutes

1. [Approval of Minutes - March 7, 2022](#)

Motion to approve the minutes from March 7, 2022, as amended to remove the erroneously notated ‘Executive Session’ from such, by Councilmember Rhodes.
Second by Mayor Kyriacou..
Motion passes 6 – 0.

2nd Opportunity for Public Comments

Adjournment

Motion to adjourn by Councilmember Rhodes.
Second by Councilmember Longno.
Motion passes 6 – 0.