



**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

**May 17, 2021
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

[Notice of Change in Meeting Location May 17, 2021](#)

Community Segment: Mental Health Services Presentation

Reports: City Council, Mayor, and City Administrator

Local Laws and Resolutions:

1. [Resolution to Appoint Provisionally Edward Balicki as Superintendent of Water and Sewers](#)
2. [Resolution Appointing Police Officer Thomas Durkin as Detective](#)
3. [Resolution Amending the 2021 General Fund Budget](#)
4. [Resolution Authorizing the City Administrator to Sign a Memorandum of Agreement \(No. 2021-013\) with the Civil Service Employees' Association, Local 1000](#)
5. [Resolution Authorizing the City Administrator to Sign a Contract \(No. 2021-014\) with Cintas Corporation for Leachate Disposal](#)
6. [Resolution Authorizing the City Administrator to Sign a Contract \(No. 2021 - 015\) with TAM Enterprises, Inc. for Leachate Disposal](#)
7. [Resolution Adopting a Proposed Local Law to Amend Chapter 5, Section 8 and Chapter 159, Section 3 of the Code of the City of Beacon to Change the Name of the Commission on Human Relations to the Commission on Human Rights](#)

Approval of Minutes

[City Council Meeting Minutes May 3, 2021](#)

2nd Opportunity for Public Comments:

Executive Session

[Personnel](#)

Adjournment:

City of Beacon City Council Agenda
05/17/2021

Title:

Notice of Change in Meeting Location May 17, 2021

ATTACHMENTS

[Notice of Change in Meeting Location May 17, 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/88443654898?pwd=V09xYVBSc0Rka0wxZWtld09ST0NQQT09>

Webinar ID: 884 4365 4898 Passcode: 735337. 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: 884 4365 4898 Passcode: 735337. 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 May 17, 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
05/17/2021

Title:

Resolution to Appoint Provisionally Edward Balicki as Superintendent of Water and Sewers

ATTACHMENTS

[Resolution to Appoint Provisionally Edward Balicki as Superintendent of Water and Sewers](#)



CITY OF BEACON
CITY COUNCIL

Resolution No. ____ of 2021

RESOLUTION TO APPOINT PROVISIONALLY EDWARD BALICKI AS
SUPERINTENDENT OF WATER AND SEWERS

WHEREAS, Edward Balicki is currently serving as the Chief Wastewater Treatment Plant Operator for the City of Beacon; and

WHEREAS, Edward Balicki is qualified for the position of Superintendent of Water and Sewers.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby approves the provisional appointment of Edward Balicki to Superintendent of Water and Sewers effective May 18, 2021.

Resolution No. ____ of 2021			Date: <u>May 17, 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
05/17/2021

Title:

Resolution Appointing Police Officer Thomas Durkin as Detective

ATTACHMENTS

[Resolution Appointing Police Officer Thomas Durkin as Detective](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2021

RESOLUTION APPOINTING POLICE OFFICER THOMAS DURKIN AS DETECTIVE

WHEREAS, Thomas Durkin is currently serving as a Police Officer in the City of Beacon Police Department; and

WHEREAS, there is currently a vacancy for the position of Detective with the City of Beacon Police Department; and

WHEREAS, based on the recommendation of the Chief of Police, the Mayor wishes to appoint/promote Police Officer Thomas Durkin to the position of Detective in the City of Beacon Police Department; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Mayor hereby appoints, with the consent of the City Council, Police Officer Thomas Durkin to the position of Detective in the City of Beacon Police Department, effective as of May 18, 2021.

Resolution No. ____ of 2021			Date: <u>May 17, 2021</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not 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
05/17/2021

Title:

Resolution Amending the 2021 General Fund Budget

ATTACHMENTS

[Resolution Amending the 2021 General Fund Budget](#)

[Proposed Budget Amendments](#)



CITY OF BEACON
CITY COUNCIL

Resolution No. ____ of 2021

RESOLUTION AMENDING THE 2021 GENERAL FUND BUDGET

BE IT RESOLVED, that the City Council of the City of Beacon hereby approves the attached amendments to the 2021 General Fund Budget.

Resolution No. ____ of 2021			Date: <u>May 17, 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
May 17, 2021 Meeting

1. Amend the 2021 General Fund Budget for the purchase of additional parklets to assist businesses with outdoor dining. Below is the proposed budget amendment:

Transfer to:

A -01-1620-416008- MATERIALS & SUPPLIES - COVID	<u>\$ 11,245</u>
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Transfer from:

A -01-1990-400008- CONTINGENCY - COVID 19	<u>\$ 11,245</u>
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2. Amend the 2021 General Fund Budget for the cleaning and stocking of the bathrooms in the City's parks. Below is the proposed budget amendment:

Transfer to:

A -07-7110-444000- JANITOR SERVICE	\$ 14,550
A -07-7110-411000- CLEANING SUPPLIES	<u>2,000</u>
TOTAL	<u>\$ 16,550</u>

Transfer from:

A -07-7110-105020- OT - PARK BATHROOMS	<u>\$ 16,550</u>
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3. Amend the 2021 General Fund Budget use of Planning Recreation Fees to purchase a park shed and for improvements to Green St. Park. Below is the proposed budget amendment:

Increase to:

A -07-7110-250000- PURCHASE EQUIPMENT	\$ 8,000
A -07-7140-250000- PURCHASE EQUIPMENT	<u>5,988</u>
	<u>\$ 13,988</u>

Increase to:

A -07-7140-208900- PLANNING RECREATION FEES	<u>\$ 13,988</u>
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Council Budget Amendments
May 17, 2021 Meeting

4. Amend the 2021 General Fund Budget accept a grant from NYS Department of Environmental Conservation for tree maintenance. Below is the proposed budget amendment:

Increase to:

A -07-7110-448000- TREE MAINTENANCE	<u>\$ 39,732</u>
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Increase to:

A -07-7110-391000- STATE AID CONSERVATION PROGRAMS	<u>\$ 35,996</u>
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Transfer from:

A -00-7112-448000- TREE CARE/REMOVAL	<u>\$ 3,736</u>
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Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda
05/17/2021

Title:

Resolution Authorizing the City Administrator to Sign a Memorandum of Agreement (No. 2021-013) with the Civil Service Employees' Association, Local 1000

ATTACHMENTS

Resolution Authorizing the City Administrator to Sign a Memorandum of Agreement (No. 2021-013) with the Civil Service Employees' Association, Local 1000

Memorandum of Agreement with the Civil Service Employees' Association, Local 1000



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A
MEMORANDUM OF AGREEMENT (No. 2021-013) WITH THE CIVIL SERVICE
EMPLOYEES' ASSOCIATION, LOCAL 1000**

BE IT RESOLVED, that the City of Beacon City Council hereby authorizes the City Administrator to sign the attached Memorandum of Agreement with the Civil Service Employees' Association, Local 1000.

Resolution No. ____ of 2021			Date: <u>May 17, 2021</u>				
☐ Amendments						☐ 2/3 Required	
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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					

MEMORANDUM OF AGREEMENT

**BETWEEN THE CITY OF BEACON, hereinafter referred to as “the City” and
THE CIVL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME,
AFL-CIO, CITY OF BEACON UNIT #66620, DUTCHESS COUNTY LOCAL 814,
hereinafter referred to as the “CSEA”**

IT IS HEREBY AGREED, by and between the bargaining team for the City and the bargaining team for the CSEA, that the following shall constitute the successor to the terms and conditions of the January 1, 2020 – December 31, 2020 agreement between the parties (the “Agreement”).

1. Article III

SECTION 1 – Wage Adjustments

Add:

A 2% wage increase in 2021 retroactive to January 1, 2021.

To be paid no later than 60 days from the date of ratification of both parties.

2. Article XIV

Amend:

January 1, 2021 to December 31, 2021.

3. Miscellaneous

The parties agree to commence negotiations for the successor agreement no later than August 1, 2021.

All other terms of the 2020 Agreement not expressly modified above shall remain unchanged in the new Agreement.

Further, this Memorandum of Agreement is subject to ratification by the CSEA bargaining unit and approval by City of Beacon Council.

Dated: May __, 2021

FOR THE CSEA

FOR THE CITY OF BEACON

By: Paula Becker
President Unit 66620, CSEA

By: Christopher White
City Administrator, City of Beacon

By: Kathleen Fitzpatrick
LRS, CSEA

By: Scott McHugh
Vice President Unit 66620, CSEA

By: Helen Sullivan
Recording Secretary Unit 66620, CSEA

City of Beacon City Council Agenda
05/17/2021

Title:

Resolution Authorizing the City Administrator to Sign a Contract (No. 2021-014) with Cintas Corporation for Leachate Disposal

ATTACHMENTS

Resolution Authorizing the City Administrator to Sign a Contract (No. 2021-014) with Cintas Corporation for Leachate Disposal

Agreement (No. 2021-014) Between the City of Beacon and Cintas Corporation



CITY OF BEACON
CITY COUNCIL

Resolution No. ____ of 2021

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A
CONTRACT (No. 2021-014) WITH CINTAS CORPORATION FOR LEACHATE
DISPOSAL

BE IT RESOLVED, that the City Council of the City of Beacon hereby approves
the attached contract (No. 2021-014) with Cintas Corporation for leachate disposal.

Resolution No. ____ of 2021			Date: <u>May 17, 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
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		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

AGREEMENT

Between City of Beacon and Cintas Corporation

This Agreement is entered into this ____ day of ____, 2021 by and between Cintas Corporation, a foreign business corporation, with local offices located at 1605 Route 300, Newburgh, New York (hereinafter “Cintas”) and the City of Beacon, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office at One Municipal Plaza, Beacon, New York (hereinafter the “City”) (collectively referred to herein as the “Parties”).

WHEREAS, the City’s Wastewater Treatment Facility Plant (the “Plant”) receives all the wastewater produced in the City of Beacon and the Dutchess Park area of Fishkill; and

WHEREAS, the Treatment Facility also accepts and processes leachate from Cintas, an outsider hauler, to generate revenue to assist in the Plant’s operation and maintenance.

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

1. PURCHASE AND USE OF UNUSED LEACHATE CAPACITY.

- a. Cintas may dispose of leachate at the Plant per the requirements of this Agreement.
- b. Cintas shall pay the City four (4) cents per gallon, which shall be invoiced and paid on a monthly basis.
- c. Only leachate pre-approved by the City may be delivered and disposed of at the Plant during hours set by the City.
- d. Every delivery vehicle shall have a current, valid New York State Department of Environmental Conservation (DEC) waste transporter permit.
- e. Cintas shall provide the Plant Operator a list of all delivery vehicles. The list shall include, at a minimum, the following information for each vehicle: (i) New York State DEC permit number, (ii) capacity and (iii) license plate number.
- f. If at any time, the Plant requires maintenance or there is a Plant malfunction delivery will cease immediately and resume only when the Plant maintenance or malfunction has been corrected. The Plant Operator shall provide reasonable notice to Cintas, if feasible, of any scheduled maintenance. The Plant Operator shall notify Cintas when deliveries are permitted to continue.

2. OPERATIONS.

- a. The Wastewater Superintendent must approve any and all waste before it can be dumped at the Plant.

- b. Hauled wastes are subject to sampling by the City. Cintas may be required to suspend the discharging of wastes until the analysis is complete. The City reserves the right to refuse permission to dump any load.
 - c. Any waste that may cause pass-through of pollutants or interfere with the wastewater treatment plant operations, or that violates Federal, State, or local restrictions, shall not be discharged to the Plant.
- 3. **DUTY TO MITIGATE.** Cintas shall take all reasonable steps to minimize or correct any adverse impact to the Plant or the environment resulting from its use of the Plant and any noncomplying discharge or release, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge or release.
- 4. **TERM.** This Agreement shall commence on the date set forth herein and shall continue in effect for two (2) years, unless terminated earlier as provided herein.
- 5. **TERMINATION.** This Agreement can be terminated by either party at any time upon thirty (30) days written notice to the other party for any reason.
- 6. **DEFENSE AND INDEMNIFICATION.** Cintas agrees to the fullest extent permitted by law to defend, indemnify and hold the City, its Administrator, officers, officials, and employees harmless from any and all losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees, which, in whole or in part, arise from, relate to, or are connected with the willful, reckless or negligent actions of Cintas, its employees, directors, officers, agents or assigns under this Agreement; and any breach or violation by Cintas of any provision of this Agreement, or any federal, state or local law or regulation.
- 7. **COMPLIANCE.** Cintas, at its sole cost and expense, shall comply with all federal, state and municipal laws, rules and regulations applicable to the work and/or services to be performed hereunder.
- 8. **INSURANCE.**
 - a. Cintas shall, at its sole cost and expense, maintain and keep in full force and effect during the Term of this Agreement the following types of insurance:
 - i. General Liability Insurance, with limits of no less than \$1,000,000 each occurrence and \$2,000,000.00 annual aggregate limits. The City of Beacon shall be named as an additional insured on the policy. 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, Cintas waives all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents.
 - ii. Workers' Compensation, Employers Liability Insurance and New York State Disability Insurance, covering operations in New York State. Policy shall include all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not

acceptable. To the extent permitted by New York law, Cintas waives all rights of subrogation or similar rights against City of Beacon, its assigns, officers, employees, representatives and agents.

- iii. Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles. The policy shall be written on a primary and non-contributing coverage basis. To the extent permitted by New York law, Cintas waives all rights of subrogation or similar rights against City of Beacon, its assigns, officers, employees, representatives and agents. The City of Beacon shall be named as an Additional Insured on the policy.
 - iv. Umbrella Liability, with limits no less than \$5,000,000, including coverage for General Liability and Automobile Liability. The City of Beacon shall be named as an Additional Insured on the policy. 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, the Cintas waives all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents.
 - v. Environmental Contractors Liability (Pollution Liability) in the amount of \$2,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles for transporting hazardous materials, the contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90. The Additional Insured status should also be primary and non-contributory with all rights of subrogation waved for the City of Beacon, its assigns, officers, employees, representatives and agents.
- b. 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 of Beacon. 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.
 - c. Cintas shall furnish to the City of Beacon Certificates of Insurance as evidence of coverage naming the City of Beacon as an Additional Insured by endorsement. The cost of furnishing the above insurance shall be borne by Cintas. Copies of the required insurance certificates shall be provided by June 15th of each year.
9. **NOTICES.** 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 the City at One Municipal Plaza, Beacon, New York 12508, and to Cintas at 1605 Route 300, Newburgh, New York, 12550.

10. **NON-ASSIGNMENT.** Cintas, shall not assign, transfer or convey any of its respective rights or obligations under this Agreement or subcontract any portion of the services set forth herein, without the prior written consent of the City, which consent may be withheld for any reason whatsoever.
11. **NON-WAIVER.** No failure by the City to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the City of any services during the continuance of any breach, shall constitute a waiver of any breach or of any term, covenant, agreement or provision.
12. **MODIFICATION OR AMENDMENT.** No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.
13. **ENTIRE UNDERSTANDING.** This Agreement shall constitute the entire understanding between the parties and any and all prior agreements, commitments, understandings and representations are merged herein and are of no further force and effect.
14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Dutchess County, New York.
15. **SEVERABILITY.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written above.

BY: CINTAS CORPORATION

BY: CITY OF BEACON

Signature

Signature

Title

City Administrator

Title

Date

Date

ACKNOWLEDGEMENT

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 _____, 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 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

City of Beacon City Council Agenda
05/17/2021

Title:

Resolution Authorizing the City Administrator to Sign a Contract (No. 2021 - 015) with TAM Enterprises, Inc. for Leachate Disposal

ATTACHMENTS

Resolution Authorizing the City Administrator to Sign a Contract (No. 2021-015) with TAM Enterprises, Inc. for Leachate Disposal

Agreement (No. 2021-015) Between the City of Beacon and TAM Enterprises, Inc.



CITY OF BEACON
CITY COUNCIL

Resolution No. ____ of 2021

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A
CONTRACT (No. 2021-015) WITH TAM ENTERPRISES, INC. FOR LEACHATE
DISPOSAL

BE IT RESOLVED, that the City Council of the City of Beacon hereby approves
the attached contract (No. 2021-015) with TAM Enterprises, Inc. for leachate disposal.

Resolution No. ____ of 2021			Date: <u>May 17, 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					

AGREEMENT

Between City of Beacon and TAM Enterprises, Inc.

This Agreement is entered into this ____ day of ____, 2021 by and between TAM Enterprises, Inc., a domestic business corporation, with local offices located at 114 Hartley Road, Goshen, New York (hereinafter “TAM”) and the City of Beacon, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office at One Municipal Plaza, Beacon, New York (hereinafter the “City”) (collectively referred to herein as the “Parties”).

WHEREAS, the City’s Wastewater Treatment Facility Plant (the “Plant”) receives all the wastewater produced in the City of Beacon and the Dutchess Park area of Fishkill; and

WHEREAS, the Treatment Facility also accepts and processes leachate from TAM, an outsider hauler, to generate revenue to assist in the Plant’s operation and maintenance.

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

1. PURCHASE AND USE OF UNUSED LEACHATE CAPACITY.

- a. TAM may dispose of leachate at the Plant per the requirements of this Agreement.
- b. TAM shall pay the City four (4) cents per gallon, which shall be invoiced and paid on a monthly basis.
- c. Only leachate pre-approved by the City may be delivered and disposed of at the Plant during hours set by the City.
- d. Every delivery vehicle shall have a current, valid New York State Department of Environmental Conservation (DEC) waste transporter permit.
- e. TAM shall provide the Plant Operator a list of all delivery vehicles. The list shall include, at a minimum, the following information for each vehicle: (i) New York State DEC permit number, (ii) capacity and (iii) license plate number.
- f. If at any time, the Plant requires maintenance or there is a Plant malfunction delivery will cease immediately and resume only when the Plant maintenance or malfunction has been corrected. The Plant Operator shall provide reasonable notice to TAM, if feasible, of any scheduled maintenance. The Plant Operator shall notify TAM when deliveries are permitted to continue.

2. OPERATIONS.

- a. The Wastewater Superintendent must approve any and all waste before it can be dumped at the Plant.

- b. Hauled wastes are subject to sampling by the City. TAM may be required to suspend the discharging of wastes until the analysis is complete. The City reserves the right to refuse permission to dump any load.
 - c. Any waste that may cause pass-through of pollutants or interfere with the wastewater treatment plant operations, or that violates Federal, State, or local restrictions, shall not be discharged to the Plant.
- 3. **DUTY TO MITIGATE.** TAM shall take all reasonable steps to minimize or correct any adverse impact to the Plant or the environment resulting from its use of the Plant and any noncomplying discharge or release, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge or release.
- 4. **TERM.** This Agreement shall commence on the date set forth herein and shall continue in effect for two (2) years, unless terminated earlier as provided herein.
- 5. **TERMINATION.** This Agreement can be terminated by either party at any time upon thirty (30) days written notice to the other party for any reason.
- 6. **DEFENSE AND INDEMNIFICATION.** TAM agrees to the fullest extent permitted by law to defend, indemnify and hold the City, its Administrator, officers, officials, and employees harmless from any and all losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees, which, in whole or in part, arise from, relate to, or are connected with the willful, reckless or negligent actions of TAM, its employees, directors, officers, agents or assigns under this Agreement; and any breach or violation by TAM of any provision of this Agreement, or any federal, state or local law or regulation.
- 7. **COMPLIANCE.** TAM, at its sole cost and expense, shall comply with all federal, state and municipal laws, rules and regulations applicable to the work and/or services to be performed hereunder.
- 8. **INSURANCE.**
 - a. TAM shall, at its sole cost and expense, maintain and keep in full force and effect during the Term of this Agreement the following types of insurance:
 - i. General Liability Insurance, with limits of no less than \$1,000,000 each occurrence and \$2,000,000.00 annual aggregate limits. The City of Beacon shall be named as an additional insured on the policy. 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, TAM waives all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents.
 - ii. Workers' Compensation, Employers Liability Insurance and New York State Disability Insurance, covering operations in New York State. Policy shall include all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not

acceptable. To the extent permitted by New York law, TAM waives all rights of subrogation or similar rights against City of Beacon, its assigns, officers, employees, representatives and agents.

- iii. Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles. The policy shall be written on a primary and non-contributing coverage basis. To the extent permitted by New York law, TAM waives all rights of subrogation or similar rights against City of Beacon, its assigns, officers, employees, representatives and agents. The City of Beacon shall be named as an Additional Insured on the policy.
 - iv. Umbrella Liability, with limits no less than \$5,000,000, including coverage for General Liability and Automobile Liability. The City of Beacon shall be named as an Additional Insured on the policy. 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, the TAM waives all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents.
 - v. Environmental Contractors Liability (Pollution Liability) in the amount of \$2,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles for transporting hazardous materials, the contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90. The Additional Insured status should also be primary and non-contributory with all rights of subrogation waved for the City of Beacon, its assigns, officers, employees, representatives and agents.
- b. 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 of Beacon. 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.
 - c. TAM shall furnish to the City of Beacon Certificates of Insurance as evidence of coverage naming the City of Beacon as an Additional Insured by endorsement. The cost of furnishing the above insurance shall be borne by TAM. Copies of the required insurance certificates shall be provided by June 15th of each year.
9. **NOTICES.** 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 the City at One Municipal Plaza, Beacon, New York 12508, and to TAM at 1605 Route 300, Newburgh, New York, 12550.

10. **NON-ASSIGNMENT.** TAM, shall not assign, transfer or convey any of its respective rights or obligations under this Agreement or subcontract any portion of the services set forth herein, without the prior written consent of the City, which consent may be withheld for any reason whatsoever.
11. **NON-WAIVER.** No failure by the City to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the City of any services during the continuance of any breach, shall constitute a waiver of any breach or of any term, covenant, agreement or provision.
12. **MODIFICATION OR AMENDMENT.** No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.
13. **ENTIRE UNDERSTANDING.** This Agreement shall constitute the entire understanding between the parties and any and all prior agreements, commitments, understandings and representations are merged herein and are of no further force and effect.
14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Dutchess County, New York.
15. **SEVERABILITY.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written above.

BY: TAM Enterprises, Inc.

BY: CITY OF BEACON

Signature

Signature

Antonio Lasaponara

Christopher White

Name

Name

Chief Executive Officer

City Administrator

Title

Title

Date

Date

ACKNOWLEDGEMENT

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 **ANTONIO LASAPONARA**, 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 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

City of Beacon City Council Agenda
05/17/2021

Title:

Resolution Adopting a Proposed Local Law to Amend Chapter 5, Section 8 and Chapter 159, Section 3 of the Code of the City of Beacon to Change the Name of the Commission on Human Relations to the Commission on Human Rights

ATTACHMENTS

Resolution Adopting a Proposed Local Law to Amend Chapter 5, Section 8 and Chapter 159, Section 3 of the Code of the City of Beacon to Change the Name of the Commission on Human Relations to the Commission on Human Rights

Proposed Local Law to Amend Chapter 5, Section 8 and Chapter 159, Section 3 of the Code of the City of Beacon



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION ADOPTING A PROPOSED LOCAL LAW TO AMEND CHAPTER 5,
SECTION 8 AND CHAPTER 159, SECTION 3 OF THE CODE OF THE CITY OF BEACON
TO CHANGE THE NAME OF THE COMMISSION ON HUMAN RELATIONS TO THE
COMMISSION ON HUMAN RIGHTS**

BE IT RESOLVED, that the City of Beacon City Council hereby adopts a Proposed Local Law to Amend Chapter 3, Section 8 and Chapter 159, Section 5 of the Code of the City of Beacon to Change the Name of the Commission on Human Relations to the Commission on Human Rights.

Resolution No. ____ of 2021			Date: <u>May 17, 2021</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not 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					

LOCAL LAW NO. ____ OF 2021

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND
CHAPTER 5, SECTION 8 AND CHAPTER 159, SECTION 3 OF THE CODE OF
THE CITY OF BEACON

A LOCAL LAW to amend Chapter 5, Section 8 and Chapter 159, Section 3 of the Code of the City of Beacon to rename the Commission on Human Relations to the Commission on Human Rights.

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

Section 1. Chapter 5, Section 8 of the Code of the City of Beacon entitled “Commission on Human Relations” is hereby amended as follows:

§ 5-8 Commission on Human Rights Relations.

- A. There is herewith created a Commission on Human Rights Relations ~~pursuant to § 239-o of the General Municipal Law~~.
- B. Such Commission shall consist of not less than five nor more than 15 members.
- C. The term of each member shall be for a period of two years.
- D. Any member of the City Council may nominate any person who owns real property in the City of Beacon; any person who is an owner of a business, doing business in the City of Beacon; or any person who is a resident of the City of Beacon for membership on such Commission, but his/her selection and appointment shall be by a majority vote of the City Council. In selecting the membership of such Commission, the City Council shall take into consideration the various religious, racial, nationality and political groups in the City. No more than four nonresidents can be on the Commission at any one time.
- E. The compensation, if any, of the members of such Commission shall be fixed by the City Council.

- F. The power and authority, duties and obligations of the Commission on Human Rights Relations shall be such power, authority, duties and obligations as are set forth in Article 12-D of the General Municipal Law of the State of New York.

Section 2. Chapter 159, Section 3 of the Code of the City of Beacon entitled “Definitions,” is hereby amended to modify the definition of “Panel” as follows:

§ 159-3 Definitions.

...

PANEL

The Chief of Police of the City of Beacon or their designee, the Fire Chief of the City of Beacon or their designee, the City Administrator of the City of Beacon or their designee, the Building Inspector of the City of Beacon or their designee and a member of the Commission on Human Rights ~~Human Relations Commission~~.

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

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

Section 5. Severability. The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 6. Effective Date

This local law shall take effect immediately filing with the Office of the Secretary of State.

City of Beacon City Council Agenda
05/17/2021

Title:

City Council Meeting Minutes May 3, 2021

ATTACHMENTS

[City Council Meeting Minutes May 3, 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/544814890>. 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
Councilmember Aymar-Blair
Lee Kyriacou, Mayor

Councilmembers Absent**Also Present:**

Chris White, City Administrator
Drew Gamils, City Attorney

Public Hearing:

Public Hearing to Receive Comments on a Proposed Local Law to Amend Chapter 5 Section 8 and Chapter 159 Section 3 of the Code of City of Beacon Regarding the Name of the Human Relations Commission

- Motion to Open the Public Hearing by Councilmember McCredo
- Second by Councilmember Aymar-Blair
- Motion passes 7 – 0

- Motion by Close the Public Hearing by Councilmember McCredo
- Second by Councilmember Nelson
- Motion passes 7 - 0

Local Laws and Resolutions:

1. Resolution Adopting a Proposed Local Law to Amend Chapter 211 of the Code of the City of

Beacon Regarding Vehicles and Traffic and to Authorize Purchase of Two Stop Sign Ahead Signs

- Motion by Councilmember McCredo
- Second by Councilmember Aymar-Blair
- Motion passes 7 - 0

2. Resolution Setting a Public Hearing on June 7, 2021 to Receive Comment on Proposed Historic Property Nominations Pursuant to the Historic District Landmark Overlay Zone

- Motion by Councilmember Nelson
- Second by Councilmember Rhodes
- Motion passes 7 - 0

3. Resolution Authorizing the City Administrator to Execute an Agreement (No. 2021 - 012) with Miller's Touch Cleaning, Inc. for Park Restroom Cleaning Services

- Motion by Councilmember McCredo
- Second by Councilmember Aymar-Blair
- Motion passes 7 - 0

4. Resolution Authorizing the City Administrator to Execute an Agreement (No. 2021 - 008) with Alpine Tree Service, Inc. for the Tree Maintenance, Removal, Pruning, and Stumps for the Memorial Park DEC Urban Forestry Grant Project

- Motion by Councilmember Grant
- Second by Councilmember Nelson
- Motion passes 7 - 0

Approval of Minutes

City Council Meeting Minutes April 19, 2021

- Motion by Councilmember Rhodes
- Second by Councilmember Mansfield
- Motion passes 7 – 0

Adjournment

- Motion by Councilmember Grant
- Second by Councilmember Rhodes
- Motion passes 7 – 0

City of Beacon City Council Agenda
05/17/2021

Title:

Personnel

ATTACHMENTS