



CITY OF BEACON, NEW YORK
1 MUNICIPAL PLAZA, BEACON,
NY 12508
AND VIA ZOOM

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

**September 7, 2021
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

[Notice of Meeting Location September 7, 2021](#)

Community Segment

[Presentation by the Board of Ethics](#)

[Spirit of Beacon Day Update from Organizers Gwenno James and Karen James](#)

Reports

Local Laws and Resolutions:

1. [Resolution Appointing Justin Goldfine to the Position of Police Officer](#)
2. [Resolution Authorizing the City Administrator to Sign an Agreement \(COB Contract No. 2021-027\) with Andrew Stevens for Caretaker Services at University Settlement Camp](#)
3. [Resolution Authorizing the City Administrator to Sign a Sewer Agreement \(COB Contract No. 2021-028\) with the Village of Fishkill](#)
4. [Resolution Authorizing the City Administrator to Sign a Water Supply Agreement \(COB Contract No. 2021-029\) with the Village of Fishkill](#)
5. [Resolution Approving the Reappointment of Paul Markwalter to the Tree Committee](#)
6. [Resolution Approving the Appointment of Peter Bailey to the Tree Committee](#)
7. [Resolution Approving the Appointment of Phillip Stamatis to the Conservation Advisory Committee](#)
8. [Resolution Authorizing the Conservation Advisory Committee to Conduct Public Outreach for Open Space Planning](#)

Approval of Minutes

[City Council Meeting Minutes August 16, 2021](#)

2nd Opportunity for Public Comments

Adjournment

City of Beacon City Council Agenda
09/07/2021

Title:

Notice of Meeting Location September 7, 2021

ATTACHMENTS

[Notice of Meeting Location September 7, 2021](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of September 7, 2021 in the Courtroom at 1 Municipal Plaza, Beacon, NY 12508. The meeting will simultaneously be streamed via Zoom. The public can attend and comment in the Courtroom, or via Zoom at

<https://us02web.zoom.us/j/87838558815?pwd=alk0d0wrTk10bHZSSDNLR3J3WU04Zz09>

Webinar ID: 878 3855 8815 Passcode: 047934. 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: 878 3855 8815 Passcode: 047934.

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of September 7, 2021 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
09/07/2021

Title:

Presentation by the Board of Ethics

ATTACHMENTS

[City of Beacon Board of Ethics Community Segment Presentation](#)

City of Beacon Board of Ethics

Community Segment

September 7, 2021

Agenda

- Who are we
- What is our purpose
- How often do we meet
- What the Ethics Code is about
- How do you engage us

Who are we

We are a five-member board. Each member is appointed by the Mayor for a five-year term and confirmed by a unanimous vote of the City Council.

Current Members:

- Montos Vakirtzis (Chair)
- Arthur Camins (Secretary)
- Ceasar Gonzalez
- Phillip Greenblatt
- Andre Richards

mvakirtzis@beaconny.gov

acamins@beaconny.gov

cgonzalez@beaconny.gov

pgreenblatt@beaconny.gov

arichards@beaconny.gov

If there are any vacancies and you wish to apply: https://www.beaconny.gov/wp-content/uploads/2020/07/Blank_Committee_Application_Fillable-4.pdf

What is our purpose

We are **governed by** the Code of Ethics of the City of Beacon. ¹

Our purpose is to oversee and implement the City's Code of Ethics; and to make known the rules of ethical conduct for all City Consultants, City Officers, City Board Members and City Employees in a manner consistent with the Code of Ethics. ²

Our duties include:

- To recommend disciplinary action and initiate appropriate actions and proceedings pursuant to § 29-12 of this Code of Ethics.
- To issue advisory opinions pursuant to § 29-13 of this Code of Ethics.
- To provide training and education to City officers and employees on the provisions of the Ethics Code as directed by the City Administrator.
- We do not handle Human Resource or Union related complaints.

¹ <https://www.cityofbeacon.org/wp-content/uploads/2021/02/Ethics-Code-of.pdf>

² *Code of Ethics*, section § 29-4. Definitions

How often do we meet

- We meet on a quarterly basis and/or as needed.
- Our meetings are posted on the City's home page, "Upcoming Meetings & Events" and are open to the public.
- Meeting minutes are posted on the City's website:
Home > Government > Boards & Committees > Board of Ethics
<https://beaconny.gov/index.php/government/boards-committees/board-of-ethics/>

What the Ethics Code is about

- Anyone who believes an ethical violation exists has the right to submit a complaint.
 - An ethical violation is a violation of the City of Beacon Code of Ethics.
- The Code of Ethics covers conflicts of interest by city officers, board members, employees or consultants. For example, financial interest of a board member in an issue before the board; supervision of a family member; et al.

How do you engage us

- Via the City's website:

Home > Government > Boards & Committees > Board of Ethics > Resources . Board of Ethics Complaint Form

<https://www.beaconny.gov/wp-content/uploads/2021/07/Board-of-Ethics-Complaint-Form-English.pdf>

- Print form, fill it out, and then submit via drop off, mail or fax to the Office of the Mayor, or email to any of the members.
- The Board of Ethics will be informed of all submissions.

Thank you!

City of Beacon City Council Agenda
09/07/2021

Title:

Spirit of Beacon Day Update from Organizers Gwenno James and Karen James

ATTACHMENTS

City of Beacon City Council Agenda
09/07/2021

Title:

Resolution Appointing Justin Goldfine to the Position of Police Officer

ATTACHMENTS

[Resolution Appointing Justin Goldfine to the Position of Police Officer](#)

[Memorandum from the Police Department Regarding Justin Goldfine](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION APPOINTING JUSTIN GOLDFINE TO THE POSITION OF CITY OF BEACON
POLICE OFFICER**

WHEREAS, Justin Goldfine is currently serving as a New York City Police Officer; and

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

WHEREAS, Justin Goldfine meets the qualifications for the position of Police Officer; and

WHEREAS, based on the recommendation of the Chief of Police, the Mayor wishes to appoint Justin Goldfine to the position of Police Officer in the City of Beacon Police Department.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Mayor hereby appoints, with the consent of the City Council, Justin Goldfine to the position of Police Officer in the City of Beacon Police Department on a provisional basis, effective as of September 27, 2021.

Resolution No. ____ of 2021			Date: <u>September 7, 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 POLICE DEPARTMENT

1 MUNICIPAL PLAZA, SUITE 3
BEACON, NY 12508
(845)831-4111
FAX: (845)838-5092



City Administrator White and Council:

The Beacon Police Department is proposing to hire Justin Goldfine to fill one of our open Police Officer positions.

Mr. Goldfine is currently a Police Officer with the New York City Police Department. Civil Service rules, however, require that he be hired from the Dutchess County Eligible list. He scored an 85 on the Dutchess County Police Officer Exam, putting him in the top three available candidates. He grew up in Cortland Manor, has resided in Wappingers Falls and is currently a resident of Mohegan Lake. Mr. Goldfine graduated from Walter Panas High School and earned a Bachelor's Degree from SUNY Oneonta in Criminal Justice with a minor in Computer Forensics.

Prior to becoming a police officer, Mr. Goldfine worked as a camp counselor and ropes specialist for Putnam Valley Parks and Recreation, a substitute teacher for Putnam Valley Central School District, and a security supervisor at Regeneron Pharmaceuticals. Since October of 2019 he has been a police officer with the New York City Police Department. His current command is the 50th Precinct, serving the northwest portion of the Bronx. He has stated that he wishes to pursue a career in a smaller area where he can get to know the community more regularly on a face-to-face basis in order to make a greater impact. A check of his employment history showed that he has not been the subject of any civilian complaints or lawsuits.

As with all candidates for employment with the Beacon Police Department, during Mr. Goldfine's background investigation, he was subject to confirmation of his work history, educational history and references. His mental health, financial, driving and criminal histories were checked and found to be in good order. His social media accounts were reviewed. He was subject to a polygraph examination which questioned him on theft, illegal sexual behaviors, drug use, serious undetected crimes, his law enforcement experience and domestic violence. He provided no notably concerning answers and was found to be truthful throughout the exam. Additionally, he was subject to a psychological evaluation at Public Safety Psychology, by a psychologist who is Board Certified, by the American Board of Professional Psychology, in Police and Public Safety Psychology. This evaluation includes assessments of the candidate's legal history, alcohol consumption, illicit substance history, aggression history, adult relationships, mental health and tolerance. The candidate is subject to the California Psychological Inventory, which in addition to many other areas includes testing for biases, the Personality Assessment Inventory and the State-Trait Anger Expression Inventory. Mr. Donovan

was found to be suitable for the position. Finally, he was subject to a medical and hearing evaluation, which he passed.

While Mr. Goldfine's employment with the NYPD still requires that he be hired from the Dutchess County Civil Service list, we will save the cost associated with sending him to a police academy for several months and he will be available for full time, solo patrol after his two months of field training.

A handwritten signature in blue ink, appearing to read 'LT Figlia', with a stylized flourish at the end.

Lt. Thomas Figlia

City of Beacon City Council Agenda

09/07/2021

Title:

Resolution Authorizing the City Administrator to Sign an Agreement (COB Contract No. 2021-027) with Andrew Stevens for Caretaker Services at University Settlement Camp

ATTACHMENTS

Resolution Authorizing the City Administrator to Sign an Agreement with Andrew Stevens for Caretaker Services at the University Settlement Camp

Agreement (COB Contract No. 2021-027) with Andrew Stevens for Caretaker Services at University Settlement Camp

Memorandum from the Director of Parks and Recreation Regarding the Caretake Position at University Settlement Camp



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE CARETAKER
LEASE AGREEMENT BETWEEN THE CITY OF BEACON AND ANDREW STEVENS (COB
CONTRACT NO. 2021 – 027) FOR CARETAKER SERVICES AT THE UNIVERSITY
SETTLEMENT CAMP**

WHEREAS, the City of Beacon is the long-term lessee of certain real property known as the Settlement Camp Park located at 724 Wolcott Avenue, Beacon, New York 12508 (the “Property”); and

WHEREAS, the Settlement Camp Park is approximately 50 acres and includes a pool facility, theatre, gymnasium, camp buildings and large fields and wood areas; and

WHEREAS, the Property also includes a residence which includes a 1,000 square foot two-bedroom ranch house, driveway and 0.75 acres surrounding the ranch house (including the associated yard/garden) (referred to herein as the “Residence”); and

WHEREAS, the Property is open to the public year-round dawn to dusk as a public park and hosts a children’s day camp and public pool hours during the summer; and

WHEREAS, the City seeks a live-in park caretaker to provide maintenance and oversight services to the City in exchange for the rent-free use of the Residence located on the Property; and

WHEREAS, the City advertised the Caretaker position for all City staff, and based on the response to the posting wishes to enter into an agreement with Andrew Stevens for the maintenance and caretaking of the Property in exchange for the rent-free use of the Residence, and

WHEREAS, Andrew Stevens is a qualified candidate for the position with over 25 years of experience in golf course maintenance and a Class A CDL License.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Beacon City Council hereby authorizes the City Administrator to sign the Caretaker Lease Agreement Between the City of Beacon and Andrew Steves (COB Contract No. 2021-027) for Caretaker Services at the University Settlement Camp, subject to review and approval by the City Attorney as to form and substance.

Resolution No. ____ of 2021			Date: <u>September 7, 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					

CARETAKER LEASE AGREEMENT BETWEEN THE CITY OF BEACON AND ANDREW STEVENS

THIS CARETAKER LEASE AGREEMENT (“Agreement”) is entered into by and between the CITY OF BEACON (the “City”), a New York municipal corporation with offices located at 1 Municipal Plaza, New York 12508, and ANDREW STEVENS, residing at 35 Van Nydeck Avenue, Apt. 209, Beacon, New York 12508 (“Caretaker”).

WITNESSETH:

WHEREAS, the City of Beacon is the long-term lessee of certain real property known as the Settlement Camp Park located at 724 Wolcott Avenue, Beacon, New York 12508 (the “Property”); and

WHEREAS, the Settlement Camp Park is approximately 50 acres and includes a pool facility, theatre, gymnasium, camp buildings and large fields and wood areas; and

WHEREAS, the Property also includes a residence which includes a 1,000 square foot two-bedroom ranch house, driveway and 0.75 acres surrounding the ranch house (including the associated yard/garden) (referred to herein as the “Residence”); and

WHEREAS, the Property is open to the public year-round dawn to dusk as a public park and hosts a children’s day camp and public pool hours during the summer; and

WHEREAS, the City seeks a live-in park caretaker to provide maintenance and oversight services to the City in exchange for the rent-free use of the Residence located on the Property; and

WHEREAS, the City advertised the Caretaker position for all City staff, and based on the response to the posting has decided to enter into an agreement with Andrew Stevens for the maintenance and caretaking of the Property in exchange for the rent-free use of the Residence.

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

1. **OCCUPANCY AUTHORIZATION.** The City does hereby authorize Caretaker to occupy the Residence rent-free in accordance with the terms of this Agreement. Caretaker agrees to occupy the Residence as his principal primary residence and fulfill all terms and conditions of this Agreement.

2. **TERM.** The term of this Agreement shall be for a period of five (5) years commencing on September 8, 2021. By mutual consent of Caretaker and the City, this Agreement may be extended for up to one (1) additional five (5) year term under the same terms and conditions contained herein.
3. **TERMINATION.** Either party may terminate this Agreement for convenience by giving the other party sixty (60) days written notice. For health and safety purposes, the City may order Caretaker and any occupant or guest to vacate the premise immediately for such period of time as deemed necessary.
4. **USE OF PROPERTY.**
 - A. The Residence shall be used and occupied solely by Caretaker and his daughter to be used exclusively as a residence. Except for guests staying for a period not to exceed five (5) days, no other persons shall occupy the home without the prior written approval of the City Administrator.
 - B. No part of the Residence, or other portion of the Property, shall be used at any time during the period of occupancy for the purpose of carrying on any other business, profession, or trade of any kind. Caretaker shall not allow any other person, other than Caretaker's immediate family or transient relatives and friends who are guests of Caretaker, to use or occupy the Residence without first obtaining the City's written consent to such use. Caretaker shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property.
 - C. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances on the Property.
 - D. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.
 - E. Caretaker shall park personal vehicles in a neat and orderly fashion. Caretaker shall not work on vehicles, boats or other equipment except within any approved area.

F. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the City and any violation of said results and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

G. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, guests, relatives and invitees.

5. **ASSIGNMENT OR LICENSING OF THE PROPERTY.** Caretaker shall not assign this Agreement or grant any license to use the Property or any part thereof. An assignment or license without the prior written consent of City or an assignment by operation of law shall be absolutely null and void and shall, at City's option, terminate this Agreement.

6. **ALTERATIONS AND IMPROVEMENTS.**

A. Caretaker shall make no alterations to the buildings or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of the Recreation Director or City Administrator. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Caretaker shall, unless otherwise provided by written agreement between City and Caretaker, be and become the property of City and remain on the Property at the expiration or earlier termination of this Agreement.

B. Caretaker shall not strip, overload, damage or deface the Residence, or any other portion of the Property, including hallways, stairways, or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.

C. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the City, and provided that the Caretaker complies with all relevant local ordinances and regulations.

D. Caretaker shall not erect any television or radio antenna or flagpole or similar structure on the exterior of the house or on any other location of the premises.

7. MAINTENANCE OBLIGATIONS OF THE CARETAKER.

A. The Caretaker's maintenance obligations include:

- i. Monitoring and daily inspections of the Property to ensure authorized uses only;
- ii. Mowing, trimming, tree pruning, brush removal, and leaf clearing of grounds;
- iii. Inspection of Property building roofs/ gutters and removal of debris as needed;
- iv. Maintaining and clearing debris from paths, driveways and parking lots including sweeping of areas, snow removal, and minor road repairs;
- v. Conducting routine building maintenance, including light carpentry, light replacements, and painting;
- vi. Coordinating with contractors/ City staff on capital project repair projects;
- vii. Assisting in maintenance and operation of the Property's Pool facility;
- viii. Managing landscaping and grounds maintenance in the area immediately adjacent to the house; and
- ix. Conducting any services mutually agreed upon in writing by the Caretaker and the City.

B. Caretaker is acting as a caretaker of the Property and is fully responsible, at the Caretaker's sole risk and expense, to perform all maintenance for the Property to be in a good, safe condition. As consideration for entering this Agreement, Caretaker expressly agrees to perform 50 hours per month in routine and nonroutine maintenance and oversight, which varies based on the season. By the 1st of each month during this Agreement, Caretaker shall provide the City's Recreation Director with a summary and a full statement of the repair and maintenance work performed on the Property during the previous month.

C. The City shall provide all the equipment for the caretaker to use to maintain the property. The City is responsible for any necessary repairs to the equipment.

- D. The City shall register and schedule events to be held on the Property. The City shall notify the Caretaker regarding the time and location of each event. During events, the Caretaker shall be on-call and his contact information shall be made available. The Caretakers is free to engage in personal activities during the events but must be available to return to the Property if called. If the Caretaker is not present or available to be on-call, the Caretaker shall notify the City at least seven (7) days prior to the event. The City shall make sure that someone is available to walk through the property and set up events.
 - E. All Caretaker duties shall be conducted outside of regular work hours (8 a.m.-4 p.m. from Monday -Friday). Caretaker duties shall not interfere with Caretaker's job duties with the City of Beacon Water Department.
 - F. If Caretaker is to be absent for two or more days, Caretaker shall notify the City's Recreation Director .
8. **ANIMALS.** Caretaker shall not permit domestic or other animals on or about the Residence, or any other portion of the Property, without the prior written consent of the City.
 9. **HAZARDOUS MATERIALS.** Caretaker shall not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company, and shall comply with all laws, ordinances, rules and orders of boards or other authorities affecting the Premises.
 10. **DESTRUCTION OF PROPERTY.** In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Caretaker, this Agreement shall terminate upon such occurrence, except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the City shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that the City exercises its right to repair such uninhabitable portion, such part so damaged shall be restored by the City as speedily as practicable, and the Agreement shall continue according to its terms. In the event of damage by fire or other casualty such that the Residence is uninhabitable, Caretaker's responsibility to perform services under Paragraph 7 above shall abate until the Residence is rebuilt or repaired.
 11. **UTILITIES.** Caretaker shall be responsible for the payment of all utilities including electricity, heating, fuel, internet and telephone.

12. CONDITION OF THE PROPERTY.

- A. Caretaker has visually inspected the premises and accepts the Residence in its “as is” condition. The City makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising out of the condition of the Property.
- B. Caretaker agrees to maintain the Property in good condition and free of clutter throughout the term of this Agreement and any extensions thereof. Caretaker shall keep the house and grounds clean and sanitary to the satisfaction of the City Administrator or their designee.
- C. Caretaker shall keep all fixtures in good working order and shall provide supplies and materials for regular household cleaning and maintenance, including light bulbs, cleaning products and the like.
- D. Caretaker shall be responsible for any painting, carpet cleaning, pest control measures, or minor repairs required at the Residence. Caretaker shall be liable for and make repairs to the Residence, fixtures and appliances belonging thereto resulting from damage by misuse or neglect of Caretaker, Caretaker’s agents, servants, relatives, guests or invitees.
- E. Caretaker has no authority to incur any debt or make any charge against the City or to create any lien upon said Residence, or any other portion of the Property, for any work or materials furnished to the Property.
- F. The Caretaker shall give the City prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired by the City with due diligence.
- G. Without the express written consent of the City, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

13. **DEFAULT.** If the City determines that Caretaker is in default of this Agreement, City shall provide Caretaker with a notice of default, and Caretaker shall have seven (7) days to cure the default unless otherwise excepted. If Caretaker fails to cure the default within the required time frame, the City may immediately terminate this Agreement, and Caretaker shall immediately vacate the Residence and return the keys to City. However, if Caretaker's default is of a nature that Caretaker should not be given an opportunity to

cure the default (including but not limited to destruction, damage, or misuse of the City's property by intentional act or a subsequent or continued unreasonable disturbance), the City may deliver a written notice to Caretaker specifying the default and the City's intent to terminate this Agreement. In such event, City may terminate this Agreement, and Caretaker shall have seven (7) days from the date that the notice is delivered to vacate the Property. In the event of termination, Caretaker shall pay City the sum of Fifty and 00/100 Dollars (\$50.00) per day as rent until Caretaker vacates the Property starting from the date of termination of this Agreement. In addition, if this Agreement is terminated pursuant to this paragraph, City may, at City's option, exercise any and all rights and remedies available to City at law or in equity.

14. **WORKERS' COMPENSATION INSURANCE:** The City shall provide Workers' Compensation Insurance to the Caretaker.
15. **RENTERS INSURANCE.**
 - A. Caretaker shall have in place and shall maintain, at his sole expense, tenant's insurance, including but not limited to comprehensive personal liability insurance covering personal injury, bodily injury and property damage with a combine single limit in the amount of five hundred thousand dollars (\$500,000).
 - B. A Certificate of Insurance shall be provided to the City Administrator, setting forth the terms and requirements contained herein, and including a provision that the policy upon which the certificate is issued shall not be cancelled without 30 days prior written notice to the City.
 - C. Caretaker shall name the City of Beacon as an additional insured.
16. **SURRENDER OF POSSESSION.** Caretaker covenants, at the expiration or other termination of this Agreement, or upon the City's recovery of possession of the Property, to remove all personal property from the Property not the property of the City, and to yield up to the City the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, except for reasonable wear and use thereof. All improvements made upon and fixtures installed upon the Property will be the property of the City.
17. **ACCESS.** Caretaker shall allow the City and the City's employees or agents to have access to the Property at all reasonable times, during normal working hours for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the City considers necessary or desirable, or for any other purpose for the reasonable protection of the Property. The City shall provide

reasonable notice to the Caretaker of its need to access the Residence, or any other party of the Property. The Caretaker shall not alter or change the exterior locks installed to the Residence, and in the event of an approved change, shall provide the City with keys to the facility, said keys shall only be used by the City to obtain access to the Residence in emergency situations.

18. **HOLD HARMLESS AND INDEMNIFICATION.** Caretaker agrees to protect, indemnify and hold harmless the City, its officers, employees and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss of damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts, errors or omissions of the City, its officers, employees or agents.
19. **COMPLIANCE WITH THE LAWS.** It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and preform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, Westchester County or City of Beacon.
20. **SEVERABILITY.** If any provision of this Agreement thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
21. **NON-WAIVER.** No indulgence, waver, election or non-election by the City under this Agreement shall affect the Caretaker's duties and liabilities hereunder.
22. **HOLDOVER.** In the event that Caretaker shall continue to occupy the Property or any part thereof after the conclusion of the term of this Agreement, or any extensions thereof, with prior written authorization of the City, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than thirty (30) days written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy,

both parties shall continue to observe all agreements, covenants and conditions contained in this Agreement.

23. MAILING NOTICES. Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be in the form of Certified Mail, Return Receipt Requested and E-Mail. Notices shall be addressed as follows:

To City: Christopher White
City Administrator
1 Municipal Plaza
Beacon, New York 12508
cwhite@beaconny.gov
845-838-5009

Mark Price
Recreation Director
23 West Center Street
Beacon, New York 12508
mprice@beaconny.gov
845-765-8449

Andrew Stevens Andrew Stevens
724 Wolcott Avenue
Beacon, New York 12508
Amstevens1025@gmail.com
845-245-5139

24. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date(s) indicated below.

ANDREW STEVENS

CITY OF BEACON

Andrew Stevens

Name: Christopher White
Title: City Administrator

Dated: _____

Dated: _____

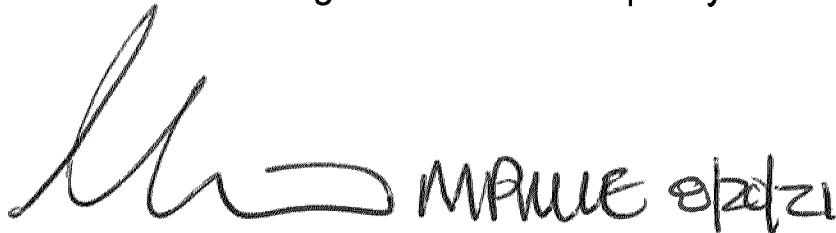


Memo

To: Chris White, City Administrator
From: Mark Price
CC:
Date: August 20, 2021
Re: Settlement Camp Park Groundskeeper Appointment

One resume was submitted by the deadline of August 20, 2021 for the posted position of Live-in Caretaker for the Settlement Camp Park.

In review of the submitted resume, I would fully recommend the appointment of Andrew Stevens to this position. His qualifications and experience align very well with the requirements of the Live-in Caretaker. Mr. Stevens is a current employee of the City of Beacon Water Department who I have worked with personally on occasion in our parks. I can personally attest to his exceptional work ethic and attention to detail. I look forward to working with him in his capacity as Live-in Caretaker.



MARK PRICE 8/20/21

Mark Price

Recreation Director

August 10, 2021

City of Beacon Recreational Department
23 West Center Street
Beacon, NY 12508

Dear Mark Price,

I am extremely interested in the **Live-In Park Caretaker position at the Beacon Settlement Camp**. I have over 25 years experience in golf course and property maintenance in my professional career and as a homeowner. I believe I am an ideal candidate for this position as I have extensive experience with mowing, tree work, fall/spring cleanups, snow removal, carpentry, plumbing, pool maintenance, power and excavation equipment and building repairs. I take pride in my work and if given the opportunity I will ensure that the Beacon Settlement Camp is kept in the best condition possible.

Please refer to my resume for additional skills and accomplishments I hope to speak with you as well. I have attached references that you may contact below. Thank you for your consideration.

Sincerely,

Andrew Stevens

References:

- Robert Martin [REDACTED] - Southern Dutchess Country Club Greens Chairman
- Richard Kolakoski [REDACTED] - City of Beacon Water Department Foreman

ANDREW STEVENS

Beacon, NY

Phone:

E-Mail:

PROFESSIONAL EXPERIENCE

2014-present

City of Beacon Water Department

Heavy Motor Equipment Operator

- Replace and install water mains
- Repair and install fire hydrants
- Utility locations
- Mowing and weed whacking
- Operation of all heavy equipment and heavy vehicles

2013-2014

NYS DOT

Highway Maintenance Worker

- Plowing of highways
- General maintenance of highways

April 2008-2013

Hawk Shaw Golf Course Construction, Inc. Valhalla, NY

Project Manager

- Lead all Project managers in the company with the highest job profitability over the last 3 years
- Ability to interact with the Senior Management and Representatives of high-level clients
- Represented Hawk Shaw Golf at project meetings
- Organizational skills to order materials, forecast jobs needs and record keeping for billing purposes
- Ensured adherence to schedule and completion of critical job tasks
- Personally managed a labor force of more than 20 employees
- Interpret golf course architect's construction plans and vision and coordinate with the golf course superintendant and shaping and labor crew in order to achieve quality finished golf course features
- Dozer, excavator, wheel loader and off-road dump truck operation
- Responsible for managing equipment maintenance and repair
- USGA Green and Tee Construction
- Sodding and seeding of greens, tees, fairways, and rough grass

April 2003–Sept 2007

Williams Advanced Materials, Brewster, NY

Machinist

- Manual lathe and manual mill operation
- CNC Machine operation
- Interpreted detailed drawings in order to machine finished parts

Jan 2002–April 2003
Assistant Superintendent

Metropolis Country Club, White Plains, NY

- Involved in all aspects of golf course operations
- Small engine repair and maintenance
- Grinding and rebuilding of reel mowers
- Backhoe and Tractor operation
- Overseeing staff and organizing daily and long term projects
- Pesticide and Fertilization Applications
- Green, tee, and bunker construction
- Irrigation and Drainage installation and repair
- Tree pruning and removal
- Snow removal

May 2000–Jan 2002
Assistant Superintendent

Sleepy Hollow Country Club, Sleepy Hollow, NY

- Involved in all aspects of golf course operations
- Small engine repair and maintenance
- Overseeing staff and organizing daily and long term projects
- Tree pruning and removal
- Pesticide and Fertilization Applications
- Backhoe and tractor operation
- Green, tee, and bunker construction
- Irrigation and Drainage installation and repair
- Snow removal

July 1994–Sept 1998
Greenskeeper

The Powelton Club, Newburgh, NY

- Introduction to all aspects of golf course operations and turfgrass management
- Small engine repair and maintenance
- Grinding and rebuilding of reel mowers
- Daily mowing and course setup

EDUCATION

March 2012 *Class A CDL License with Air Brake and Combination Vehicle endorsements*

Jan 2010 *OSHA 10 Hour Construction Certification*

Sept 2007 – Dec 2007 ATS School for Heavy Equipment Operation, Brentwood, NH

- *Trained in operation of backhoe, bulldozer, wheel loader, motor grader, scraper, excavator, telescoping excavator, roller, off road dump truck, skid steer, and tractor*
- *Completed training in rigging, blueprint reading, laser/grade reading, site plan/layout, equipment maintenance, and construction safety*
- *Received Certification from The National Center for Construction Education and Research*

1998-2000 State University of New York at Delhi, Delhi, NY

- *Associate's in Applied Science, Turf Grass Management*

City of Beacon City Council Agenda

09/07/2021

Title:

Resolution Authorizing the City Administrator to Sign a Sewer Agreement (COB Contract No. 2021-028) with the Village of Fishkill

ATTACHMENTS

Resolution Authorizing the City Administrator to Sign a Sewer Agreement (COB Contract No. 2021-028) with the Village of Fishkill

Sewer Agreement (COB Contract No. 2021-028) Between the City of Beacon and the Village of Fishkill



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A SEWER AGREEMENT (COB CONTRACT NO. 2021-028) WITH THE VILLAGE OF FISHKILL

WHEREAS, the City of Beacon (the “City”) and the Village of Fishkill (the “Village”) entered into an Agreement dated March 9, 1987, to allow the Village to transmit sanitary sewage to the Beacon Sewage Treatment Plant for treatment and disposal (the “1987 Village Agreement”); and

WHEREAS, the 1987 Village Agreement expired on March 31, 1992; and

WHEREAS, the Village has continued to transmit sanitary sewage to the Beacon Sewage Treatment Plant for over 34 years; and

WHEREAS, the Village desires to continue to have access to the City’s sewage treatment facilities for up to 500,000 gallons of water per day; and

WHEREAS, the City wishes to continue to provide wastewater treatment services to the Village for an additional period of forty (40) years.

NOW THEREFORE BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to sign a Sewer Agreement (COB Contract No. 2021-028) Between the City of Beacon and the Village of Fishkill, subject to review and approval by the City Attorney as to form and substance.

Resolution No. ____ of 2021			Date: <u>September 7, 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					

SEWER AGREEMENT BETWEEN CITY OF BEACON & VILLAGE OF FISHKILL

THIS AGREEMENT, made the _____ day of _____, 2021, by and between the **Village of Fishkill**, a municipal corporation with its Village Hall located at 1095 Main Street, in the Village of Fishkill, Town of Fishkill, County of Dutchess and State of New York, hereinafter called the “**Village**”, and the **City of Beacon**, a municipal corporation having its City Hall and principal place of business located at 1 Municipal Plaza, in the City of Beacon, County of Dutchess and State of New York, hereinafter called the “**City.**” (collectively referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the City owns a wastewater treatment plant located at 96 Dennings Avenue, Beacon, New York 12508, referred herein as the “Beacon Sewage Treatment Plant;” and

WHEREAS, the City, Dutchess Park Sewer District, and the Town of Fishkill (the “Town”) entered into an Agreement and an Addendum, dated October 22, 1986, that permits the Town to use part of the excess capacity of the Beacon Sewage Treatment Plant for the benefits of the residents of the Town (the “1986 Agreement”); and

WHEREAS, on January 15, 1988, the City, the Town and the Dutchess Park Sewer District executed the “First Amendment to the Agreement Dated 10/22/86 and Addendum Between the City of Beacon, Dutchess Park Sewer District and the Town of Fishkill, New York” to amend the 1986 Agreement insofar as it related to (a) sewer pipe to be installed in the City of Beacon by the Town and the cost to be the City; therefore, and (b) the location of the meter pit; and

WHEREAS, the 1986 Agreement expires on October 25, 2026; and

WHEREAS, the City and the Village entered into an Agreement dated March 9, 1987, to allow the Village to transmit sanitary sewage to the Beacon Sewage Treatment Plant for treatment and disposal (the “1987 Village Agreement”); and

WHEREAS, the terms of the 1986 Agreement were binding on the City and the Village to the extent such terms were deemed applicable to the 1987 Village Agreement; and

WHEREAS, the 1987 Agreement expired on March 31, 1992; and

WHEREAS, the Village has continued to transmit sanitary sewage to the Beacon Sewage Treatment Plant for over 34 years; and

WHEREAS, the Village desires to continue to have access to the City's sewage treatment facilities for up to 500,000 gallons of water per day; and

WHEREAS, the City wishes to continue to provide wastewater treatment services to the Village.

NOW, THEREFORE, in consideration of these mutual promises and covenants, and other good and valuable consideration, the Parties hereby agree as follows:

FIRST: This agreement covers a period of forty years (40) commencing September 15, 2021 and terminating September 14, 2061.

SECOND: The Village shall be allowed to utilize the Beacon Sewage Treatment Plant for up to 500,000 gallons of sewage per day. However, flows in excess of said amount shall not be considered a breach of this agreement. Such sewage shall be by gravity flow sewer through the Town of Fishkill lines, to be paid for by the Village at the same rates as are charged to the Town of Fishkill, as set forth in a certain Agreement between the City of Beacon, Dutchess Park Sewer District, and the Town of Fishkill, dated October 22, 1986. . The parties hereto agree that the terms of the 1986 Agreement, and any and all subsequent amendments thereto, shall be binding on the City and the Village to the extent such terms are applicable to the present agreement. The aforesaid Agreement and attached "First Amendment to Agreement dated 10/22/86 and Addendum Between the City of Beacon, Dutchess Park Sewer District and the Town of Fishkill, New York," dated January 15, 1988 are hereby incorporated in this Agreement.

THIRD: The City shall not directly charge or collect any fees or expenses from the Village in connection with the Village's use of the Beacon Sewage Treatment

Plant. The Town of Fishkill shall pay the City for all sewage conveyed by the Village into the City's system and processed by the City at the rates set forth in the 1986 Agreement, and any amendments or addendums thereto. The City shall bill the Town directly, by invoice, for each quarterly charge incurred by the Village and such amounts shall be paid by the Town to the City within thirty days. The Town shall separately collect all necessary costs and expenses from the Village.

FOURTH: The Village shall require all users or potential users of the public sewer system to obtain a sewer lateral permit prior to any connection to the public sewer system; such permit may be granted upon such conditions as the Village may, from time to time, establish. The Village shall not issue such a permit if it would cause the total sewage entering the Beacon Sewage Treatment Plant from the Village to be in excess of the limits provided in this agreement.

FIFTH:

(a) The City shall indemnify, defend and hold harmless the Village, its agents and employees, from and against all losses, damage, suits, claims, judgments and decrees, including reasonable attorneys' fees and litigation costs, resulting from breach by, and any material inaccuracy of the representations of the City set forth herein, or breach by the City of any material provision of this Agreement.

(b) The Village shall indemnify, defend and hold harmless the City, its agents and employees, from and against all losses, costs, damages, suits, claims, judgments, decrees, including reasonable attorney's fees and litigation costs, resulting from breach by, and any material inaccuracy of the representations of the Village set forth herein, or breach by the Village of any material provision of this Agreement.

SIXTH

(a) The Parties shall each comply with all applicable laws, rules and regulations of any County, State or Federal body or agency with respect to (i) the sewage pipes and facilities within its own municipal boundaries, and (ii) the quantity and types of sewage and other matter discharged into the public sewer line or system from within its boundaries.

(b) Each Party shall exercise due diligence to prosecute, or seek prosecution for the violation of such laws, rules and regulations against persons or entities who discharge sewage or other material into the public sewer system or the Beacon Sewage Treatment Plant with such Parties' boundaries.

SEVENTH:

(a) In the event that the Beacon Sewage Treatment Plan must be expanded, improved or otherwise changed due in whole or in part to use by the Village, then the Village shall pay a proportionate share to the City of the cost of such capital improvements provided that the Village has the right to verify cause and cost of the expenditure. If the Village objects to the determination of the City to undertake to construct any facilities or capital improvements, which additional facilities or improvements are to be financed by a method other than sewer rates and chargeable in whole or in part to the Village, the Village may elect to terminate this Agreement by written notice to the City, which notice must be delivered within three (3) months from receipt by the Village of written notification from the City as to the determination to undertake such additional facilities or improvements. Any notice from the Village, electing to terminate this Agreement under the provision of this paragraph, shall take effect six (6) months from the receipt of such notice.

(b) If the Village does not exercise its election to termination within the said three (3) month period, the provisions of this Agreement shall remain in full force and effect and any right to terminate this Agreement under the provisions of this paragraph shall be waived, except as to any additional or further notice by the City as to a determination to construct other or different facilities or improvements.

EIGHTH: This document contains the entire agreement between the parties and may not be changed, modified, altered or in any way amended, except by agreement in writing.

NINETH: The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by either Party.

TENTH: In the event any clause or provision of this Agreement is finally adjudicated to be illegal, invalid or contrary to the public policy, such adjudication shall not affect any of the other provisions of this Agreement, and such other provisions shall continue in full force and effect.

ELEVENTH: This agreement is executed by and on behalf of the Village and by and on behalf of the City by virtue of express authorization given by their respective boards at either regular or special meetings in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

Village of Fishkill

By: _____

KATHLEEN MARTIN, MAYOR

City of Beacon

By: _____

LEE KYRIACOU, MAYOR

City of Beacon City Council Agenda

09/07/2021

Title:

Resolution Authorizing the City Administrator to Sign a Water Supply Agreement (COB Contract No. 2021-029) with the Village of Fishkill

ATTACHMENTS

Resolution Authorizing the City Administrator to Sign a Water Supply Agreement (COB Contract No. 2021-029) with the Village of Fishkill

Water Supply Agreement (COB Contract No. 2021-029) Between the City of Beacon and the Village of Fishkill



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A WATER
AGREEMENT (COB CONTRACT NO. 2021-029) WITH THE VILLAGE OF FISHKILL**

WHEREAS, the Village of Fishkill (the “Village”) owns, maintains and operates a central water supply and distribution system which produces and furnishes water to residents of the Village of Fishkill, and

WHEREAS, the Village estimates that the source water supply of the existing System presently exceeds the requirements of the Village users, and

WHEREAS, the City of Beacon desires to purchase part of the existing and future unused capacity of the Village water supply under an agreement that will benefit the parties.

NOW THEREFORE BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to sign a Water Agreement (COB Contract No. 2021-029) Between the City of Beacon and the Village of Fishkill subject to review and approval by the City Attorney as to form and substance.

Resolution No. ____ of 2021			Date: <u>September 7, 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					

WATER SUPPLY AGREEMENT

THIS AGREEMENT, made the ____ day of September, 2021, by and between the **Village of Fishkill**, a municipal corporation with its Village Hall located at 1095 Main Street, in the Village of Fishkill, Town of Fishkill, County of Dutchess and State of New York, hereinafter referred to as the "**Village**", and the **City of Beacon**, a municipal corporation having its City Hall and principal place of business situate located at 1 Municipal Plaza, in the City of Beacon, County of Dutchess and State of New York, hereinafter referred to as the "**City**".

WITNESSETH:

WHEREAS, the Village owns, maintains and operates a central water supply and distribution system (hereinafter called "the System") which produces and furnishes water to the Village of Fishkill residents for a consideration, and

WHEREAS, the Village estimates that the source water supply of the existing System presently exceeds the requirements of the Village users, and

WHEREAS, the City desires to purchase part of the existing and future unused capacity of the Village water supply under an agreement that will benefit the parties.

NOW, THEREFORE, in consideration of these mutual promises and covenants, and other good and valuable consideration, the parties hereby agree as follows:

FIRST: The duration of this Agreement shall be for a period of forty (40) years from the date of its execution, unless sooner terminated. The City shall have a right to terminate this Agreement for any reason, provided that the City serves a written notice of such intention to terminate to the Village not less than thirty (30) days prior to the stated date of termination. Notice of such termination must be delivered to the Village Mayor and Village Clerk, either personally or by certified mail. Such termination shall be without penalty to the City.

SECOND: The Village will provide the City with a supplemental water supply of up to one million two hundred thousand (1,200,000) gallons per day upon signing this Agreement. Upon completion of the Village of Fishkill Well Capital Improvement Projects, the Village will provide the City with a supplemental water supply of up to one million five hundred thousand (1,500,000) gallons per day.

THIRD: The City shall be responsible, at its sole cost and expense, for obtaining all requisite permits or approvals from any county or state agency pertaining to the subject matter of this Agreement. Copies of any applications for permits or approvals from such agencies shall be provided to the Village simultaneous with filing same with the county or state agency. The provisions of this agreement shall be contingent upon the City's obtaining all requisite permits or approvals from the county or state agencies having jurisdiction over the subject matter of this Agreement. The City shall be responsible for all expenses related to compliance with the State

Environmental Quality Review Act concerning the subject of this agreement, and the City shall be designated as the "lead agency" with respect to such review.

FOURTH: The term "Beacon Rate" as used below will be defined as the rate the Village of Fishkill charges the City of Beacon for water produced by the Village. This rate is currently \$2.39 / 1,000 gallons per day. The Village reserves the right to change the Village rate from time to time, as operational costs, such as electrical, chemical and utilities, change. The Village shall provide the City with thirty (30) days advance written notice of any change in the rate and such rate shall not take effect until thirty (30) days after the City's receipt of such notice.

FIFTH: All costs sustained by the Village under this contract are included in the purchase price stated herein. There shall be no additional costs charged to the City.

SIXTH: Between the effective date of this agreement and the end of the calendar year, and for each calendar year thereafter, the City shall guarantee the purchase of a minimum of two hundred thousand (200,000) gallons per day, average daily use over a calendar year period. Both parties shall jointly determine if the terms of the guaranteed minimum purchase has in fact, been met at the end of each calendar year. If the usage is below said minimum requirement, the City shall pay the equivalent amount for the water not purchased within thirty (30) days of the determination.

SEVENTH:

(a) The water meter, (which shall be owned and maintained by the Village), shall be read quarterly, and charges for consumption shall be billed by the Village on a quarterly basis. In the event that the meter is read incorrectly or is out of service, the Village shall bill the City for each day the meter is not functioning at the average daily consumption rate as determined by the records for the previous four (4) charges for consumption of water actually consumed by the City. The City shall have the right to inspect the meter upon request to the Village and make its own water readings.

(b) If it is determined that the meter is either under-registering or over-registering, there will be an adjustment in the billing for consumption for the period from the date of such test back to the date of the prior calibration test. The Village will calculate such adjustment as an addition or credit for such difference in consumption, as the case may be, to be applied to the next bill to the City.

(c) The Village shall, at its sold cost and expense, provide a new master meter at least every twenty (20) years or when requested by the City to do so, and the Village shall be responsible for the repair and maintenance of the master meter and meter pit, which facilities shall be kept in good condition and working order by the District.

EIGHTH: The City agrees to provide an emergency supply of water to the Village at any time that the Village is unable to supply water from its own water supply system of sufficient quantity and quality to meet the needs of its users. Water provided to the Village pursuant to this paragraph will be charged at the same rates the City charges its own residents for water usage. Such use is further subject to the right of the City to discontinue said use in the event of a water emergency in the City and further subject to the provisions of New York State law dealing with the sale of excess water

by a City to outside users, as set forth in §20 of the General City Law. The Village agrees to provide an emergency supply of water to the City at any time that the City is unable to supply water from its own water supply system of sufficient quantity and quality to meet the needs of its users. Such use is further subject to the right of the Village to discontinue said use in the event of a water emergency in the Village and further subject to the provisions of New York State law dealing with sale of excess water by a Village to outside users, as set forth in §11-1120 of the New York State Village Law. Water provided to the City pursuant to this paragraph will be charged at the same rates set forth in paragraph **"FOURTH"** above.

NINTH: The Village shall assume all electrical and other utility costs incurred in conjunction with the operation of the well supplying the water to the City. Other than paying the rate set forth in paragraph Four above, the City shall have no responsibility for the cost incurred by the Village to provide water to the City in accordance with this agreement.

TENTH: The Village shall endeavour to protect the quality of the water in the aquifer and its system, which at a minimum includes enforcement of the Watershed Rules and Regulations of the State of New York. This contract is contingent upon the Village maintaining its water quality at, or above, New York State Board of Health standards for "ground water", at all times during the pendency of this agreement. It is the understanding of the parties to this Agreement that the Village shall not be obligated to chemically treat the water supplied to the City under this Agreement. In the event the Village does not maintain its water quality at, or above, said Board of Health standards, the City shall be relieved of its obligation to purchase water during the period the Village is not in compliance with this provision. The Village shall advise the City within two (2) days of the Village's receipt of notice that its water does not meet New York State Board of Health standards for "ground water."

ELEVENTH: The Parties acknowledge their obligation to promote water conservation measures in their respective jurisdictions. This commitment to conservation coincides with the policy imperatives contained in the Environmental Conservation Law that all agencies must conduct their affairs with an awareness that they are stewards of the air, water and land and that they have an obligation to protect the environment for the use and enjoyment of future generations. The specific scope and methods of water conservation are left to each Party to be satisfied as dictated by local authority. This agreement shall not be interpreted to require any specific conservation measures in order to achieve the goal of water conservation except where the Village has declared a water emergency or in the case of the Village purchasing water from the City pursuant to paragraph Eighth, the City's declaration of a water emergency

In the event that the lawful authority of the Village declares a water shortage or emergency and imposes water usage restrictions on Village water users, it is expressly prohibited from limiting the supply of public water delivered to the City during such period except in accordance with paragraph **"TWELFTH"** below.

TWELFTH: Where the Village has declared a water emergency and has imposed mandatory supply and usage reductions on its residents, the Village shall serve official written notice on the City Administrator of the City of Beacon of said emergency declaration, citing specifically the reasons for mandatory conservation measures, the nature of restrictions imposed and the official date of commencement of such restrictions. The City shall then decide whether to impose the same,

or similar, water restrictions on City residents served pursuant to this agreement, and in addition, shall set forth specific conservation measures as are practicable, and shall otherwise regulate water use within the City in a manner consistent with applicable conservation regulations.

In the event that water consumption in the City falls below the minimum usage established in paragraph "**SIXTH**" above, due to a formal declaration of water emergency by the City or the Village, the minimum consumption requirements shall be suspended until such water emergency order is rescinded by the City and the Village.

THIRTEENTH: The Village hereby represents and warrants that all Village water facilities, including without limitation, its pipes, well mechanisms and pumping stations, have the mechanical capacity and shall be maintained adequately so that they draw and transmit the water purchased under this Agreement and the design capacity is sufficient to service the reserved capacity to the City as provided herein, the facilities are in compliance with all applicable laws, rules and regulations of any state, federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same. The Village shall maintain and operate its supply facility and distribution system in full compliance with all applicable laws, rules and regulations of any state, federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same. The Village shall provide the City with notice of any unusual occurrences, County, State or Federal communications, notices or violations concerning the quality of the Village's water supply, system malfunctions or improvements, which may affect normal service. The Village covenants that all reasonable steps will be taken to keep its distribution systems in good repair, so as to prevent substantial water loss during the term of this Agreement.

FOURTEENTH: The City shall maintain and operate its respective distribution systems in full compliance with all applicable laws, rules and regulations of any state, federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same. The City shall provide the Village with notice of any unusual occurrences, system malfunctions or improvements, which may affect demand for water supply under this Agreement. The City covenants that all reasonable steps will be taken to keep its distribution systems in good repair, so as to prevent substantial water loss during the term of this Agreement.

FIFTEENTH: The City shall indemnify, defend and hold harmless the Village, its agents and employees, from and against all losses, damage, suits, claims, judgements and decrees, including reasonable attorneys' fees and court costs, resulting from breach by, and any material inaccuracy of the representations of the City set forth herein, or breach by the City of any material provision of this Agreement.

The Village shall indemnify, defend and hold harmless the City, its agents and employees, from and against all losses, costs, damages, suits, claims, judgements, decrees, including reasonable attorney's fees and litigation costs, resulting from breach by, and any material inaccuracy of the representations of the Village set forth herein, or breach by the Village of any material provision of this Agreement.

SIXTEENTH: The Parties shall comply with all applicable laws, rules, and regulations of any county, state or federal agency with respect to the water pipes and facilities within their municipal boundaries. Each party shall exercise due diligence to prosecute, or seek prosecution for the violation of such laws, rules and regulations against persons or entities who damage the distribution system or facility within such parties' boundaries or who endanger any portion of the water supply as transmitted through the respective distribution system belonging to the Parties.

In the event that the Village becomes aware that a maximum contaminant level is exceeded under the regulations contained in Chapter I of the New York State Sanitary Code Subpart 5-1, Section 1.52 Tables 1 through 7 as amended, the Village shall immediately notify the City Administrator about the source and nature of the contaminant. The Village covenants that it will transmit such notice by telephone in advance of, or concurrently with, the transmission of such notice to the Department of Health in accord with the notification requirements indicated in that same Subpart Section 5-1.52 Table 13.

SEVENTEENTH: This Agreement may not be assigned by a party without the express written consent by the other parties hereto.

EIGHTEENTH: Should any provision of this Agreement be found by a court of competent jurisdiction to be for any reason whatsoever, invalid, void or unenforceable, it shall be deemed severed from the balance of this Agreement and the balance of the Agreement shall remain in full force and effect.

NINETEENTH: The Waiver by either party of the breach of any one or more of the covenants of this Agreement is not a waiver of any other provision hereof or of a subsequent breach of the same covenant or covenants.

TWENTIETH: This document contains the entire Agreement among the parties and may not be changed, modified or in any way amended, except by agreement in writing.

TWENTY-FIRST: All notices hereunder shall be in writing sent by certified mail, return receipt requested, or by personal delivery to the address of the respective parties set forth above and hereafter designated by such party in the manner required for the giving of notice hereunder.

TWENTY-SECOND: This agreement is executed by and on behalf of the Village and by and on behalf of the City by virtue of express authorization given by their respective Boards and Councils at either regular or special meetings, in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed, and, these presents to be signed by their duly authorized officers the day and year first written above.

Village of Fishkill

By: _____

City of Beacon

By: _____
Lee Kyriacou, Mayor

City of Beacon City Council Agenda
09/07/2021

Title:

Resolution Approving the Reappointment of Paul Markwalter to the Tree Committee

ATTACHMENTS

[Resolution Approving the Reappointment of Paul Markwalter to the Tree Committee](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION APPROVING THE REAPPOINTMENT OF PAUL MARKWALTER TO THE
TREE COMMITTEE**

BE IT RESOLVED that the City Council of the City of Beacon does hereby approve the Mayor's reappointment of Paul Markwaller to the Tree Committee for a term to expire on December 31, 2022.

Resolution No. ____ of 2021			Date: <u>September 7, 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
09/07/2021

Title:

Resolution Approving the Appointment of Peter Bailey to the Tree Committee

ATTACHMENTS

[Resolution Approving the Appointment of Peter Bailey to the Tree Committee](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION APPROVING THE APPOINTMENT OF PETER BAILEY
TO THE TREE COMMITTEE**

BE IT RESOLVED that the City Council of the City of Beacon does hereby approve the Mayor's appointment of Peter Bailey to the Tree Committee for a term to expire on December 31, 2022.

Resolution No. ____ of 2021			Date: <u>September 7, 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
09/07/2021

Title:

Resolution Approving the Appointment of Phillip Stamatis to the Conservation Advisory Committee

ATTACHMENTS

Resolution Approving the Appointment of Phillip Stamatis to the Conservation Advisory Committee



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION APPROVING THE APPOINTMENT OF PHILLIP STAMATIS
TO THE CONSERVATION ADVISORY COMMITTEE**

BE IT RESOLVED that the City Council of the City of Beacon does hereby approve the Mayor's appointment of Phillip Stamatis to the Conservation Advisory Committee for the remainder of a term set to expire on December 31, 2022.

Resolution No. ____ of 2021			Date: <u>September 7, 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
09/07/2021

Title:

Resolution Authorizing the Conservation Advisory Committee to Conduct Public Outreach for Open Space Planning

ATTACHMENTS

Resolution Authorizing the Conservation Advisory Committee to Conduct Public Outreach for Open Space Planning



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2021

**RESOLUTION AUTHORIZING THE CONSERVATION ADVISORY COMMITTEE TO
CONDUCT PUBLIC OUTREACH FOR OPEN SPACE PLANNING**

WHEREAS, the City of Beacon Comprehensive Plan Update (2017) included a recommendation to develop an open space plan for recreation and conservation purposes; and

WHEREAS, an open space plan identifies community priorities that may include natural habitats, recreation sites, trails, and scenery, and establishes specific strategies and recommended actions to conserve those priorities; and

WHEREAS, creation of an open space plan would build upon the City of Beacon Natural Resources Inventory (NRI) completed in 2020 with technical assistance provided at no cost to the City by the New York State Department of Environmental Conservation Hudson River Estuary Program (“Estuary Program”) and partner Cornell Cooperative Extension (CCE) of Dutchess County; and

WHEREAS, the next step in open space planning is to collect public input and the Estuary Program has engaged Dutchess CCE to provide additional, no-cost assistance to the City of Beacon Conservation Advisory Council (CAC) with public outreach and engagement tools to identify community conservation values and priorities; and

WHEREAS, members of the CAC have committed to volunteer for the project in 2021 and are coordinating with the Estuary Program and CCE on public outreach, including dissemination of a community survey and ensuring engagement by a diverse and representative set of stakeholders and residents; and

WHEREAS, the CAC has indicated interest in seeking future grant opportunities to fund completion of an open space plan, and this community engagement on identifying conservation values, along with the NRI, will position the City for greater success in scoping the project and implementing the planning process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beacon does hereby authorize the CAC on behalf of the City to work with the Estuary Program and Dutchess CCE to conduct public outreach and engagement to identify values and priorities for future open space planning and conservation and coordinate such outreach with the City Administrator’s office.

Resolution No. _____ of 2021			Date: <u>September 7, 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
09/07/2021

Title:

City Council Meeting Minutes August 16, 2021

ATTACHMENTS

[City Council Meeting Minutes August 16, 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 and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. The video recording of this meeting and the preceding City Council Workshop of August 16th can be found at <https://vimeo.com/588669930>. Please take 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

Councilmember George Mansfield, At Large
Councilmember Terry Nelson, Ward One
Air Rhodes, Ward Two
Jodi McCredo, Ward Three
Councilmember Dan Aymar-Blair,
Ward Four
Lee Kyriacou, Mayor

Councilmembers Absent

Also Present:

Chris White, City Administrator
Drew Gamils, City Attorney

Community Segment

EMS Life Saving Awards Presentation: City of Beacon Firefighters David Brewer and Eric Jensen

Reports: City Council and City Administrator

Local Laws and Resolutions

1. Resolution Adopting a Local Law to Create Chapter 155, Article III of the Code of the City of Beacon to Prohibit Smoking in City Parks
 - Motion to pass the resolution by Councilmember Nelson
 - Second by Councilmember McCredo
 - Motion passes 6 - 0

2. Resolution Appointing City of Beacon Police Officer Kelvin Grey to the Position of Detective
 - Motion to pass the resolution by Councilmember Nelson
 - Second by Councilmember McCredo
 - Motion passes 6 - 0

3. A Resolution Appointing Stephen Donovan to the Position of Police Officer
 - Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Nelson
 - Motion passes 6 - 0

4. A Resolution Authorizing Amendments to the 2021 City of Beacon General Fund
 - Motion to pass the resolution by Councilmember Rhodes
 - Second by Councilmember McCredo
 - Motion passes 6 - 0

5. A Resolution Authorizing Certiorari Settlement with 497 Fishkill Avenue, LLC
 - Motion to pass the resolution by Councilmember Rhodes
 - Second by Councilmember Aymar-Blair
 - Motion passes 6 - 0

6. A Resolution Setting a Public Hearing on September 20, 2021 to Consider an Amendment of the Official Map to Remove, Abandon and Discontinue the Unimproved Paper Streets Known as Morse Street, Ryans Avenue and Be Vier Avenue
 - Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Amar-Blair
 - Motion passes 6 - 0

Approval of Minutes

City Council Meeting Minutes of August 2, 2021

- Motion to approve the Minutes by Councilmember McCredo
- Second by Councilmember Rhodes
- Motion passes 6 – 0

Executive Session

- Motion to enter Executive Session for Contract Negotiations by Councilmember Rhodes
- Second by Councilmember McCredo
- Motion passes 6 – 0

Adjournment

- Motion to exit Executive Session and Adjourn the City Council Meeting by Councilmember McCredo
- Second by Councilmember Rhodes
- Motion passes 6 – 0