



CITY OF BEACON, NEW YORK
VIRTUAL MEETING

Mayor Lee Kyriacou
Councilmember Amber J. Grant, At Large
Councilmember George Mansfield, At Large
Councilmember Terry Nelson, Ward 1
Councilmember Air Rhodes, Ward 2
Councilmember Jodi M. McCredo, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**April 5, 2021
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

[Notice of Change in Meeting Location April 5, 2021](#)

Reports

Local Laws and Resolutions:

1. [Resolution Condemning Hate Crimes Against Asian Americans and Pacific Islanders](#)
2. [Resolution Approving Proposed Budget Amendments](#)
3. [Resolution Approving a Contract Amendment with County of Dutchess for Beacon Center at 223 Main Street to Allow Beacon Farmers' Market Operations](#)
4. [Resolution Permitting the Beacon Farmers' Market to Operate at the Beacon Center Parking Lot](#)
5. [Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Parking and Traffic for April 19, 2021](#)
6. [Resolution to Modify the City of Beacon Volunteer Firefighter Roll Book](#)

Approval of Minutes

[City Council Meeting Minutes March 15, 2021](#)

2nd Opportunity for Public Comments:

Executive Session

[Personnel](#)

Adjournment:

City of Beacon City Council Agenda
04/05/2021

Title:

Notice of Change in Meeting Location April 5, 2021

ATTACHMENTS

[Notice of Change in Meeting Location April 5, 2021](#)



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the City Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the videoconference meeting and comment during regular City Council meetings (i.e for public hearings and during designated public comment periods) at

<https://us02web.zoom.us/j/85444968759?pwd=TDIUeWtTdHJkRHF5T1lqakVsdU1vQT09>

Webinar ID: 854 4496 8759 Passcode: 871174. To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 854 4496 8759 Passcode: 871174. The City Council's agenda is available online in advance of meetings at <https://www.beaconny.gov/index.php/agendas-minutes/>. The public can email written comments or questions for regular City Council Meetings by 5pm on the day of the meeting addressed to cityofbeacon@beaconny.gov. Any member of the public who has questions should contact the City Administrator in advance of the meeting at 845 838 5010 or cwhite@beaconny.gov.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the Council will be initiated with the Council first convening on the public videoconferencing site, and then adopting a motion to go into Executive Session.

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of April 5, 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
04/05/2021

Title:

Resolution Condemning Hate Crimes Against Asian Americans and Pacific Islanders

ATTACHMENTS

[Resolution Condemning Hate Crimes Against Asian Americans and Pacific Islanders](#)



CITY OF BEACON
CITY COUNCIL

Resolution No. _____ of 2021

RESOLUTION CONDEMNING HATE CRIMES AGAINST
ASIAN AMERICANS AND PACIFIC ISLANDERS

WHEREAS, since the beginning of the coronavirus pandemic, rates of hate crimes against Asian Americans and Pacific Islanders (AAPI), including verbal, physical, and psychological abuse, have increased exponentially; and

WHEREAS, in major U.S. cities, the rate of anti-Asian American hate crimes has increased by nearly 150%; and

WHEREAS, Stop AAPI Hate, a coalition that tracks the prevalence of anti-Asian American hate crimes, reported nearly 3,800 incidences of hate from March 19, 2020 to February 28, 2021; and

WHEREAS, reported harm experienced by the AAPI community includes verbal harassment (68.1%), shunning (20.5%) which is the deliberate avoidance of Asian Americans, physical assault (11.1%), civil rights violations (8.5%) in workplace discrimination, refusal of service, and being barred from transportation, and online harassment (6.8%); and

WHEREAS, the horrific mass murder in Atlanta, Georgia on March 16, 2021 is yet another wakeup call for our nation to collectively address hate wherever it exists; and

WHEREAS, it is time we as a city, state and nation address the intersection of racism, bigotry, xenophobia and sexism, that is impacting AAPI communities and other communities of color at the hands of white supremacy; and

WHEREAS, the City of Beacon wishes to express its condemnation of these unacceptable acts of hatred and violence against the AAPI community and state its support for and solidarity with the victims of hatred, violence, and discrimination that have impacted the AAPI community, and

WHEREAS, the City of Beacon is committed to denouncing racialized hate in all communities of color and to supporting all community members impacted by acts motivated by hatred, including the AAPI community; and

WHEREAS, hatred and discrimination that targets any group is an attack on our entire community and must therefore be condemned wherever and whenever they arise.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby condemn all acts of violence, racism, xenophobia, hate speech, intolerance, and discrimination against Asian Americans and Asian American Pacific Islanders.

Resolution No. ____ of 2020			Date: <u>April 5, 2021</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/05/2021

Title:

Resolution Approving Proposed Budget Amendments

ATTACHMENTS

[Resolution Approving Proposed Budget Amendments](#)

[Proposed Budget Amendments](#)



CITY OF BEACON
CITY COUNCIL

Resolution No. __ of 2021

RESOLUTION APPROVING PROPOSED BUDGET AMENDMENTS

BE IT RESOLVED, that the City Council of the City of Beacon hereby approves the attached budget amendments.

Resolution No. ____ of 2021			Date: <u>April 5, 2021</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
☐ 3/4 Required							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

Council Budget Amendments
April 5, 2021 Meeting

1. Amend the 2021 budget for the promotion of 2 Lieutenants in the Fire department and increase all salaries to the 2020 rate per the 2020 IAFF Collective Bargaining Agreement. The Lieutenants will also be handling the training that was originally budgeted as a consultant expense. Below is the proposed budget amendment:

Transfer to:

A -03-3410-101000- REGULAR SALARIES	\$ 43,631
A -03-3410-105101- OVERTIME	10,000
Total	<u>\$ 53,631</u>

Transfer from:

A -01-1990-400001- CONTINGENCY FUND	\$ 43,631
A -03-3410-443200- TRAINING	10,000
Total	<u>\$ 53,631</u>

2. Amend the 2021 budget for the increase in the administration lines for the increase to the 2020 salary levels. Below is the proposed budget amendment:

Transfer to:

A -01-1210-106000- CLERICAL SALARIES	\$ 861
A -01-1230-106000- CLERICAL SALARIES	1,387
A -01-1325-101000- REGULAR SALARIES	2,022
A -01-1410-101000- REGULAR SALARIES	1,271
A -03-3410-100201- FIRE CHIEF SALARY	1,914
A -03-3620-101000- REGULAR SALARIES	1,780
A -05-5110-100401- SUPERINTENDENT SALARY	1,784
A -07-7140-101000- REGULAR SALARIES	984
A -07-7140-109102- RECREATION DIRECTOR	1,171
F -08-8340-100401- SUPERINTENDENT SALARY	1,723
Total	<u>\$ 14,897</u>

Transfer from:

A -01-1990-400001- CONTINGENCY FUND	\$ 13,174
F -01-1990-400001- CONTINGENCY FUND	1,723
Total	<u>\$ 14,897</u>

Council Budget Amendments
April 5, 2021 Meeting

3. Amend the 2021 General Fund Police budget for the contract with Mental Health America of Dutchess County for Case Management. Below is the proposed budget amendment:

Transfer to:

A -03-3120-452021- CASE MANGEMENT	<u>\$ 58,333</u>
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Transfer from:

A -01-1990-400001- CONTINGENCY FUND	<u>\$ 58,333</u>
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Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda
04/05/2021

Title:

Resolution Approving a Contract Amendment with County of Dutchess for Beacon Center at 223 Main Street to Allow Beacon Farmers' Market Operations

ATTACHMENTS

Resolution Approving a Contract Amendment with County of Dutchess for Beacon Center at 223 Main Street to Allow Beacon Farmers' Market Operations

Proposed Amendment to License Agreement with Dutchess County



CITY OF BEACON
CITY COUNCIL

Resolution No. __ of 2021

RESOLUTION APPROVING A CONTRACT AMENDMENT WITH COUNTY
OF DUTCHESS FOR BEACON CENTER AT 223 MAIN STREET TO ALLOW
BEACON FARMERS' MARKET OPERATIONS

BE IT RESOLVED, that the City Council of the City of Beacon hereby approves the attached Contract Amendment with the County of Dutchess (County Contract No. 03-0567-CA) for Beacon Center at 223 Main Street in the City of Beacon, New York to allow Beacon Farmers' Market Operations.

Resolution No. ____ of 2021			Date: <u>April 5, 2021</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

AMENDMENT TO LICENSE AGREEMENT

THIS REVOCABLE LICENSE, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “Licensor”), and the **CITY OF BEACON**, whose address is 1 Municipal Plaza, Beacon, New York 12508 (hereinafter referred to as the “Licensee”).

WITNESSETH:

WHEREAS, the Licensor owns and operates a government facility at 223 Main Street in the City of Beacon, New York, known as the Beacon Center, with onsite parking for employees and patrons of the facility, and

WHEREAS, the parties hereto made and entered into a License Agreement dated August 22, 2003 (County Contract No. 03-0567-CA), for the Licensee’s use of the parking lot at Beacon Center and which License Agreement was amended by County Contract No. 03-0567-CA-A1 dated March 7, 2019, and

WHEREAS, the parties desire to further amend said License Agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 03-0567-CA, dated August 22, 2003, is hereby further amended upon the following terms and conditions, and

WHEREAS, Licensee requires seasonal use of the parking lot at Beacon Center on Sundays, beginning in May and continuing through November of each year, for Licensee’s vendor to operate an outdoor Beacon Farmer’s Market, and

WHEREAS, Licensor is willing to assist Licensee in the use of the parking lot at Beacon Center for the outdoor Beacon Farmer’s Market under certain conditions, now, therefore, Licensor hereby offers to Licensee the use of its Beacon Center parking lot situate at 223 Main Street, Beacon, New York upon the terms and conditions hereinafter set forth:

1. The Licensee’s vendor shall be permitted to use the parking lot on Sundays from May 1, through the month of November for the operation of an outdoor Beacon Farmer’s Market as shown on Exhibit “A-2” annexed hereto and made a part of this Agreement. Licensee shall ensure through its Agreement with any vendor that such vendor will: (a) Occupy the Beacon Center parking lot only on Sundays from 8:00am to 4:00pm during the term of this Agreement, and (b) Follow all COVID-19 precautions in place during the term of any Agreement between it and the Licensee.

2. At all times during the existence of this License Agreement, the Licensee and its sub-contractors and vendors shall maintain at their own costs the following insurance and shall provide proof thereof to the Licensor, in the form of a Certificate of Insurance prior to the start of the Farmer’s Market season each May:

Worker’s Compensation Employer’s Liability (statutory limits). In compliance with the Workers’ Compensation Law of the State of New York, each contractor shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Licensee and/or sub-contractors and vendors, is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The Licensors must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The Licensors must be listed as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The Licensors must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the Licensors.
- (D) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the Licensors is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the Licensors, its

officers, or its employees shall be excess and noncontributory insurance to that provided by the Licensee. The Licensee, and his sub-contractor(s) and vendors, shall be solely responsible for any deductible losses under each of the policies required above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the Licensor shall have the option to cancel this Agreement without further expense or liability to the Licensor, or to require the Licensee to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the Licensor. Failure of the Licensee, and his sub-contractors and vendors, to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Licensee from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Licensee concerning indemnification.

All losses of Licensor's property shall be adjusted with and made payable directly to the Licensor.

All Certificates of Insurance shall be approved by the Licensor's Director of Risk Management or designee prior to commencement of this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Licensee until the Licensee furnishes such additional security as is determined necessary by the Licensor.

3. Licensee and its sub-contractors and vendors, shall hold Licensor harmless for all claims, suits or actions for damages resulting from the use of the parking lot for the outdoor Beacon Farmer's Market pursuant to this agreement or by any activity by employees, officers or agents of the Licensee in connection with this agreement.

4. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

5. All other terms and conditions of the underlying License Agreement and prior Amendment to License Agreement not expressly amended or altered by this agreement shall remain in full force and effect. If any provision of the underlying License Agreement and prior

Amendment to License Agreement is in conflict with the provisions of this Amendment to License Agreement, the provisions of this Amendment to License Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20____.

APPROVED AS TO FORM:

ACCEPTED : COUNTY OF DUTCHESS

County Attorney's Office

By _____
Christopher Baiano
Acting Deputy County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

Department of Public Works

By _____
Lee Kyriacou, Mayor



City of Beacon City Council Agenda

04/05/2021

Title:

Resolution Permitting the Beacon Farmers' Market to Operate at the Beacon Center Parking Lot

ATTACHMENTS

[Resolution Permitting the Beacon Farmers' Market to Operate at the Beacon Center Parking Lot](#)

[City of Beacon Farmers Market License Agreement \(Contract No. 2021-006\)](#)



CITY OF BEACON
CITY COUNCIL

Resolution No. __ of 2021

RESOLUTION PERMITTING THE BEACON FARMERS' MARKET TO
OPERATE AT THE BEACON CENTER PARKING LOT

BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the Beacon Farmers Market to operate at the Beacon Center Parking Lot with the address 223 Main Street, Beacon New York, pursuant to the terms of the City of Beacon Farmers' Market License Agreement (City of Beacon Contract No. 2021 – 006).

BE IT FURTHER RESOLVED, that the City Administrator is hereby authorized and directed to sign the City of Beacon Farmers' Market License Agreement (City of Beacon Contract No. 2021 – 006), and execute any and all other documents necessary to effectuate the purpose of this Resolution on behalf of the City of Beacon.

Resolution No. ____ of 2021			Date: <u>April 5, 2021</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon Farmers' Market License Agreement

This Agreement made as of the ____ day of March, 2021, by and between the City of Beacon (the "City"), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 ("City"), and Common Ground Farm, Inc. ("CGF"), a New York domestic not-for-profit corporation with offices at 333 Fishkill Avenue, Beacon, NY 12508.

WHEREAS, the County of Dutchess (the "County") owns and operates a government facility at 223 Main Street in the City of Beacon, New York, known as the Beacon Center, with onsite parking for employees and patrons of the Beacon Center; and

WHEREAS, the City has an Amended License Agreement with the County to permit the use of the parking lot at the Beacon Center (referred to herein as the "Licensed Area") for the Beacon Farmers' Market, a copy of the Amended License Agreement is attached hereto as Exhibit "A"; and

WHEREAS, this Agreement sets forth the rights and obligations of the City and CGF in connection with the operation of the Farmers' Market.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. **Grant of License.** The City hereby grants CGF a license to operate the Farmers' Market and its related activities and events within the City of Beacon at the location and times specified below (the "License").

2. **Term of License.** Subject to the terms of this Agreement, the term of the License shall commence upon the date of execution of this Agreement by the parties hereto and continue until November 30, 2023. The City reserves the right, upon four (4) weeks prior notice, to make the Licensed Area unavailable for CGF's use in the event it is required for use by the City for a City event or a third-party event the City has authorized to use the Licensed Area. Said reserved right may be utilized by the City up to three times per calendar year. This Agreement may be renewed for three (3) additional years, in one (1) year intervals at CGF's request should the City Administrator, in its sole discretion, and after seeking input from appropriate departments heads, such as DPW and the Police, agree it is appropriate to extend this agreement and upon such additional terms as the City Administrator deems necessary. In such case, no further resolution from the City Council is required.

3. **Location of Market.** CGF shall operate the Farmers' Market in the Beacon Center parking lot at 223 Main Street, Beacon, New York, on Sundays during the months of May through November, from 8:00 am to 4:00 pm only, including setting up and breaking down. The Beacon Center parking lot contains eight reserved parking spot that must be kept open and accessible during the Farmers' Market. Access to the lane to South Elm Street must also be kept open and accessible. These reserved parking spots are identified on the map attached hereto as Exhibit "B."

4. **Operation of Market.**

(a) CGF shall promote and advertise the Market. CGF shall operate and manage the Market in accordance with the CGF's Rules and Regulations, subject to any and all Federal, State and local laws, guidelines, regulations, orders or directives having jurisdiction over CGF and the Farmers' Market. A copy of the CGF's current rules and regulations is attached to this Agreement as Exhibit "C." CGF shall provide the City with updated rules and regulations as they are amended from time to time.

(b) CGF shall follow all COVID-19 precautions in place during the term of this Agreement.

(c) CGF shall be solely responsible for the coordination and management of farmers, producers, and vendors.

(d) All Farmers' Market participants (i.e. vendors, farmers, etc.) shall complete an indemnification agreement in favor of the City of Beacon in the form annexed hereto as Exhibit "D". CGF's Market Manager shall provide the City Clerk with the original indemnification agreements obtained from each vendor.

(e) CGF must abide by the following operational requirements:

(i) CGF shall provide clear signage to show where the portable toilets are located.

(ii) CGF shall provide signage about respecting the businesses around the Farmers' Market and shall encourage customers to enjoy their purchased prepared products at the market itself.

(iii) CGF will be permitted to have tables and chairs for farmer market customers. CGF shall coordinate with the City concerning the location of all tables and chairs.

5. **Additional Activities Permitted.**

(a) CGF may provide amplified live music subject to obtaining a noise permit from the City pursuant to Chapter 149 of the Code of the City of Beacon.

(b) Cooking demonstrations shall be permitted, provided propane tanks are properly secured and not left open to the public and are otherwise in compliance with all applicable laws, rules and regulations.

(c) Wine and beer tastings are permitted by vendors selling wine at the Farmers' Market where said vendors possess all required licenses. No open consumption of alcoholic beverages is otherwise permitted.

(d) CGF may also provide activities of interest to children.

6. **Products Sold.** CGF shall permit its vendors to sell only those products that are pre-approved by CGF, or its designee. No food shall be cooked or prepared for on-site consumption and served to the public by any vendor, except by Nana's Homemade, without a physical business location in the City of Beacon unless otherwise approved in writing by the City Administrator. If Nana's Homemade is removed from the Farmers' Market, it must be replaced with a local business.

7. **Prohibited Sales from Vehicles.** There shall be no sales from the surfaces of pick-up trucks, trailers or other vehicles unless approved in writing by the City Administrator. All products must be sold from a stationary stall unless otherwise approved as above.

8. **Cancellations.** The City reserves the right to suspend this License on any given scheduled market day when snow fall, hurricane, or other severe weather event renders the Licensed Area unsafe or unsuitable for use by the Farmers' Market and the City cannot make the Licensed Area safe or suitable in time for use on the scheduled market day or the City needs the Licensed Area for a public purpose. The City shall incur no liability to the Farmers' Market, its agents, vendors, invitees or employees, by exercising its right pursuant to this paragraph.

9. **License Fee.** A fee of \$100.00 per month that the Farmers' Market is operated, without being pro-rated, shall be paid on July 1st and November 1st.

10. **Personnel and Equipment.**

(a) A Market Manager, or a designated representative of CGF will be present and supervising the Farmers' Market, its vendors and activities during all hours of operation. CGF shall provide all necessary equipment to operate the Farmers' Market.

(b) Farmers' Market vendors shall be required to provide their own means of trash removal and shall not use any City receptacles for disposal of garbage or recyclables generated from their operation at the Farmers' Market. CGF shall maintain trash barrels distributed throughout the Licensed Area during the operation of the Farmers' Market. All trash barrels shall be maintained by CGF and/or the Vendors and emptied and removed each Sunday at the time the Farmers' Market operations conclude

(c) CGF shall install, at its sole expense, a portable toilet that is fully accessible to persons with disability near the Farmers' Market in a location approved by the City. The location of the portable toilet shall not block access to the market or to parking. The portable toilet shall be maintained in a sanitary and operable condition at all times. The City may, at any time, require CGF to move or perform maintenance on the portable toilet.

(d) CGF acknowledges and represents that all personal property and equipment used for and in connection with the Farmers' Market is owned or leased by CGF or its vendors. CGF shall defend, indemnify and hold the City harmless against any and all claims or causes of action made by any person or entity, arising out of, or resulting from the use of or rights to such personal property or equipment.

(e) CGF will be responsible for the cost and installation of any necessary parking signage required to ensure the License Area is clear of vehicles by the start of the Farmers'

Market on Sunday morning. Such signage shall be approved by the City Administrator prior to installation.

11. **Insurance.**

(a) Throughout the term of this Agreement, CGF shall obtain and maintain, at CGF's sole cost and expense, and keep in force for the benefit of CGF the following insurance policies:

- (i) General Liability Insurance, with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate limits for Bodily Injury and Property Damage. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, all rights of subrogation or similar rights against the City, the County and the assigns, officers, employees, representatives and agents associated therewith shall be waived. The City, the County, and the agents, officers, volunteers, directors and employees associated therewith, shall be named as additional insureds and included in a waiver of subrogation endorsement.
- (ii) Worker's Compensation Employer's Liability. In compliance with the Worker's Compensation Law of the State of New York, CGI shall provide a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, or a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P). In the event CGI is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Worker's Compensation Board, Form CE-200. To the extent permitted by New York law, all rights of subrogation or similar rights against the City, the County and the assigns, officers, employees, representatives and agents associated therewith shall be waived.
- (iii) Automobile Liability, for all owned, scheduled, hired and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, all rights of subrogation or similar rights against the City, the County and the assigns, officers, employees, representatives and agents associated therewith shall be waived. The City, the County, and the agents, officers, volunteers, directors and employees associated therewith, shall be named as additional insureds and included in a waiver of subrogation endorsement.

(b) All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an AM. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an AM. Best financial strength rating of A+ or higher.

(c) Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City and the County.

(d) Policies that lapse and/or expire during term of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.

(e) CGF shall furnish to the City of Beacon Certificates of Insurance as evidence of coverage prior to commencement of the first outdoor Farmers' Market of the year. Such Certificates shall name the City, the County, and the officers, officials, employees and agents associated therewith, as Additional Insureds on the Commercial General Liability Policy and Automobile Liability Policy.

12. **Indemnification.** CGF shall defend, indemnify, protect, and hold harmless the City, the County, and the respective elected officials, officers, employees, agents associated therewith from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected this Agreement or any of CGF's activities on the Licensed Area; (ii) arise from or are in any way connected with any act or omission of CGF or CGF's invitees; (iii) result from any default of this Agreement or any provision hereof by CGF; (iv) result from the presence of CGF's property or equipment or the equipment or property of CGF's invitees' on the Licensed Areas; or (v) result from injury to any person or property or loss of life sustained in or about the Licensed Area caused by or arising out of CGF or CGF's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. CGF's obligations under this paragraph shall survive the revocation or termination of this Agreement.

13. **Waiver of Responsibility.** CGF waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by CGF or any person claiming by, through or under CGF resulting from any accident or occurrence in, on or about the Licensed Area, or any part of the Licensed Area, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct of the City. To the maximum extent permitted by law, CGF shall use and occupy the Licensed Area and such other portions of the Licensed Area pursuant to this Agreement, at CGF's own risk.

14. **Conduct of CGF.** CGF and the Market Manager and their employees and vendors will at all times conduct business in a courteous and hospitable manner during operation of the Farmers' Market.

15. **Modifications and Notices.**

(a) Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

(b) The emergency contact for CGF is: Sember Weinman, (347) 645-2459, semer@commongroundfarm.org or manager@commongroundfarm.org.

(c) Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by first-class mail or personal delivery and addressed to:

City of Beacon

City Administrator
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

County of Dutchess

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

CGF

P.O. Box 148
Beacon, NY 12508

16. **Agreement Non-assignable.** The License granted hereunder and this Agreement, and the obligations and privileges conferred on CGF in this Agreement are not assignable by CGF without the City's prior written consent.

17. **Authorities.** CGF will secure all necessary permits, licenses and certificates from the appropriate regulatory agencies, including the City and the Dutchess County Department of Health, if any are required, and shall maintain compliance with all local, federal and state laws ("Government Approvals"). CGF will furnish all necessary documentation to the City, upon request, demonstrating compliance by it or its vendors with Government Approvals. CGF will keep accurate records of its enforcement of the Rules and Regulations and acknowledges the right of the City to review its records for purposes of assuring continued compliance with Government Approvals, the Rules and Regulations, and the terms of this Agreement. All such records shall be made available for review by the City upon the City's request upon reasonable notice.

18. **Maintenance.** CGF will keep the License Area in a clean and orderly condition at all times and will leave the License Area in broom clean condition and will remove all of its equipment by 4 p.m. of each Sunday during the Term. Street closure barricades will be put up at 8:00 a.m. and removed by 4:00 p.m.

19. **Relocation.** The City shall have the right to relocate the Market upon thirty (30) days written notice to CGF if the City or Dutchess County require use of the Licensed Area for other public purposes on a long-term or permanent basis. The City shall work with CGF to find a suitable alternative location that is agreeable to both parties.

20. **Termination.** Either party, without cause, may terminate this Agreement on thirty (30) days written notice.

21. **Vacation of Premises.** Upon termination of this Agreement, CGF shall promptly (i) refrain from accessing and/or using the Licensed Area, and (ii) return the Licensed Area to its original condition prior to this Agreement. CGF shall repair any damage to the Licensed Area caused by its use thereof.

22. **Breach of Agreement.**

(a) In the event that CGF fails to pay any fees due the City under this Agreement or otherwise breaches any of the terms of this Agreement, then the City shall notify CGF of notice of breach of agreement. Failure to rectify the noticed breach of agreement after fifteen (15) businesses day could result in the City's termination of this Agreement following the 15-day period if not rectified. The parties acknowledge that this Agreement is not a lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

(b) Further, upon such a breach and written notice as specified above, the City may, without further notice, peaceably re-enter the Licensed Area and dispossess CGF and remove its effects and hold the Licensed Area as if this Agreement had not been made. If CGF shall default prior to the commencement of any renewal of this Agreement, the City may cancel and terminate such renewal immediately by written notice.

23. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of New York State and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

COMMON GROUND FARM, INC.

CITY OF BEACON

Signature: _____

Signature: _____

Name: Sember Weinman

Name: Christopher White

Title: Executive Director

Title: City Administrator

Date: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Sember Weinman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Christopher White**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, and the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A
AMENDMENT TO LICENSE
AGREEMENT BETWEEN THE
COUNTY OF DUTCHESS AND THE
CITY OF BEACON

EXHIBIT B
RESERVED PARKING SPOTS IN THE
BEACON CENTER PARKING LOT



EXHIBIT C

RULES AND REGULATIONS

BEACON FARMERS MARKET VENDOR RULES

MARKET MISSION

The mission of the Beacon Farmers' Market is to feed and engage the Beacon community, support local farms and businesses, and create a more just food system.

Community

To create a welcoming, vibrant and inclusive community market and gathering space that contributes to the vitality of the City of Beacon

To offer enrichment programming related to fresh, healthy eating, farming, cooking, gardening, sustainable living and other related topics as well as showcasing Beacon art and music communities

To provide outreach opportunities for Beacon non-profit organizations and projects which complement the mission of the farmers' market

Local Farms and Businesses

To connect customers with local food and agricultural businesses in the mid-Hudson Valley region

To support farmers and working farmland in the Hudson Valley and surrounding agricultural communities

To encourage sustainable agricultural and business practices.

Food Justice

To provide direct access to affordable, locally grown, fresh fruits and vegetables to people of all incomes and socio-economic backgrounds.

To enable local farmers, workers, and business owners to earn their livelihood and receive fair compensation for their efforts.

To work in partnership with the local network of food justice organizations to support and develop efforts to address hunger in our community.

.....

The Beacon Farmers' Market is a DBA filed by Common Ground Farm, a 501(c)3 organization in Beacon. The market is operated by the Market Manager, with vendor selection and decision-making support from the BFM Committee. Our market is run year round and the BFM Outdoor Market runs from May through November while the BFM Indoor Market runs from December through April.

Vendors agree to read these rules carefully before signing and agreeing their Vendor Agreement Forms. Failure to observe these rules may result in suspension or termination of Market privileges.

1. Vendor Applications

- A. Vendors must submit an application prior to each Market term whether or not they have been Vendors in the past.
- B. Applications will be reviewed by the market managers and the market committee. Vendors may only participate in the market at the invitation of the managers and committee.
- C. The application deadline for the outdoor market season is April 14th, 2021. The application deadline for the indoor season is November 1st, 2021.
- D. Acceptance of applications after these deadlines will be at the discretion of the market managers and committee.
- E. There is no guarantee that any one vendor has exclusive coverage of a particular sector of the market or product type. Decisions regarding the overlapping products will be made at the discretion of the market managers and the market committee with consideration of both the vendor and customer base support.

BEACON FARMERS MARKET VENDOR RULES

- F. Any value-added vendors that provide a product that is not primarily agricultural in nature must submit samples of the products they wish to sell along with their application and explanations of where and how their products are sourced.
- G. Failure to provide all materials of the application will result in a rejected application. Application fees will not be reimbursed whatsoever.

2. Geographical Limits

- A. All agricultural products must be grown and/or processed within a 100-mile radius of Beacon, NY.
- B. All value-added vendor product offerings must contain a majority of agricultural products that were grown and/or processed within a 200-mile radius of Beacon, NY when possible. Exceptions may be made at the discretion of the Market Manager for climate/cost-prohibitive ingredients.
- C. All vendors must be based in New York State. Exceptions made only for vendors participating in the market prior to 2016 and when comparable vendors can not be found within New York.

3. Agricultural Merchandise

- A. All agricultural products must be grown or wild-gathered by the Farmer/Vendor and/or their assistants, unless pre-approved by the Market Manager and BFM Committee.
- B. There will be no reselling of produce or any agricultural products, unless pre-approved by the Market Manager and BFM Committee. Given the approval of the BFM Committee, Ag-Vendors may re-sell produce from other farms within the region but no more than 20% of their produce on any given day may come from these sources. Anything sourced from other farms must be clearly labeled as such.

4. Products and Sales

- A. Vendors agree to sell primarily produce and products grown or produced on their farm or at their business. Vendors should list for public view any locally sourced ingredients if applicable.
- B. Products / produce from other farms / businesses or from outside the Hudson Valley cannot exceed 20% of what the vendor offers for sale and must be pre approved. Produce and products from locales other than the Vendor's farm or business must be clearly identified as such, and the names and locations of the makers of those products must be also listed.
- C. When circumstances such as severe weather eliminate availability of Hudson Valley produce, Vendors may substitute produce / products from other regions within New York State or from the next closest region and must identify the source of such offerings.
- D. The following food products can be sold at the market:
 - 1. Fresh foods such as fruits, vegetables, greens, meat, poultry, fish, seafood, eggs and mushrooms.
 - 2. Prepared foods such as dairy products and cheeses, baked goods, smoked meats and fish, pasta, soups, prepared meals, frozen desserts, relishes, salsa, sauces, dried foods, honey, maple syrup, pickles, juices, wines, beer, teas, ciders, herbs and herbal products.
 - 3. Specialty products such as plants, flowers, coffee, olive oil and refreshments as reviewed and approved by the Market Manager and BFM Committee.

BEACON FARMERS MARKET

VENDOR RULES

4. Sale of products not listed above: must be approved at least one week in advance by the Market Manager and BFM Committee.
- E. Vendors may not sell as a franchise or use franchise trademarks, logos, etc., at the market, unless approved by the Market Manager and BFM Committee. Vendors may not sell franchised products for other suppliers, unless approved.
- F. All products sold at the market must be of high quality. If the Market Manager(s) deem any product inferior in quality the Vendor agrees to withdraw the product immediately or sell for a discounted price.
- G. Radical price cutting of top quality produce is prohibited. Poor quality or overripe produce must be labeled as such and can be sold for a discounted price.
- H. Selling of dairy products, eggs, meats, canned goods, alcohol and other processed or potentially hazardous products must meet all legal requirements.
- I. Highly perishable foods, prepared foods and specialty products must be refrigerated / stored in compliance with all applicable laws.
- J. Vendors must offer customers at least two forms of payment options (e.g. cash and check, or cash and credit) that are clearly labeled as options.

5. Compliance

- A. Vendors must comply with all laws, ordinances, and regulations of the United States, State of New York, County of Dutchess, and City of Beacon and are responsible for doing so.
- B. Vendors must obtain all licenses or certifications so required, and these must be available for inspection at the market, as well as being provided to the Market Manager in advance of the season.
- C. Goods may be sold by weight, volume, container / package or count. All weights, measures, packaging and labeling must comply with all applicable laws. Vendors must be approved by the Dutchess County Sealer of Weights and Measures.

6. Inspection

- A. All Vendors are subject to inspection by the Market Manager and BFM Committee for the sole purpose of confirming conformance with the Farmers' Market Vendor Rules and policies.
- B. Failure to submit to such an inspection can result in suspension of Vendor's Market approval.
- C. Market managers may request a site visit.

7. Setup and Departure

- A. Vendors shall arrive at the market in time to set up and be ready for customers at opening time, 9 a.m. Market Manager will coordinate with each Vendor the exact time and arrival so that load-in can be efficiently managed. Late admittance will be at the discretion of the Market Manager who can be contacted via cell phone (**Lisa Urrico 845-332-8021**) Vendors arriving late will be subject to a late fee of \$5 (first time), \$15 (second), \$30 (third), \$45 (final) at the discretion of the Market Manager, who can terminate the Vendor Agreement with approval by the BFM Committee after the third violation. Vendors may not sell any items prior to 8:45 am.
- B. BFM Vendors are to park only in the area specified by the Market Manager(s). Vendors with assigned spaces shall occupy only those spaces.
- C. Each vendor will display a sign stating the Vendor's/Farm name and the location of their farm or production facility.

BEACON FARMERS MARKET

VENDOR RULES

- D. Prices for all items will be clearly displayed at all times either on a board or on individual items.
- E. Vendors must wait until closing time to start packing up their spaces and taking down their tents. Vendors may not sell any items after fifteen minutes past closing time.
- F. Vendors must remove unsold produce and clean up their spaces before leaving the market. A fine of \$30 may be imposed by the Market Manager(s) for violation of this rule.
- G. Outdoor Market: Vendors must be clear of the site within an hour after the close of the Market unless other arrangements are discussed with and approved by the Market Manager(s). A fine of \$30 will be imposed for violation of this rule.
- H. Indoor Market: Vendors must be clear of the site within an hour after the close of the Market with no exceptions. A fine of up to \$100 will be imposed for violation of this rule by the American Legion Building Committee.
- I. No Vendor may leave their spot before the close of Market without explicit approval from the Market Manager.

8. Space Assignments

- A. On the application, vendors can submit their location preferences (general or specific) for consideration by the Market Manager. While all preferences will be considered, many factors are involved in location decisions and a preferred location cannot be guaranteed.
- B. Vendors will be assigned a space at the market by the Market Manager, and a location map will be sent out in advance of opening day.
- C. Vendors who wish to change location or size after locations are assigned must request a change by email to the **Market Manager (market@commongroundfarm.org.)** Changes cannot be guaranteed.
- D. Vendors can only request one change per market season.

9. Upkeep and Waste

- A. Vendors are responsible for keeping their area clean and neat at all times, and carrying out any large packaging used to deliver products. All Vendors are required to carry their own broom & pan and are required to thoroughly sweep their vending black-top area free of organic matter, paper and plastic debris at the end of the day.
- B. In our effort to reduce market landfill waste, certain packaging products are PROHIBITED at the market: styrofoam, plastic carry out bags, and mixed material products (such as paper-lined foil.) The market manager can offer alternative product suggestions upon request.

10. Conduct and Zero Tolerance

- A. Vendors must conduct themselves in a professional and courteous manner at all times, both during the market and outside of the market. The Market Manager can require a Vendor or an employee of a Vendor to leave if their conduct is deemed to be inappropriate. Inappropriate conduct may include, but is not limited to, any form of harassment based on race, gender, sexual orientation, ability. The Market Manager and the BFM Committee may decide without warning to permanently remove a vendor from the market for conduct violations.
- B. The Beacon Farmers' Market maintains a smoke-free environment.

11. Display and Signage

BEACON FARMERS MARKET VENDOR RULES

- A. All Vendors must keep their tent, merchandise, equipment, vehicles, displays and signage within the space assigned to them. Pedestrian flow cannot be impeded by the Vendor's setup. Vendors must set up their space in a manner that does not block the customers' view of or impede access to other Vendors in any way. Vendors must have a sign that prominently identifies the name of their farm/business and its location. Vendors are encouraged to list all products offered each week.
- B. Tents / canopies must be secured at all times. All Vendors are required to provide and use weights to insure tents cannot blow over. Buckets full of concrete and tied to tents are suggested. Buckets, sand bags or other methods, to be provided by the vendor, can be subject to inspection by the Market Manager.
- C. Signage: All Vendors must display at eye level a sign that states the name of the farm or business, and the location; this signage should be approximately 4.5 square feet, e.g. a 18"h x 36"w banner. All Vendors must also display items and prices. This may be on a separate board (like dry erase or chalkboard), or on the main banner, or labeled product groupings may be priced clearly for all shoppers to recognize.

12. Rents

- A. Market rent is \$45/week per tent for regularly scheduled vendors. Rents rise based on the size of space needed for adequate display and/or vendor sales volume as determined by the BFM Board and Market Manager. A per season marketing fee of \$30 will also be collected with the first month's rent.
- B. Guest vendors and vendors participating less than once per month will pay \$50/ week per tent but will not be required to pay the per season marketing fee.
- C. Weekly and biweekly vendors who wish to prepay for the season will be subject to a discount of 5% for a seasonal (indoor or outdoor) commitment.
- D. All vendors will be required to submit a security deposit at the first market of the season. This deposit will consist of a check for one month's rent. If the vendor leaves the market prior to the end of the agreed-upon market season, the check will be cashed to cover market expenses until another vendor can be found to take their place. If the vendor remains in the market, the check will be voided at the end of the season.
- E. Monthly rents are due on the first Sunday of each month for the coming month.
- F. A late fine of \$15 will accrue for each week after the second Sunday that the rent is in arrears.
- G. By signing the contract to participate as a vendor, you are agreeing to attend the market from opening day until the closing market day unless otherwise agreed upon. Vendors will be held responsible for the rent for the entire season agreed to in the application. If a vendor must pull out of the market, the vendor will be held responsible for any further rents due until an appropriate replacement vendor can be found. Exceptions can be made in the case of extenuating circumstances that have been discussed with the Market Manager(s) and approved by the BFM Committee.
- H. Bounced checks are subject to a \$30 fine to cover bank fees and administrative costs, in addition to the amount of the original check.

13. Insurance and Indemnity Agreements

- A. All vendors must carry General Liability Insurance in the sum of \$1,000,000.00 dollars each occurrence and \$2,000,000.00 annual aggregate.

BEACON FARMERS MARKET VENDOR RULES

- B. The Beacon Farmers' Market, and the City of Beacon must be named as an Additional Insured on this policy for the Outdoor Market. 2 copies of all insurance certificates for the Outdoor Market are due one week prior to the first market and must be submitted to the Market Manager who will coordinate on behalf of the City.
Details for the Additional Insured on your COI:

Beacon Farmers' Market / Common Ground Farm
PO Box 148
Beacon, NY 12508

City of Beacon
1 Municipal Plaza
Beacon, NY 12508

- C. The Beacon Farmers' Market, the City of Beacon, and the location host should be named as additional insurance for the Indoor Market. Two copies of all insurance certificates for the Indoor Market are due one week prior to the first indoor market and must be submitted to the Market Manager who will coordinate on behalf of the City and location host.
- D. Vendors cannot sell at the Market without insurance certificates on file and insurance must be kept current throughout the season.
- E. Vendors must sign and complete indemnity agreements for Common Ground Farm and the City of Beacon, and must provide two copies to the Market Manager.
- F. All insurance certificates and indemnity agreements must be received by the Market Manager one week prior to the first date of sale for each season and appearance at the Market.

14. Attendance

- A. By signing the contract to participate as a Vendor, you are agreeing to attend the market from opening day until the closing market day. Some start dates and end dates may be pre-qualified exceptions, due to the growing season. However, all market dates within your stated commitment in the application will be strictly adhered and rents will be due for.
- B. Vendor must notify the Market Managers by phone or email (**Lisa Urrico 845-332-8021 or market@commongroundfarm.org**) if they are unable to attend a scheduled Sunday for illness or other extenuating circumstances. In the case of a planned absence for vacation or other reasons, vendors must notify the Market Manager two weeks in advance.
- C. Each Vendor is allowed two penalty-free excused absences (planned or unplanned) for cause at the discretion of the Market Manager during each Market term.
- D. Failure to notify the Market Manager in a timely manner will result in an unexcused absence, which will count as one of the two allowed absences. After two unexcused absences, the vendor will be subject to review by committee, and may be asked to leave the market.
- E. Vendors will be responsible for rent on all the days they are scheduled to attend the market whether they appear there or not. If the Vendor gives more than two weeks notice of an absence, and the market manager is able to find another vendor to take their spot, the market manager will not charge the vendor the normal rent.
- F. Rent will be considered in arrears if they are unpaid.

15. Market Cancellation

- A. In the case of an extreme weather warning, the Market Manager reserves the right to cancel the market, and will notify all vendors by cellphone as early as possible. In general, the market will run rain or shine.

BEACON FARMERS MARKET VENDOR RULES

- B. If the market is on, but a Vendor chooses not to attend due to weather, this counts as one of their two excused absences, provided they notify the manager by phone or email in a timely manner.
- C. The market budget allows for two possible weather cancellations, and in the event of 1 or 2 cancellations, Vendors will be refunded or credited their vendor fees for the weeks the Market was cancelled. If there are more than two weather cancellations in a season, vendors will not be refunded or credited for rent. The market can accommodate a certain amount of uncertainty around weather, but we ask Vendors to share the risk by agreeing to be responsible for rent in the case of more than two cancellations. This allows us to continue to operate with a reasonably secure market budget.

16. Enforcement and Violations

- A. Vendors who suspect that another vendor is violating any market rules should report the matter to the Market Manager. Vendors should not attempt to address violations themselves.
- B. The Market Manager will be responsible for researching reported violations and escalating discussion to the Market Committee if discussion is needed on how to best resolve an issue.
- C. Violations of any market rules will be dealt with by the Market Manager or, in the absence of the Market Manager, a designated officer from the BFM Committee. The Market Manager will give a verbal warning notice to the Vendor for an infraction of the rules, and follow up by email to confirm the warning.
- D. If a Vendor receives two verbal warnings, the Committee will convene, by email if necessary, to vote on the question of giving the Market Manager the power to expel the Vendor if a third violation of the rules occurs. Conduct violations may result in a Vendor being expelled without warning.

17. Communication

- A. The Market Manager will be responsible for communicating any significant changes or news through email to Vendors.
- B. The Market Manager will be onsite during the market, and will be the first line of communication for any market issue or concern.
- C. Any Vendor who would like to address the BFM Committee may arrange with the Market Manager(s) to attend the next scheduled board meeting or may write a letter or email. Any Vendor is welcome to speak to any Market Committee member at any time.

18. Solicitations

- A. The Market does not allow solicitation, entertainment, informational and advocacy activities, unless approved by the Market Manager(s) and BFM Board or as part of the scheduled BFM Programming. Vendors will be alerted about such activities and programming in advance.
- B. Vendors may not use their own space for advocacy or informational displays unless approved by the Market Manager(s) and BFM Board.

19. Pets

- A. Friendly pets on leashes are allowed in the BFM Market area and in the parking areas during the Outdoor Market. All pets must be controlled and picked up after. The Market Manager(s) reserve the right to expel a patron who has an uncontrolled animal. Please notify the Market

BEACON FARMERS MARKET

VENDOR RULES

Manager(s) if any vendor notices such behavior.

20. Entertainment

- A. The Farmers' Market may host amplified music, so long as it is in compliance with current New York State Farmers' Market health regulations. Non-amplified music is permitted and will be coordinated by the Market Manager.

21. Participation in WIC/SNAP/FMNP Programs

- A. The BFM is registered with the SNAP/EBT program to provide SNAP/EBT tokens and Fresh Connect checks for use throughout the entire market for eligible products.
- B. Vendors whose products are eligible for SNAP/EBT benefits will be required to accept these tokens and Fresh Connect checks as payment. This includes all vendors selling groceries, or food items intended to be brought home for consumption (except for alcohol.)
- C. Vendors whose products are eligible for WIC/FMNP vouchers will be required to accept these vouchers as payment. This includes fresh fruits and vegetables.
- D. Vendors must display signage given out by the market manager to indicate participation in these programs.
- E. All vendors who accept SNAP/EBT and WIC/FMNP benefits are required to participate in the market's Greens4Greens incentive program, which doubles the value of any SNAP/EBT tokens and/or WIC/FMNP vouchers. More information on this program is available at the market website (<https://beaconfarmersmarket.org/food-benefits>)
- F. Vendors whose products are eligible for EBT/SNAP and/or WIC/FMNP may be required to undergo additional training or certification prior to the first market in order to offer these benefits. This will be communicated in advance by the Market Manager.
- G. Vendors will submit tokens and Greens4Greens checks to the Market Manager for reimbursement on a weekly, monthly or less frequent basis as needed. When possible, the Market Manager will reimburse in cash; otherwise, a check will be issued at the end of each month for the monthly total. Fresh Connect checks and WIC/FMNP vouchers have a separate redemption process, and Vendors are responsible for submitting checks and vouchers received. The Market Manager will provide Vendors with information on the Fresh Connect, WIC and FMNP redemption processes, and will assist Vendors with enrolling in these programs as needed.

22. Amendments

- A. These rules may be amended by a majority vote of the Committee.

Your signature on the vendor application affirms that you have read and will abide by these rules.

Please keep a copy of the rules for your records.

EXHIBIT D
HOLD HARMLESS AND INDEMNITY
AGREEMENT

HOLD HARMLESS AND INDEMNITY AGREEMENT

For Use by Individual Vendors:

_____ (“Indemnitor”) hereby agrees, in exchange for permission to participate in the Common Ground Farm, Inc.’s Farmers’ Market (“Market”) located in the City of Beacon, to defend, indemnify and hold the City of Beacon, the County of Dutchess, and the employees, officers and agents associated therewith (the “City and the County”) harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, of whatever name or nature as the same may relate, arising from Indemnitor’s participation in the Market. Said indemnification and defense by Indemnitor to the City and the County shall apply to any claim, liability, suit, proceeding and action in which the City and/or the County may be named as a party, and notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

Signature

Name

Date

For Use by Participating Business Entities:

_____ (“Indemnitor”), through its designated agent, _____, and in exchange for permission to participate in the Common Ground Farm, Inc.’s Farmers’ Market (“Market”) located in Beacon, hereby agrees to defend, indemnify and hold the City of Beacon, the County of Dutchess, and the employees, officers and agents associated therewith (the “City and the County”) harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, arising from Indemnitor’s participation, or the participation of Indemnitor’s employees or agents, in the Market. Said indemnification and defense by Indemnitor of the City and the County shall apply to any claim, liability, suit, proceeding and action in which the City and/or the County may be named as a party, notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit. By affixing their signature hereto, the undersigned hereby represents that he or she is designated agent of Indemnitor, authorized to enter into and bind Indemnitor to this agreement.

Vendor Name

By:

Agent Signature

Date

City of Beacon City Council Agenda

04/05/2021

Title:

Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Parking and Traffic for April 19, 2021

ATTACHMENTS

Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Parking and Traffic for April 19, 2021

Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Vehicles and Traffic

Memorandum from the Parking and Traffic Safety Committee



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ___ OF 2021**

**RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS A PROPOSED LOCAL
LAW TO AMEND CHAPTER 211 OF THE CODE OF THE CITY OF BEACON
REGARDING PARKING AND TRAFFIC FOR APRIL 19, 2021**

NOW, THEREFORE, BE IT RESOLVED, that the City of Beacon City Council hereby sets a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211 Article II Section 10 and 12 and Article III Section 15 of the Code of the City of Beacon Regarding Parking and Traffic for April 19, 2021.

Resolution No. ___ of 2020			Date: <u>April 5, 2021</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

CITY COUNCIL
CITY OF BEACON

LOCAL LAW TO AMEND CHAPTER 211 OF THE CODE OF THE CITY
OF BEACON

A LOCAL LAW to amend Chapter 211 of the Code of the City of Beacon concerning one-way streets, prohibited turns, stops signs, parking and one-way streets.

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

Section 1. Chapter 211, Article II, Section 7, Subsection B of the Code of the City of Beacon is hereby amended designate a portion of Spring Street as a one-way street as follows:

§ 211-7 One-Way Streets.

...

B. Schedule IV: One-Way Streets. In accordance with the provisions of Subsection A, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

Name of Street	Direction of Travel	Limits
<u>Spring Street</u>	<u>Southeast</u>	<u>From East Street to Washington Avenue</u>

Section 2. Chapter 211, Article II, Section 9.1, Subsection B of the Code of the City of Beacon is hereby amended to prohibit drivers from turning left from Goodrich Street onto Howland Avenue as follows:

§ 211-9.1. Parking, stopping and standing prohibited at all times.

...

B. Schedule VIA: Prohibited Turns. In accordance with the provisions of Subsection A, no person shall make a turn in the direction indicated at any of the following locations:

Name of Street	Direction of Travel	Prohibited Turn	Prohibited Turn Onto
<u>Goodrich Street</u>	<u>Southwest</u>	<u>Left</u>	<u>Howland Avenue</u>

Section 3. Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon is hereby amended to install stop signs on Howland Avenue and Robinson Street as follows:

§ 211-10. Stop intersections.

...

B. Schedule VII: Stop intersections. In accordance with the provisions of Subsection A, described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At intersection of
<u>Howland Avenue</u>	<u>Both</u>	<u>Robinson Street</u>
<u>Robinson Street</u>	<u>Southeast</u>	<u>Howland Avenue</u>

Section 4. Chapter 211, Article III, Section 14.1, Subsection B of the Code of the City of Beacon is hereby amended to limit parking on Goodrich Street and Russel Avenue as follows:

§ 211-14.1. Parking, stopping or standing at intersections.

...

B. There shall be no parking here to corner in the following locations:

Name of Street	Side	Location
<u>Beacon Street</u>	<u>North</u>	<u>To a point 70 feet from the Wolcott Avenue intersection</u>
<u>Goodrich Street</u>	<u>Both</u>	<u>30 Feet from the intersection of Howland Avenue</u>
Russel Avenue	~~Both~~ <u>West</u>	To a point 30 feet west of the East Main Street intersection
<u>Russel Avenue</u>	<u>East</u>	<u>To a point 105 feet west of the East Main Street intersection</u>

Section 5. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to limit parking on Conklin Street as follows:

§ 211-15. Parking, stopping and standing prohibited at all times.

...

B. Schedule X: Parking, Stopping and Standing Prohibited at All Times. In accordance with the provisions of Subsection A, no person shall park, stop or stand at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
~~Conklin Street~~	~~North~~	~~Between Fishkill Avenue and Mead Avenue~~
<u>Conklin Street</u>	<u>South</u>	<u>Between Fishkill Avenue and Mead Avenue</u>

Section 6. Chapter 211, Article III, Section 17, Subsection B of the Code of the City of Beacon is hereby amended to limit parking on Conklin Street as follows:

§ 211-17. Time Limit Parking.

...

B. Schedule XII: Time Limit Parking. In accordance with the provisions of Subsection A, no person shall park a vehicle for longer than the time limit shown upon any of the following described streets or parts of streets:

Name of Street	Side	Time Limit; Hours / Days	Location
Conklin Street	~~South~~ <u>North</u>	2 hours	Between Fishkill Avenue and Mead Avenue

Section 7. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211 of the Code of the City of Beacon is otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

Section 8. Numbering for Codification

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

Section 9. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 10. Effective date.

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



CITY OF BEACON New York

TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

TO: Mayor Kyriacou and City Council

FROM: Matthew Dubetsky, Parking and Traffic Safety Committee Chair

RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic

DATE: April 1, 2021

The Parking and Traffic and Safety Committee (the “Committee”) reviewed a number of Traffic and Safety related issues and make the following recommendations to the City Council.

1. Washington Avenue: Install a Side Road Intersection sign, (MUTCD W2-2R, pictured below), with flashing lights above and below the sign, on Washington Avenue at 470 Washington Avenue approaching the intersection with Helen Court in order to warn motorists of the upcoming side road intersection.



2. Howland Avenue and Robinson Street: Install three stop signs at the intersection of Howland Avenue and Robinson Street along with “New” signs beneath the stop signs. Install Stop Sign Ahead signs (MUTCD W3-1, pictured below) on both the north and south side of the intersection on Howland Avenue.



CITY OF BEACON New York

TRAFFIC SAFETY COMMITTEE

845-838-5010



3. East Main Street: Move the “No Parking Here to Corner” from the north side of the driveway of 119 East Main Street (the driveway actually sits on Russell Avenue) to the south side of the driveway. This will result in a net loss of zero parking spaces as parking is already prohibited from the south side of the driveway to the corner of East Main Street and Russell Avenue.
4. Conklin Street: Parking is currently prohibited on the north side of Conklin Street from Fishkill Avenue to Meade Avenue. Two-hour parking is allowed on the south side of the Conklin Street in the same location. The Committee is recommending switching the two.
5. Goodrich Street and Howland Avenue: Install a “No Left Turn” sign from Goodrich Street onto Howland Avenue in order to prohibit drivers from turning left into a roadway from a location where there is poor sight distance.
6. Goodrich Street: Install “No Parking Here to Corner” signs on Goodrich Street 30 feet from at the intersection with Howland Avenue.
7. Spring Street: Disallow southeast bound traffic on Spring Street from East Street to Washington Avenue. In other words, turn Spring Street from East Street to Washington Avenue into a one-way street with traffic flowing northwest towards Liberty Street. Doing so would prevent motorists from turning left from Spring Street onto Washington Avenue where there is poor sight distance.
8. Beacon Street: Add a “No Parking Here to Corner” sign on the north side of Beacon Street 70 feet from the intersection with Wolcott Avenue.

City of Beacon City Council Agenda
04/05/2021

Title:

Resolution to Modify the City of Beacon Volunteer Firefighter Roll Book

ATTACHMENTS

[Resolution to Modify the City of Beacon Volunteer Firefighter Roll Book](#)



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. ___ OF 2021**

RESOLUTION TO MODIFY THE CITY OF BEACON FIREFIGHTER ROLL BOOK

WHEREAS, under Section 31-6.B of the Code of the City of Beacon the names of persons being recommended for appointment as firefighters shall be submitted to the City Council for ratification; and

WHEREAS, the City of Beacon Fire Chief has reported to the City Council that John Williams, Brent Plumer, and Christopher Rodriguez have completed the tasks required to be placed on the active roll, including but not limited to, successfully passing their respective physical examinations and Dutchess County background checks; and

WHEREAS, Section 31-8.E of the Code of the City of Beacon states that active volunteer firefighters must reside within a fifteen-mile radius of the City of Beacon; and

WHEREAS, the City of Beacon Fire Chief has reported to the City Council that Volunteer Firefighter Jacob Davis has moved beyond a fifteen-mile radius of the City of Beacon and no longer qualifies for membership in the Fire Department.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beacon City Council hereby ratifies John Williams, Brent Plumer, and Christopher Rodriguez as Active Volunteer Firefighters and removes Jacob Davis from the active rolls.

BE IT FURTHER RESOLVED, that the City Clerk shall amend the roll book to include John Williams, Brent Plumer and Christopher Rodriguez, their respective companies and their badge number and shall amend the roll book to remove Jacob Davis.



Resolution No. ____ of 2020			Date: <u>April 5, 2021</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call ☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
04/05/2021

Title:

City Council Meeting Minutes March 15, 2021

ATTACHMENTS

[City Council Meeting Minutes March 15, 2021](#)

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. Due to COVID-19 the City Council Meeting was held through video conference. The public was able to attend through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please note that the video recording of this meeting is available at <https://vimeo.com/524083377>. Please take further notice that in accordance with New York State Governor Andrew Cuomo's Executive Order 202.1 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

Amber Grant, At Large
George Mansfield, At Large
Terry Nelson, Ward One
Air Rhodes, Ward Two
Jodi McCredo, Ward Three
Lee Kyriacou, Mayor

Councilmembers Absent

Councilmember Aymar-Blair (Excused)

Also Present:

Chris White, City Administrator
Amanda Magana, City Attorney

Public Hearing:

Continuation of a Public Hearing on a Proposed Local Law to Create Chapter 223, Section 25.1 of the Code of the City of Beacon Regarding Scenic Viewsheds

- Motion to open the Public Hearing by Councilmember Grant
- Second by Councilmember Rhodes
- Motion passes 6 – 0

- Motion to close the Public Hearing by Councilmember Rhodes
- Second by Councilmember Grant
- Motion passes 6 – 0

Local Laws and Resolutions:

1. Resolution Adopting a Proposed Local Law to Create Chapter 223, Section 25.1 of the Code of the City of Beacon Regarding Viewsheds

- Motion to pass the resolution by Councilmember Grant
 - Second by Councilmember Nelson
 - Motion passes 6 – 0
2. Resolution Authorizing the Issuance of up to \$505,000 Aggregate Principal Amount Serial Bonds to Finance the Costs of the Construction Improvements to City Hall
- Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Rhodes
 - Motion passes 6 – 0
3. Resolution Authorizing the Issuance of up to \$525,000 Aggregate Principal Amount Serial Bonds to Finance the Cost of the Purchase of Equipment for the Highway Department
- Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Rhodes
 - Motion passes 6 – 0
4. Resolution Authorizing the Issuance of up to \$640,000 Aggregate Principal Amount Serial Bonds to Finance the Cost of the Purchase of a Pumper Rescue Fire-Fighting Vehicle
- Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Rhodes
 - Motion passes 6 – 0
5. Resolution Authorizing the Issuance of up to \$7,113,000 Aggregate Principal Amount Serial Bonds to Finance the Costs of the Reconstruction of and Construction of Improvements to the City Sanitary Sewer System
- Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Rhodes
 - Motion passes 6 – 0
6. Resolution Authorizing the Issuance of up to \$730,000 Aggregate Principal Amount Serial Bonds to Finance the Costs of the Reconstruction of and Construction of Improvements to the City Water Supply Treatment and Distribution System
- Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Rhodes

- Motion passes 6 – 0

7. Resolution Approving Proposed Budget Amendments

- Motion to pass the resolution by Councilmember Mansfield
- Second by Councilmember McCredo
- Motion passes 6 – 0

8. Resolution Adopting the Length of Service Award Program ("LOSAP") Investment Policy

- Motion to pass the resolution by Councilmember McCredo
- Second by Councilmember Rhodes
- Motion passes 6 – 0

9. Resolution Adopting the City of Beacon Operation Plan for Public Health Emergencies

- Motion to pass the resolution by Councilmember Rhodes
- Second by Councilmember Nelson
- Motion passes 6 – 0

10. Resolution Appointing Wastewater Treatment Plant Operator - Type A Plant

- Motion to pass the resolution by Councilmember Rhodes
- Second by Councilmember Mansfield
- Motion passes 6 – 0

11. Resolution Ratifying the Memorandum of Agreement Between the CSEA and the City of Beacon

- Motion to pass the resolution by Councilmember Mansfield
- Second by Councilmember Grant
- Motion passes 6 – 0

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Approval of Minutes

City Council Meeting Minutes March 1, 2021

- Motion to Approve the Minutes by Councilmember Rhodes
- Second by Councilmember Grant
- Motion passes 6 - 0

Adjournment

- Motion to adjourn the meeting by Councilmember Nelson
- Second by Councilmember Rhodes
- Motion passes 6 - 0

City of Beacon City Council Agenda
04/05/2021

Title:

Personnel

ATTACHMENTS