



**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

**January 17, 2023
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Presentation by Related Affordable Regarding Proposed Renovations and a new PILOT Agreement for Tompkins Terrace Housing Development](#)

Public Comment

Reports: Mayor, City Council, and City Administrator

1. [Proclamation Regarding Martin Luther King Jr. Day](#)

Local Laws and Resolutions

1. [Resolution No. 1 - Approving an Agreement with Video Ventures, Ltd. for 2023-2024 Video Services](#)
2. [Resolution No. 2 - Approving an Agreement with Flock Group, Inc. for License Plate Readers](#)
3. [Resolution No. 3 - Designating the Poughkeepsie Journal as the Newspaper of Record](#)
4. [Resolution No. 4 - Authorizing the City Administrator to Approve Certain Expenditures](#)
5. [Resolution No. 5 - Approving Mtr. of ENEL North America, Inc. 2021 and 2022 Tax Certiorari Settlement](#)

Approval of Minutes

1. [December 19, 2022 City Council Minutes](#)

Public Comment - Second Opportunity

Adjournment

City of Beacon City Council Agenda
01/17/2023

Title:

Presentation by Related Affordable Regarding Proposed Renovations and a new PILOT Agreement for Tompkins Terrace Housing Development

ATTACHMENTS

[Related Affordable Presentation on Proposed Renovations and a new PILOT Agreement for Tompkins Terrace](#)

Tompkins Terrace

Beacon, New York

PROPOSAL TO PRESERVE AFFORDABLE HOUSING IN BEACON

Related Affordable

Related Affordable (“RA”), a subsidiary of The Related Companies (“Related”), is a leading acquirer, developer, and preserver of affordable housing throughout the U.S. Founded in 1972, Related has its roots in affordable housing development and today stands as one of the world’s largest private real estate developers.

Related has maintained its commitment to developing quality affordable housing for low- and moderate-income households. RA’s primary focus is on **preserving America’s affordable housing stock through transactions in which RA acquires and/or rehabilitates aging affordable assets that are at risk of losing affordability**, thereby extending affordability at those properties with significant physical renovations and upgrades.

Related manages its large affordable housing portfolio through its affiliated management company, Related Management Company, a leader in the industry. In total, Related owns and manages **over 50,000 units of affordable housing** across the country.



Property Overview

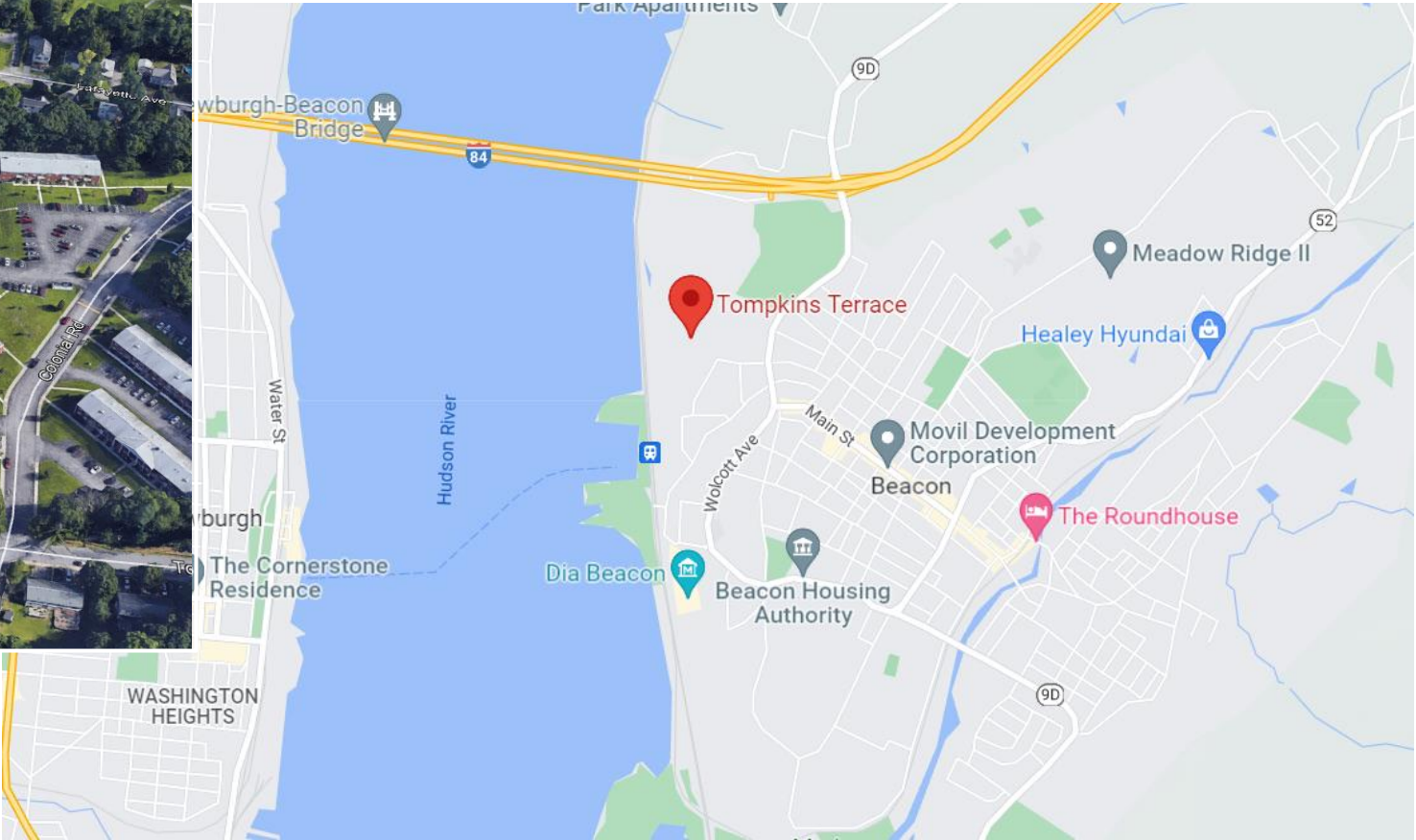
Tompkins Terrace is a 193-unit affordable multifamily rental property for families in Beacon. It lies on the west side of town directly adjacent to the Hudson River, offering quick access to downtown and a half mile trip to and from the train/ferry stop.

Built in 1973, the property consists of thirteen garden-style and townhome buildings with 22 studios, 74 one-bedrooms, 51 two-bedrooms, 34 three-bedrooms and 12 four-bedrooms. With the varied unit mix, the property caters to families and households of all sizes, as well as residents of all ages (including many seniors).

Tompkins Terrace offers two central laundry facilities, a community room with a kitchenette, and two playgrounds in addition to on-site management and common parking. Overall, the property is a quality place for families to live, but **it is in need of renovation to ensure its longevity as a critical affordable housing asset in the local community.**



Property Map



Property Tour



PROPERTY TOUR (PROPERTY TOUR.webm)

Homelessness Worsens in Older Populations as Housing Costs Take Toll

A rising number of older people around the country are on the verge of homelessness or now living on the streets after falling on hard times.

By Dan Frosch / Photographs by Kyle Green for The Wall Street Journal December 11, 2022 10:00 am ET

“Homeless shelters and aging-service groups in numerous cities say they are seeing more elderly people in desperate need of housing than in years past. A confluence of factors are driving the increase...including soaring rents, a nationwide shortage of affordable housing and the winding down of pandemic-related aid programs.”

“In Boston, the group Hearth, Inc., which aids elderly homeless, said it had noticed a rise in newly homeless clients...Dawn Matchett, the group’s chief program officer, said **the first-time elderly homeless demographic struggled more with economic hardship than other problems like substance abuse or mental illness.**”



“Debbie Sholley, 62, is afraid of being evicted from her rented Boise, Idaho, home after experiencing financial difficulties following the death of her husband...”

*Cobbling together enough money for rent is never a sure thing...She drained her retirement savings years ago to help care for her sick husband. **She is on a waiting list for the Section 8 low-income federal housing program, but that could take well over a year.**”*

Affordability

Tompkins Terrace operates under a partial project-based Housing Assistance Payments (“HAP”) Contract with the Beacon Housing Authority, which covers 61 units and ensures these **tenants pay no more than 30% of their household incomes on rent**. Approximately 95 other families benefit from a mobile housing choice voucher.

The property is also encumbered by a regulatory agreement with Housing & Community Renewal (“HCR”) that restricts 38 units to households earning 50% of Area Median Income (“AMI”) or less and the balance of 155 units to households earning 60% of AMI or less. *In Beacon, this is equal to a **four-person** household earning a maximum of \$56,200 (50%) or \$67,440 (60%).*

The property’s initial 15-year compliance period under this regulatory agreement expires in 2022, meaning that its **long-term affordability is at risk if not preserved**.

RA intends to enter into new regulatory restrictions in order to **maintain the affordability of the property for current and future residents for at least another 40 years**.



Proposed Rehabilitation Scope

RA intends to undertake an approximately 12-month renovation, which will improve various aspects of the property. The total renovation budget is projected to be about \$14.5 million, including contingency. Upgrades will include:

General Unit Interior: new vinyl plank flooring, energy efficient LED lighting, PTAC/HVAC equipment, entry and interior doors, window treatments, and painting

Kitchens: new cabinets, counters, stainless steel sinks, faucets, and appliances

Bathrooms: new vanities, full tub/showers, sinks, exhaust fans, and toilets

Common Areas & Amenities: addition of a business center, upgrade laundry rooms with new finishes, install all new water heaters, replace waste pump, erect two (2) new playgrounds, add free in-unit Wi-Fi throughout all apartments

Building Exterior & Site: new siding/façade (incl. soffits, gutters, leaders), roofs and windows, update all breezeways, convert exterior lighting to LED, landscaping work (incl. drainage/grading), fresh site signage, parking overlays and concrete repairs

ADA: make ten (10) units fully ADA accessible along with ADA site work and path/ramp improvements to meet all UFAS requirements



	\$ / UNIT	TOTAL \$
CONSTRUCTION COSTS	\$69,275	\$13,370,000
CONTINGENCY	\$6,078	\$1,173,000
TOTAL BUDGET	\$75,353	\$14,543,000

Benefits to Residents



Aging in Place: Senior households will be able to remain in place and age in their homes



Strong Financial Outcomes: Sustained housing affordability will promote residents' economic wellbeing and facilitate wealth-building



Strong Health Outcomes: Continued housing stability and enhanced apartment facilities will promote mental health



Access to Critical Local Community Amenities:

- Transportation (train / ferry)
- Pharmacies / supermarkets
- Dia Beacon
- Howland Public Library
- Downtown shops & stores
- Public parks and pools
- Food pantry (Fareground)
- Public school system

Benefits to the City & Region



Curb Appeal: Rehabilitation will significantly improve the exterior appearance of the property and promote neighborhood attractiveness



Job Creation: Project is estimated to create 40 fulltime jobs over 12 months and will recruit from local communities given DCIDA's requirement that 80% of workers must reside in specified counties in New York



Local Spending: Mitigated rent burden will facilitate local business patronage and spending



Regional Business Support: Project will incorporate products manufactured by New York-based companies

Proposed Rehabilitation Strategy

1. Affiliate of RA will acquire and recapitalize the property in Q2 2023.
2. RA will undertake a renovation of the property, **spending in excess of \$14.5 million (over \$75,000 per unit) over 12 months.**
3. The renovation will focus on enhancing amenities, adding energy efficiency upgrades, extending the property's useful life, and improving quality of life for residents.
4. In connection with new tax-exempt bonds and 4% Low Income Housing Tax Credits ("LIHTC"), RA will enter into new regulatory agreements with the Dutchess County Industrial Development Agency ("DCIDA") and HCR that will ensure the property continues to provide affordable housing to existing and future residents for at least the next 40 years.
5. To enable new long-term financing via DCIDA, RA is proposing to gain support from the City of Beacon to enter into a new, extended tax agreement in order for our lender and investor to underwrite a consistent stream of property tax expense.

TIMING OF CLOSING: Q2 2023

RENOVATION TIMING: Approx. 12 months

TARGET COMPLETION: July 31, 2024

FINANCING: Tax-Exempt Bonds & 4% LIHTCs

BOND ISSUER: DCIDA

LIHTC ALLOCATOR: HCR

Proposed PILOT

RA proposes to enter into a new fixed Payment in Lieu of Taxes (“PILOT”) increasing over the existing payment amount for the property. The first-year PILOT would be \$310,000 trended with a 40-year term.

Est. 2022 Amt.
\$290,000

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$310,000	\$316,975	\$324,107	\$331,399	\$338,856	\$346,480	\$354,276	\$362,247	\$370,398	\$378,732	\$387,253	\$395,966	\$404,875	\$413,985	\$423,300	\$432,824	\$442,563	\$452,520	\$462,702	\$473,113

Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
\$483,758	\$494,642	\$505,772	\$517,152	\$528,788	\$540,685	\$552,851	\$565,290	\$578,009	\$591,014	\$604,312	\$617,909	\$631,812	\$646,028	\$660,563	\$675,426	\$690,623	\$706,162	\$722,051	\$738,297

TOTAL TAX REVENUE OVER 40 YEARS = \$19.75 MILLION

This PILOT will provide the project with predictable future property tax payments that can be underwritten by our financing partners, thus making this preservation project feasible. Without a preservation project, the property tax payments to the City of Beacon would remain more stagnant and potentially even decline long-term as the property continues to age and value regresses.

Example: Biltmore Towers



Example: Park Club Apartments



Related Affordable Foundation



AFTER SCHOOL **matters**

Charitable, tax-exempt 501(c)3 private foundation that provides grant awards to nonprofit organizations that focus on the following impact areas



Education



Food Security



Health &
Wellness



Workforce
Development

Notable Grant Awards

- After School Matters Parkway Gardens art mural
- City Harvest monthly meal distribution at Ocean Park
- KABOOM! Bella Vista playground & City of Anderson multi-sport court
- YMCA of South Florida Path to Health Program



Fareground & CAP Dutchess County



City of Beacon, New York

Office of the Mayor

Lee Kyriacou, Mayor

FOR IMMEDIATE RELEASE

June 1, 2020

845.838.5011 | mayor@CityofBeacon.org

Fareground, Inc. Expands "Dinner To Go" Program with Support from the Related Affordable Foundation

Beacon, NY – May 27, 2020 – Fareground, Inc., a women-run anti-hunger and food justice non-profit focusing on food insecurity since 2012, has partnered with the Related Affordable Foundation to expand their 'Dinner To Go' program. The initiative delivers food to communities in need during the current pandemic on a weekly basis including at Tompkins Terrace.

"We are grateful for the support from our community and for Related Affordable Foundation to rise to the occasion during this pandemic. Hunger exists because of choices we, as a country, have collectively made. Attending to this problem requires an extraordinary commitment to our disadvantaged community members. Our plan is to distribute food to our neighbors because they need help today. But we need to think bigger, ask the difficult questions, and confront the larger issues of poverty, inequality, and inequity if we ever hope to end hunger once and for all," says Kara Dean-Assael and Karen George of Fareground.

"Thank you to the organizations and individuals that have donated needed funding and necessary volunteerism to help their fellow residents in this time of need. The City was happy to make a connection with these entities. I applaud your commitment to our community," says City of Beacon Mayor Lee Kyriacou.

Beacon summer lunch program to continue with foundation funding

July 18, 2019



Thank You

City of Beacon City Council Agenda
01/17/2023

Title:

Proclamation Regarding Martin Luther King Jr. Day

ATTACHMENTS

[Proclamation Regarding Martin Luther King Jr. Day](#)



Proclamation

In Honor of Martin Luther King Jr. Day

WHEREAS, more than five decades after his assassination, Dr. Martin Luther King Jr. continues to serve our nation as a powerful example and inspiration in the ongoing struggle for racial equality and justice; and

WHEREAS, Dr. King led and helped to organize a historic civil rights movement which catalyzed significant improvements in how Black Americans were treated throughout our nation; and

WHEREAS, in 1983, Martin Luther King Jr. Day was legally established as a federal holiday by an act of Congress; and

WHEREAS, recognizing and commemorating this important day reminds us of the courage and hard work of Dr. King and countless others who persevere to eliminate the continued racial inequalities endured by Black Americans, as well as by other groups who have suffered discrimination and injustice; and

WHEREAS, Martin Luther King Jr. Day has come to represent a National Day of Service and opportunity for all of us to renew our commitment towards achieving Dr. King's vision; and

WHEREAS, on this day, we continue to draw inspiration from Dr. King's statement which reminds us, "Make a career of humanity. Commit yourself to the noble struggle for equal rights. You will make a better person of yourself, a greater nation of your country, and a finer world to live in;" and

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Lee Kyriacou, do hereby proclaim January 16, 2023 to be Martin Luther King Jr. Day in the City of Beacon, and I encourage our residents to reflect upon the tremendous contributions to our nation by Dr. King and to continue working to ensure that Dr. King's vision of equality and justice are realized for all Americans.

Signature:  Date: 1/13/2023

Lee Kyriacou, Mayor

City of Beacon City Council Agenda
01/17/2023

Title:

Resolution No. 1 - Approving an Agreement with Video Ventures, Ltd. for 2023-2024 Video Services

ATTACHMENTS

Draft Agreement with Video Ventures Ltd. for 2023 Video Services

Resolution Authorizing the City Administrator to Execute an Agreement with Video Ventures Ltd.
for 2023-2024 Video Services

CITY OF BEACON

AGREEMENT BETWEEN THE CITY OF BEACON AND VIDEO VENTURES LTD. FOR VIDEO PROGRAMING

THIS AGREEMENT is entered into on the ____ day of ____, 2023, by and between Video Ventures Ltd. ("Video Ventures"), a domestic business corporation, having offices at 23 Roundtree Court, Beacon, New York 12508 and the City of Beacon (the "City"), a municipal corporation, having its offices at One Municipal Plaza, Beacon, New York 12508.

WHEREAS, the City wishes to enter into this Agreement with Video Ventures to televise and web cast the City Council Work sessions, the City Council meetings, the monthly Planning Board and Zoning Board of Appeals meetings and other miscellaneous meetings/videos upon request; and

WHEREAS, Video Ventures is currently contracted to videotape and edit the meetings and is also contracted to program Channel 22 with televised meetings, announcements and local events; and

WHEREAS, Video Ventures also uploads and maintains the video page on the City's website and uploads videos to various Beacon Facebook pages; and

WHEREAS, the City wishes to renew its contract with Video Ventures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows.

1. **Scope of Service.** The City hereby retains Video Ventures to provide the services set forth in the proposal attached hereto as Exhibit "A." (referred to herein as the "Services.") As part of the Services, Video Ventures shall supply the camera crew and all necessary equipment for taping, editing and uploading all videos each month. Video Ventures shall also back up each video to the City hard drive for proper record keeping. Video Venture shall also covert, upload and maintain the City's YouTube Channel with closed-captioning and multi-language capabilities.
2. **Compensation.**
 - a. The City shall pay Video Ventures a flat fee of \$2,100.00 to tape, edit and upload the videos for up to six (6) meetings a month. The City shall pay Video Ventures an additional charge of \$100 per meeting for any meeting exceeding 4 hours in length. Video Ventures shall submit an invoice to the City once a month for Services performed during the previous month.

- b. The City shall also pay Video Ventures a monthly charge of \$300 to maintain the City's YouTube channel.
 - c. Any requested DVD copies of meetings may be purchased for \$25.00 per copy on an "as needed basis."
 - d. Video Ventures shall tape, edit and upload any additional meetings, shows or events requested by the Mayor, City Administrator or the City Council on an "as needed" basis. The cost to tape, edit and upload any additional meeting, show or event shall be agreed to in writing prior to said meeting, show or event. Video Ventures shall submit an invoice to the City for all additional meetings, shows or events.
3. **Term.** The term of this Agreement shall be for two (2) years beginning January 1, 2023 and ending December 31, 2024.
4. **Termination.**
- a. The obligation to provide services under this Agreement may be terminated by the City upon seven (7) days' written notice in the event of substantial failure by Venture Videos to perform in accordance with the terms hereof.
 - b. This Agreement may be terminated by either party upon sixty (60) days' written notice for the convenience of the terminating party. Venture Videos shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Venture Videos as a result of such termination.
5. **Compliance with the Laws.** Video Ventures and its employees and authorized agents shall observe and abide by all applicable laws, ordinances, statutes and regulations in connection the services performed hereunder.
6. **Indemnification.** Except for acts and/or omissions of the City, its employees, officials and agents, Video Ventures shall indemnify, defend and hold harmless the City, its employees, officials and agents from any claims, liabilities, suits, proceedings and actions of whatever name or nature, as same may relate to or arise from the performance of the services of Video Ventures, including but not limited to its employees, contractors and agents.
7. **Work for Hire.** The videos created pursuant to this Agreement shall be owned exclusively by the City. If for any reason it should be found that the videos are not works for hire, this provision shall act as an express assignment from Video Ventures to the City of all right, title and interest in and to all intellectual property rights in the Articles, including, but not limited to, copyright. Copyright in any third-party content, such as stock photography shall remain the property of the respective third party.

8. **Independent Contractor.** Video Ventures acknowledges and agrees that none of its employees, contractors or agents shall hold themselves out as being an employee or representative of the City. Video Ventures acknowledges that it is being retained by the City only for the purposes and to the extent of this Agreement, and that its services hereunder shall be those of an independent contractor. No employee, contractor or agents of Video Ventures shall be deemed an employee of the City for any purpose. Nothing contained in this Agreement shall be construed as providing Video Ventures any authority to bind the City in any respect.
9. **No Assignment.** Neither party may assign this Agreement or any portion of any of the obligations to be performed under this Agreement without the prior consent of the other party.
10. **No Modification.** No alteration or modification of any provision of this Agreement will be valid unless made in writing and signed by both parties hereto. No waiver by either party of their rights under this Agreement shall be effective unless given in writing and signed by the party granting the waiver.
11. **Entire Agreement.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter continued herein and there are no terms other than those contained herein.
12. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York.
13. **Waiver.** The failure of either party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the right of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.
14. **Severability.** The invalidity of invalid application of any provision of this Agreement shall not affect the validity of any other provision or of any other application of that provision.
15. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed and original, and which together shall constitute one agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

CITY OF BEACON

Signature: _____

Name (printed): _____

Title: _____

Date: _____

VIDEO VENTURES LTD.

Signature: _____

Name (printed): _____

Title: _____

Date: _____

**Video Ventures Ltd.
23 Roundtree Court
Beacon, NY 12508**

Proposal For 2023 & 2024

This Proposal is for Video Ventures Ltd. to continue televising and web casting the City Council Workshops and Meetings, monthly Planning and Zoning Board meetings, and miscellaneous videos per request.

Currently Video Ventures is contracted to video record and edit the meetings and also contracted to program Channel 22 with meetings, announcements and local events. Video Ventures also uploads and maintains the video page on the City web site and uploads to various Beacon Facebook pages.

The monthly cost for (6) meetings per month would be \$2,100.00. The base fees have stayed consistent in the last 8 years with no increases (total annual base cost is \$25,200).

The new addition to the contract is converting, uploading and maintaining the City's YouTube Channel with Closed Captioning and multi-language capabilities. This is a net fee of \$300 per month.

Miscellaneous videos are upon prior approval of the Mayor and City Administrator. In 2023, it is estimated that additional charges for these videos will be approximately \$2,500.

Video Ventures shall supply the camera crew and all necessary equipment for taping, editing, and uploading all meetings each month. Video Ventures also backs up each meeting to the City hard drive for proper records keeping. Any DVD copies may be purchased for \$25.00 per copy on an "as needed basis." (As previously done if there is a FOIL request).

Any additional meetings, shows or events would be covered and billed upon approval of the Mayor, City Administrator or the City Council on an "as needed" basis.

****Please note there will be an additional charge of \$100 for any meeting exceeding 4 hours in length****



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 1 OF 2023

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
VIDEO VENTURES, LTD. FOR 2023-2024 VIDEO SERVICES**

WHEREAS, the City of Beacon seeks to contract for video services for 2023 and 2024; and

WHEREAS, Video Ventures, Ltd. provides the above services and is willing and able to extend the same to the City of Beacon; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with Video Ventures, Ltd. for 2023-2024 video 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. 1 of 2023			Date: January 17, 2023				
☐ 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
01/17/2023

Title:

Resolution No. 2 - Approving an Agreement with Flock Group, Inc. for License Plate Readers

ATTACHMENTS

Draft Agreement with Flock Group, Inc. for Flock Safety Cameras

Resolution Authorizing the City Administrator to Execute an Agreement with Flock Group Inc. for License Plate Readers

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: NY - Beacon City PD	Contact Name: Sands Frost
Address: 1 Municipal Plz Ste 3 Beacon, New York 12508	Phone: (845) 831-4111 E-Mail: sfrost@beaconpd.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 Renewal Term: 24 Months	Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Falcon, Standard Implementation	\$350.00	4.00	\$1,400.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon Camera	\$2500.00	4.00	\$10,000.00

Subtotal Year 1:	\$11,400.00
Subscription Term:	24 Months
Annual Recurring Total:	\$10,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$21,400.00

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

- 1.7 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.
- 1.21 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.
- 1.25 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”).

Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.4 Usage Restrictions.

2.4.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension.

2.6.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the

Services for anything other than the Permitted Purpose (“**Service Suspension**”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.6.2 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully

obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.7.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.10 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect

to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)

days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Wing Suite Fees. For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 Falcon Fees. For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including

Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law: Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 2 OF 2023

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
FLOCK GROUP, INC. FOR LICENSE PLATE READERS**

WHEREAS, the City of Beacon seeks to contract for license plate readers; and

WHEREAS, Flock Group, Inc. provides the above services and is willing and able to extend the same to the City of Beacon; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with Flock Group, Inc. license plate readers, 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. 2 of 2023			Date: January 17, 2023				
☐ 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
01/17/2023

Title:

Resolution No. 3 - Designating the Poughkeepsie Journal as the Newspaper of Record

ATTACHMENTS

[Resolution Designating the Poughkeepsie Journal as the Newspaper of Record](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 3 OF 2023

**DESIGNATION OF THE POUGHKEEPSIE JOURNAL AS THE
CITY OF BEACON NEWSPAPER OF RECORD
FOR THE YEAR 2023**

BE IT RESOLVED THAT the City Council of the City of Beacon hereby designates the Poughkeepsie Journal as the City of Beacon's newspaper of record for 2023.

Resolution No. 3 of 2023			Date: January 17, 2023				
☐ 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
01/17/2023

Title:

Resolution No. 4 - Authorizing the City Administrator to Approve Certain Expenditures

ATTACHMENTS

[Resolution Authorizing The City Administrator to Approve Certain Expenditures](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 4 OF 2023

AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE CERTAIN EXPENDITURES

WHEREAS, on November 21, 2022, the City of Beacon City Council, after a due public hearing and full consideration, authorized the adoption of the 2023 City Budget; and

WHEREAS, the City of Beacon has an administrative form of government whereby the City Administrator implements policies and decisions made by the Council.

NOW, THEREFORE BE IT RESOLVED, that the City Administrator is authorized to enter into contracts and agreements for expenditures authorized within the adopted 2023 City Budget as specified therein specifically and in general for funds allocated within budget lines for i) general commodities/services (commonly referred to as a Purchase Contract in accordance with NYS General Municipal Law (“GML”) Section 103, for amounts under \$20,000.00; ii) for contracts for services, labor and construction Public Works for amounts under \$35,000.00; and iii) for any expenditure under \$20,000 not falling within either category, so long as such purchase is consistent with the appropriations set forth in the approved budget and quotes obtained in a manner consistent with the City of Beacon’s procurement policy.

Resolution No. 4 of 2023			Date: January 17, 2023				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not 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
01/17/2023

Title:

Resolution No. 5 - Approving Mtr. of ENEL North America, Inc. 2021 and 2022 Tax Certiorari Settlement

ATTACHMENTS

[Resolution Approving the Tax Certiorari Settlement with Mtr. of ENEL North America, Inc.](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 5 OF 2023

**RESOLUTION RE: CERTIORARI SETTLEMENT –
MTR. OF ENEL NORTH AMERICA, INC. v. BOARD OF ASSESSMENT REVIEW OF THE
CITY OF BEACON, ET ANO. (SUP. CT. DUTCHESS CO. INDEX NOS. 52803/21 & 52186/22) –
SETTLEMENT OF 2021 AND 2022 TAX CERTIORARI PROCEEDINGS**

WHEREAS, tax certiorari proceedings, titled Mtr. of ENEL North America, Inc. v. Board of Assessment Review of the City of Beacon, et al. (Sup. Ct. Dutchess Co. Index Nos. 52803/21 & 52186/22), are pending before the Supreme Court, Dutchess County (Hon. James V. Brands, J.S.C., presiding); and

WHEREAS, these proceedings challenge the 2021 and 2022 assessments of property identified as Parcel No. 6055-04-590165 on the City of Beacon 2021 and 2022 Assessment Rolls; and

WHEREAS, this parcel is the site of the Groverville Hydroelectric facility, owned and operated by Petitioner ENEL North America, Inc. (“ENEL”); and

WHEREAS, a proposed settlement of these proceedings has been reached by and between ENEL and the City of Beacon; and

WHEREAS, the City of Beacon has obtained the advice and assistance of its counsel, Keane & Beane, P.C., with respect to the proposed settlement terms and has duly considered same; and

WHEREAS, under the settlement terms, the City will be liable for a City tax refund in the amount of Three Thousand One Hundred Seventy-One and 86/100 (\$3,171.86) Dollars.

NOW, THEREFORE, BE IT RESOLVED, that the City Council accepts the settlement of this proceeding so that the following adjustment is made to the real property tax assessment of the above-described tax parcel:

<u>Year</u>	<u>Assessment</u>	<u>Revised_</u> <u>Assessment</u>	<u>Reduction</u>
2021	\$780,000	\$625,000	\$155,000
2022	\$750,000	\$625,000	\$125,000

BE IT FURTHER RESOLVED, that counsel for the City of Beacon, Keane & Beane, P.C., together with the City Administration, is hereby authorized to undertake such actions as are necessary to confirm and effectuate this settlement, including execution of the Consent Order and Judgment incorporating the settlement terms.

Resolution No. 5 of 2023			Date: January 17 , 2023				
☐ 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
01/17/2023

Title:

December 19, 2022 City Council Minutes

ATTACHMENTS

[December 19, 2022 Minutes](#)



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

**December 19, 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/user1296488>. 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 George Mansfield, 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

[Recreation Director Recommendation on Participatory Budgeting Proposals](#)

Public Comment

Public Hearings

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 148 - Appointing Christopher Egitto to the Position of Heavy Motor Equipment Operator](#)
2. [Resolution No. 149 - Appointing Zachary Ross to the Position of Heavy Motor Equipment Operator](#)
3. [Resolution No. 150 - Appointing James Cottrell to the Position of Motor Equipment Operator](#)
4. [Resolution No. 151 - Appointing Edison Tenesaca to the Position of Motor Equipment Operator](#)

Motion to combine resolutions No. 148 – 151 and to hire the corresponding employees for such in the order listed by Councilmember Longno.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

Motion to pass resolutions No. 148 - 151 by Councilmember Wake.

Second by Councilmember McCray.

Motion passes 7 – 0.

5. [Resolution No. 152 - Reappointing John Stella to the Board of Assessment Review](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

6. [Resolution No. 153 - Reappointing John Gunn to the Planning Board](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 5 – 1 - 1. Councilmember McCray abstained from voting. Councilmember Aymar-Blair voted against the resolution. All other councilmembers voted in favor of the resolution.

7. [Resolution No. 154 - Reappointing Kevin Byrne to the Planning Board](#)

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember McCray.

Motion passes 7 – 0.

8. [Resolution No. 155 - Appointing David Jensen to the Planning Board](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

9. [Resolution No. 156 - Appointing Stowe Boyd to the Zoning Board of Appeals](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

10. [Resolution No. 157 - Authorizing the City Administrator to Execute an Agreement with Brown & Brown, Inc. for NYMIR Insurance Services](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

11. [Resolution No. 158 - Authorizing the City Administrator to Execute an Agreement with WSP USA for Construction Inspection Services on the Fishkill/Teller Avenue Rehabilitation Project](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember McCray.

Motion passes 7 – 0.

12. [Resolution No. 159 - Authorizing Amendments to the 2022 Operating Budget](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

13. [Resolution No. 160 - Authorizing the 2023 City Council Meeting Dates and Times](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Longno.

Motion passes 7 – 0.

14. [Resolution No. 161 - Authorizing the City Administrator to Execute an Agreement with United Safety, LLC for the Beacon Fire Station Abatement Project](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Mansfield.

Motion passes 7 – 0.

Approval of Minutes

1. [December 5, 2022 Minutes](#)

Motion to approve the minutes by Councilmember Wake.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

Public Comment - Second Opportunity

Adjournment

Motion to adjourn by Councilmember McCray.

Second by Councilmember Rhodes.

Motion passes 7 – 0.