



**COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE 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

**November 1, 2021
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

[Notice of Meeting Location November 1, 2021](#)

Public Hearings

[Public Hearing for the Fiscal Year 2022 Dutchess County Community Development Block Grant Program Application](#)

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 139 - Appointing Paula Becker to the Position of Accountant](#)
2. [Resolution No. 140 - Urging Reconsideration of the Recently Announced Closure of Matteawan Road by the Fishkill Correctional Facility](#)
3. [Resolution No. 141 - Authorizing the City Administrator to Sign a Grant Agreement with 474 - 476 Main Street LLC for Facade Improvements](#)
4. [Resolution No. 142 - Authorizing the City Administrator to Sign a Grant Agreement with 500 - 504 Main Street LLC for Facade Improvements](#)
5. [Resolution No. 143 - Ratifying a Memorandum of Agreement Between the City of Beacon and the Patrolmen's Benevolent Association of Beacon, New York, Inc](#)
6. [Resolution No. 144 - Authorizing the City Administrator to Sign an Agreement with the Hudson Valley Animal Rescue and Sanctuary for Dog Control Housing Services](#)
7. [Resolution No. 145 - Authorizing the City Administrator to Sign Amendment No. 1 to an Agreement with Common Ground Farm, Inc. for the Beacon Farmers' Market](#)
8. [Resolution No. 146 - Authorizing the City Administrator to Sign an Extension and Amendment to an Agreement with Dutchess County for Dutchess County Public Transit's Fixed Route G](#)

[Bus Service](#)

Approval of Minutes

1. [City Council Meeting Minutes October 18, 2021](#)

2nd Opportunity for Public Comments

Adjournment

City of Beacon City Council Agenda
11/01/2021

Title:

Notice of Meeting Location November 1, 2021

ATTACHMENTS

[Notice of Meeting Location November 1, 2021](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of November 1, 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/86028799569?pwd=WlhzMdNudFhkbmt4SjNNTmZtZENVUT09>

Webinar ID: 860 2879 9569 Passcode: 696527. 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: 860 2879 9569 Passcode: 696527.

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of November 1, 2021 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
11/01/2021

Title:

Public Hearing for the Fiscal Year 2022 Dutchess County Community Development Block Grant Program Application

ATTACHMENTS

[Memorandum from the Assistant to the City Administrator Regarding the 2021 CDBG Application](#)

[CDBG Eligible Block Groups](#)



Memorandum

Assistant to the City Administrator

TO: City Administrator Chris White

FROM: Etha Grogan

RE: CDBG Project

DATE: October 21, 2021

In preparation for the 2022 Community Development Block Grant (CDBG) municipal application, the following project was reviewed by the City Engineer and Superintendent of Streets and was determined to be consistent with the goals and eligibility requirements for the CDBG program.

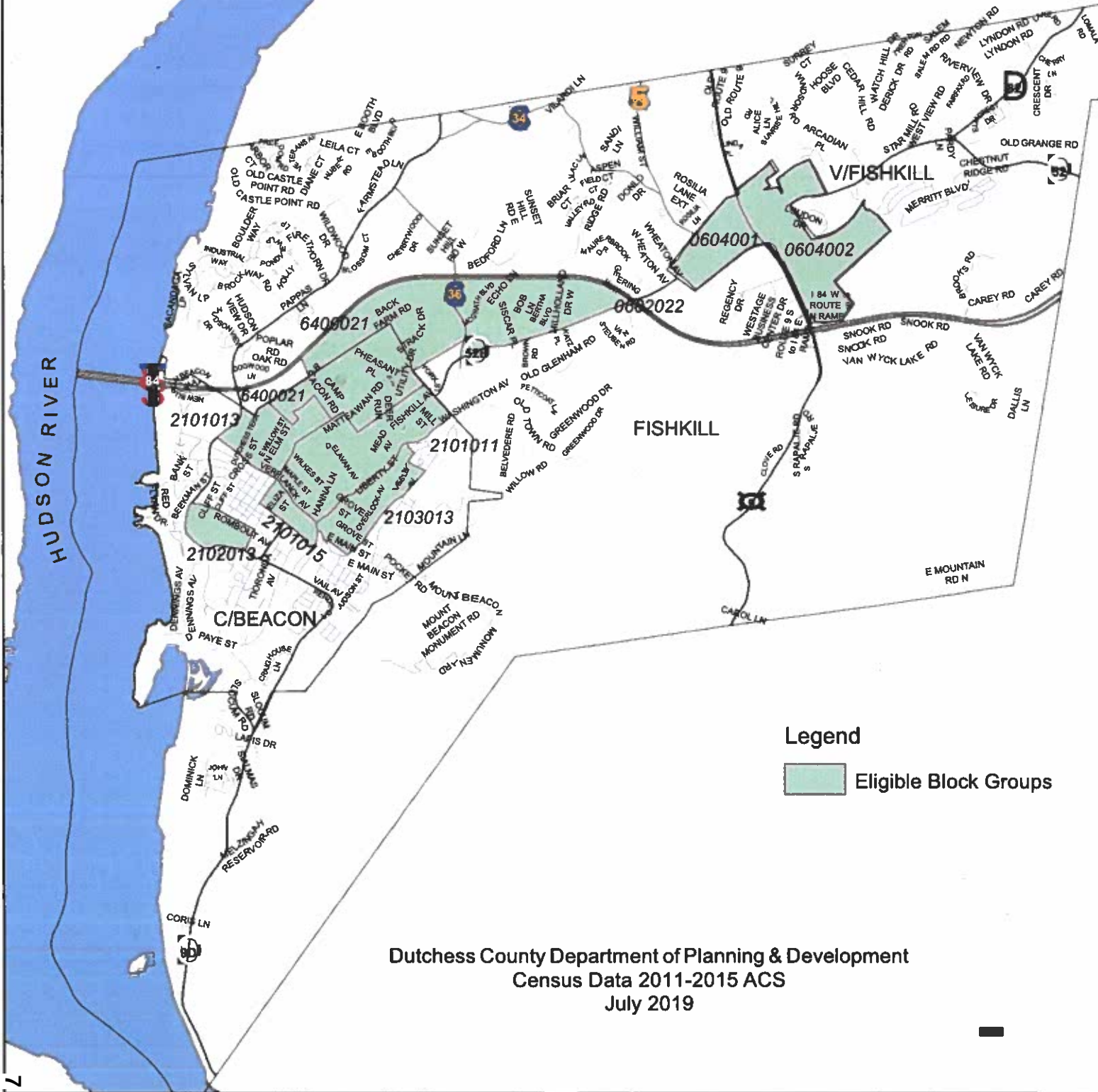
- **South Avenue Sidewalk Replacement: Wolcott Avenue to West Center Street**

The sidewalk to be replaced is located on the east side of South Avenue from West Center Street to Wolcott Avenue (Route 9D) along South Avenue Park. The existing sidewalk is primarily concrete with some patches of asphalt pavement. The walkway is significantly deteriorated, uneven, and spalled in multiple sections. The City is proposing to replace this degraded sidewalk with a new ADA-compliant concrete sidewalk that is five (5) feet in width.

This sidewalk is located in a CDBG Eligible Block Group and benefits multiple neighborhood facilities, including Davies South Terrace Apartments (subsidized low-income housing), South Avenue Elementary School, Forrestal Heights (subsidized low-income and senior housing), South Avenue Park (basketball and tennis court facilities), and the City of Beacon's Recreation Center on West Center Street.

The City Council will hold a public hearing for November 1, 2021 to solicit public input on the use of the City's annual CDBG allocation of \$160,000. Following the Public Hearing, the City must submit its annual CDBG application to Dutchess County by December 1, 2021.

City of Beacon
 Village of Fishkill
 Town of Fishkill
 CDBG Eligible Block Groups



Dutchess County Department of Planning & Development
 Census Data 2011-2015 ACS
 July 2019

City of Beacon City Council Agenda
11/01/2021

Title:

Resolution No. 139 - Appointing Paula Becker to the Position of Accountant

ATTACHMENTS

[Resolution No. 139 - Appointing Paula Becker to the Position of Accountant](#)

[Memorandum from the Director of Finance Regarding Paula Becker](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 139 OF 2021

RESOLUTION APPOINTING PAULA BECKER TO THE POSITION OF ACCOUNTANT

WHEREAS, Paula Becker is currently serving as a Senior Account Clerk Typist in the City of Beacon Finance Department; and

WHEREAS, Paula Becker meets the qualifications for the position of Accountant; and

WHEREAS, based on the recommendation of the Director of Finance, the Mayor wishes to appoint/promote Paula Becker to the position of Accountant in the City of Beacon Finance Department; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Mayor hereby appoints, with the consent of the City Council, Paula Becker to the position of Accountant in the City of Beacon Finance Department effective as of November 3, 2021.

Resolution No. 139 of 2021			Date: <u>November 1, 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					

Memorandum

Finance Department



TO: Chris White, City Administrator

FROM: Susan Tucker, Director of Finance

RE: Request for Promotion

DATE: 10/20/2021

Chris,

I respectfully request that the City Council consider promotion for Paula Becker from her current position of Senior Account Clerk Typist to the position of Accountant. Paula has been an employee of the City for 19 years, holds a Bachelor's degree in Accounting, and is currently reachable on the eligible list for Accountant with Dutchess County Department of Human Resources ("Civil Service").

Paula has been an invaluable part of my staff through my time with the City. She has been able to resolve complex issues of payroll reporting and processing with various departments of New York State and Dutchess County as well as provide guidance regarding various nuances of the three Collective Bargaining Agreements. Prior to hiring the Director of Human Resources, Paula was the liaison and processor with Civil Service, Workers Compensation and Health Insurance. She did this in addition to all of the recording and reconciling required of her position in the Finance Department. She has always been dependable and has a tremendous work ethic.

The promotion of Paula to the title of Accountant will compensate her for the additional responsibilities she has taken on in the last couple of years with the growth of the City and will allow her to take on new roles in moving not only the Finance Department but the City forward as we try to improve and streamline our practices.

Thank you for your consideration.

City of Beacon City Council Agenda
11/01/2021

Title:

Resolution No. 140 - Urging Reconsideration of the Recently Announced Closure of Matteawan Road by the Fishkill Correctional Facility

ATTACHMENTS

[Resolution No. 140 - Urging Reconsideration of the Recently Announced Closure of Matteawan Road by the Fishkill Correctional Facility](#)



CITY OF BEACON
CITY COUNCIL

RESOLUTION No. 140 of 2021

RESOLUTION URGING RECONSIDERATION OF THE RECENTLY
ANNOUNCED CLOSURE OF MATTEAWAN ROAD
BY THE FISHKILL CORRECTIONAL FACILITY

WHEREAS, Matteawan Road serves as a connection between the Town of Fishkill and the City of Beacon and is an important street access from Fishkill Avenue to the Beacon High School and Rombout Middle School; and

WHEREAS, Matteawan Road has been fully open to the public for many years and is frequently used by Beacon City School District buses and parents bringing children to and from the aforementioned school properties; and

WHEREAS, on October 18, 2021, the Superintendent of the Fishkill Correctional Facility ("Facility") notified the City of Beacon that the New York State Department of Corrections and Community Services ("DOCCS"), which owns and operates the Facility, have decided to close a section of Matteawan Road owned by DOCCS in the Town of Fishkill on the border of the City of Beacon by November 1, 2021, prohibiting public access during the daytime to alleviate certain security and safety concerns on the road; and

WHEREAS, while the City of Beacon recognizes the necessity and right of DOCCS and the Fishkill Correctional Facility to secure their grounds, including this section of road, the City is concerned that it and other major stakeholders, including the Beacon City School District, were not consulted on the closure and received insufficient notice to allow for traffic safety modifications and adjustment that might need to be implemented as a result of the change to traffic patterns in and around Matteawan Road; and

WHEREAS, the anticipated shift in traffic patterns resulting from the announced partial closure of Matteawan Road would create traffic and pedestrian safety issues at key intersections in the City of Beacon, including Verplanck Avenue and Matteawan Road, Wilkes Street and Matteawan Road, and at access roads through Memorial Park, which now may be used as a cut-through for motorists; and

WHEREAS, any adjustments to the traffic control signage in the area will take the City a period of at least several months to assess needed modification and adopt revisions to the City Code for such modifications, which require a public hearing and adoption of a local law amending the City Code, and the City received less than two weeks' notice of the impending road closure without any prior traffic safety planning by the Facility or coordination with the City.

NOW THEREFORE BE IT RESOLVED, that the City of Beacon City Council hereby requests that the New York State Department of Corrections and Community Services and Fishkill Correctional Facility delay the proposed partial road closure in order to provide the City of Beacon and other key stakeholders with the opportunity to determine traffic safety impacts and solutions; and

BE IT FURTHER RESOLVED, that the City Council hereby requests that the Fishkill Correctional Facility exempt from any road closure the use by Beacon City School District to mitigate extensive traffic impacts on the City of Beacon during the busy morning and afternoon hours; and

BE IT FURTHER RESOLVED, that the City Council hereby requests the immediate establishment of a working committee to coordinate with Fishkill Correctional Facility on this matter, including the following key stakeholders: the City of Beacon, Town of Fishkill, and Beacon City School District in order to consider potential alternatives, and if necessary, properly plan for the impact that a partial closure of Matteawan Road would create; and

BE IT FURTHER RESOLVED, that the City Council hereby directs the City Clerk to send a copy of this resolution to Governor Kathy Hochul, State Senator Sue Serino, Assemblymember Jonathan Jacobson, DOCCS Acting Commissioner Anthony Annucci, and Fishkill Correctional Facility Superintendent Edward Burnett.

Resolution No. 140 of 2021			Date: <u>November 1, 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
11/01/2021

Title:

Resolution No. 141 - Authorizing the City Administrator to Sign a Grant Agreement with 474 - 476 Main Street LLC for Facade Improvements

ATTACHMENTS

Resolution No. 141 - Authorizing the City Administrator to Sign a Grant Agreement with 474 - 476 Main Street LLC for Facade Improvements

City of Beacon Community Facilities Grant Program Amended Guidelines

Community Facilities Grant Application for Historic Building at 474-476 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 141 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH 474-476 MAIN STREET LLC FOR FAÇADE
IMPROVMENTS**

WHEREAS, pursuant to Resolution No.106 of 2021, the City of Beacon City Council established the Community Facilities Grant Program (“CFGP”) for certain capital improvements at non-profit facilities and historic properties; and

WHEREAS, the owners of 474 - 476 Main Street, which is located in the Historic District and Landmark Overlay (“HDLO”) Zone, have submitted a CFGP application in the amount of twenty thousand dollars (\$20,000) for a Communities Facilities Grant in order to partially fund new windows that will maintain the building’s structural integrity; and

WHEREAS, the application meets the guidelines in the CFGP, and the window installation has also received approval from the City of Beacon Planning Board.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the City Council awards up to twenty thousand dollars (\$20,000) through the Community Facilities Grant Program to 474 - 476 Main Street LLC for façade improvements and authorizes the City Administrator to sign a grant agreement (COB Contract No. 2021 – 038) subject to approval by the City Attorney as to form and substance.

Resolution No. 141 of 2021			Date: <u>November 1, 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
COMMUNITY FACILITIES GRANT PROGRAM GUIDELINES**

<u>Grant Amount:</u>	\$10,000-\$50,000 per Application
<u>Application Deadline:</u>	Rolling Application Process
<u>Eligibility:</u>	Non-profit organizations with facilities located in City of Beacon. Building owners on Main Street in the HDLO District
<u>Eligible Uses:</u>	Capital improvements to community facility structures that serve a public purpose and are open and available to the public for those purposes. Funding for construction only. Engineering, planning, and design are not eligible. Façade improvements for Main Street buildings in HDLO list. Preferred uses include: • Façade improvements and capital improvements to historic structures (including on Main Street for HDLO properties) • ADA accessibility improvements (e.g., entrances, restrooms) • Upgrades that create or enhance public access or public use • Signage and interpretation
<u>Ineligible Facilities:</u>	Properties owned by New York State or public agencies Facilities restricted in use for a limited membership and not generally open to the public without membership or fee School District properties Non-profit housing facilities Facilities owned by religious or faith-based organizations, unless property or distinct part of property is dedicated primarily to a public benefit
<u>Application Process:</u>	Eligible applicants should send a letter of interest with a concise description of the proposed project, requested funding amount, anticipated public benefit, and primary contact with any plans, photos, and/or budgets. Projects with matching funds from other public and private grants will be given preference. All grant recipients must sign a statement of non-discrimination to be eligible for City funding. The City reserves the right to reject applications for any reason or to work with applicants to revise proposals to maximize public benefit. All applications are subject to City Council approval Requests should be sent to: cwhite@beaconny.gov

Date: September 10, 2021

To: Christopher White, City Administrator
From: Ken and Maria Straus
Re: City of Beacon Community Facilities Grant Program

Christopher White, City Administrator
1 Municipal Plaza
Beacon, NY 12508

Dear Mr. White,

We are building owners on Main Street in the HDLO District. This letter of intent is our application to apply for funds from the City of Beacon Community Facilities Grant Program. We have two Historic Overlay buildings on Main Street that require capital façade improvements. Our buildings are:

- 500-504 Main Street
- 474-476 Main Street

We acquired these buildings in 2011 and 2012. Each year we have spent thousands of dollars in repairs and maintenance in our attempt to keep these historic structures intact. Now the buildings are both in need of new windows in order to maintain their structural integrity. Based on preliminary estimates and our own research, we are requesting the following funds to address this cost:

- \$30,000 for 500-504 Main Street
 - 4 story building
 - 44 Windows ranging in size (\$350 to \$500 per window plus (approx.) \$500 per installation)
 - Complete job is estimated at between \$30,000 and \$35,000.
- \$20,000 for 474-476 Main Street
 - 3 story building
 - 16 large windows all 3' x 6' which is a custom size. (\$1000 per window and (approx.) \$500 per installation)
 - Complete job is estimated at \$24,000.

If this proposal is in keeping with the guidelines of the city council, we would be happy to work with the city to provide exact details and estimates. We understand that our preliminary costs may need to be adjusted and we would work with the city in order provide whatever additional specifics are necessary.

Thank you for your consideration,

Ken Straus Maria Straus

Ken and Maria Straus
6 Slocum Rd.
Beacon, NY 12508

cc. Lee Kyriacou, Mayor and City Council

cwhite@beaconny.gov
mayor@beaconny.gov
cityofbeacon@beaconny.gov

City of Beacon City Council Agenda
11/01/2021

Title:

Resolution No. 142 - Authorizing the City Administrator to Sign a Grant Agreement with 500 - 504 Main Street LLC for Facade Improvements

ATTACHMENTS

Resolution No. 142 - Authorizing the City Administrator to Sign a Grant Agreement with 500 - 504 Main Street LLC for Facade Improvements

City of Beacon Community Facilities Grant Program Amended Guidelines

Community Facilities Grant Application for the Historic Building at 500-504 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 142 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH 500 - 504 MAIN STREET LLC FOR FAÇADE
IMPROVMENTS**

WHEREAS, pursuant to Resolution No.106 of 2021, the City of Beacon City Council established the Community Facilities Grant Program (“CFGP”) for certain capital improvements at non-profit facilities and historic properties; and

WHEREAS, the owners of 500-504 Main Street, which is located in the Historic District and Landmark Overlay (“HDLO”) Zone, have submitted a CFGP application in the amount of thirty thousand dollars (\$30,000) for a Communities Facilities Grant in order to partially fund new windows that will maintain the building’s structural integrity; and

WHEREAS, the application meets the guidelines in the CFGP, and the window installation has also received approval from the City of Beacon Planning Board.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the City Council awards up to thirty thousand dollars (\$30,000) through the Community Facilities Grant Program to 504 Main Street LLC for façade improvements and authorizes the City Administrator to sign a grant agreement (COB Contract No. 2021 - 039) subject to approval by the City Attorney as to form and substance.

Resolution No. 142 of 2021			Date: <u>November 1, 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
COMMUNITY FACILITIES GRANT PROGRAM GUIDELINES**

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<u>Ineligible Facilities:</u>	Properties owned by New York State or public agencies Facilities restricted in use for a limited membership and not generally open to the public without membership or fee School District properties Non-profit housing facilities Facilities owned by religious or faith-based organizations, unless property or distinct part of property is dedicated primarily to a public benefit
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Date: September 10, 2021

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From: Ken and Maria Straus
Re: City of Beacon Community Facilities Grant Program

Christopher White, City Administrator
1 Municipal Plaza
Beacon, NY 12508

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- 474-476 Main Street

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If this proposal is in keeping with the guidelines of the city council, we would be happy to work with the city to provide exact details and estimates. We understand that our preliminary costs may need to be adjusted and we would work with the city in order provide whatever additional specifics are necessary.

Thank you for your consideration,

Ken Straus Maria Straus

Ken and Maria Straus
6 Slocum Rd.
Beacon, NY 12508

cc. Lee Kyriacou, Mayor and City Council

cwhite@beaconny.gov
mayor@beaconny.gov
cityofbeacon@beaconny.gov

City of Beacon City Council Agenda
11/01/2021

Title:

Resolution No. 143 - Ratifying a Memorandum of Agreement Between the City of Beacon and the Patrolmen's Benevolent Association of Beacon, New York, Inc

ATTACHMENTS

Resolution No. 143 - Ratifying a Memorandum of Agreement Between the City of Beacon and the Patrolmen's Benevolent Association of Beacon, New York, Inc

Proposed Memorandum of Agreement Between the City of Beacon and the Patrolmen's Benevolent Association of Beacon, New York, Inc.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 143 OF 2021

**RESOLUTION RATIFYING THE PROPOSED MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF BEACON AND THE PATROLMEN'S BENEVOLENT
ASSOCIATION OF BEACON, NEW YORK, INC.**

WHEREAS, the current collective bargaining agreement between the City of Beacon and the Patrolmen's Benevolent Association of Beacon, New York, Inc. will conclude on December 31, 2021; and

WHEREAS, bargaining teams from both parties jointly constructed a new collective bargaining agreement that has been approved by the Patrolmen's Benevolent Association of Beacon, New York, Inc.; and

WHEREAS, the City of Beacon Mayor wishes for the City Council to ratify the proposed Memorandum of Agreement between the City of Beacon and the Patrolmen's Benevolent Association of Beacon, New York, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the City Council ratifies the proposed Memorandum of Agreement (COB Contract No. 2021 – 040) between the City of Beacon and Patrolmen's Benevolent Association of Beacon, New York, Inc.

Resolution No. 143 of 2021			Date: <u>November 1, 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							

MEMORANDUM OF AGREEMENT

**BETWEEN
THE CITY OF BEACON
AND THE
PATROLMEN'S BENEVOLENT ASSOCIATION
OF BEACON, NEW YORK, INC.**

WHEREAS, the Patrolmen's Benevolent Association of Beacon, New York, Inc. (the "Association") represents all Police Officers, Sergeants, Lieutenants, and Detectives in the City of Beacon Police Department excluding the Chief of Police, Special Officers, and School Crossing Guards; and

WHEREAS, the current agreement between the City of Beacon ("City") and the Association expires on December 31, 2021; and

WHEREAS, a bargaining committee of the Association and a bargaining committee of the City have engaged in negotiations for a successor Collective Bargaining Agreement ("CBA");

NOW, THEREFORE, it is hereby agreed between the negotiating committees for the City and the Association that, subject to the ratification/approval by the membership of the Association and the City Council, with the recommendations of the negotiating committees, the January 1, 2019 – December 31, 2021 CBA between the parties will be modified by the following terms and conditions.

ARTICLE II – WORK SCHEDULE

Section D – Delete (deals with Detective Lieutenant which is no longer relevant) and re-letter the subsequent paragraphs.

New Section D – Add Minimum Staffing for Patrol Shifts, including the midnight shift, shall be one (1) Sergeant and three (3) Police Officer for all shifts.

Section H – Amend as follows: "The midnight shift shall be staffed by a pool of not less than five (5) Police officers and two (2) Sergeants, who shall rotate through a schedule of four days on followed by two days off ("4-2") and four days on followed by three days off ("4-3"). The minimum staffing for the midnight shift shall be one (1) Sergeant and three (3) Police Officers."

Section J – Add that civilian dispatchers may be hired on all shifts, but shall not count towards minimum staffing for patrol shifts as detailed in Section D.

ARTICLE VII - COMPENSATION

Section A – Effective the first (1st) day of January in the year indicated, the following Officers of the Police Department shall receive the following annual salaries:

Police Officer:					
	2021	2022	2023	2024	2025
Starting Salary	\$57,182	\$58,326	\$59,493	\$60,683	\$61,897
After 1 Year	\$62,154	\$63,397	\$64,665	\$65,958	\$67,277
After 2 Years	\$67,126	\$68,469	\$69,838	\$71,235	\$72,660
After 3 Years	\$72,099	\$73,721	\$75,380	\$77,076	\$78,810
After 4 Years	\$77,072	\$78,806	\$80,579	\$82,392	\$84,246
After 5 Years	\$82,043	\$84,094	\$86,196	\$88,351	\$90,560
After 6 Years	\$90,588	\$92,853	\$95,174	\$97,553	\$99,992
Detective:					
	2021	2022	2023	2024	2025
Starting Salary	\$92,194	\$94,499	\$96,861	\$99,283	\$101,765
After 1 Year	\$95,137	\$97,515	\$99,953	\$102,452	\$105,013
Sergeant:					
	2021	2022	2023	2024	2025
Starting Salary	\$98,430	\$100,891	\$103,413	\$105,998	\$108,648
After 1 Year	\$103,449	\$106,035	\$108,686	\$111,403	\$114,188
Detective Sergeant:					
	2021	2022	2023	2024	2025
Starting Salary	\$102,902	\$105,475	\$108,112	\$111,085	\$114,140
After 1 Year	\$105,571	\$108,210	\$110,915	\$113,688	\$116,530
Lieutenant:					
	2021	2022	2023	2024	2025
Starting Salary	\$104,099	\$107,222	\$110,439	\$113,752	\$117,165
After 1 Year	\$108,685	\$111,946	\$115,304	\$118,763	\$122,326

Section E – The amount paid to Detectives assigned to be “on call” shall be increased from two hundred dollars (\$200) per week to three hundred dollars (\$300) per week.

ADD NEW SECTIONS:

Section G – Second Language – Employees who are able to speak Spanish fluently, which shall be verified by the Chief of Police, shall receive an additional \$1,000 per year to be paid in a single lump sum check in the last pay period of each calendar year. If such employee resigns and/or retires prior to the end of the calendar year, such stipend shall be paid upon separation in a prorated amount based upon the number of full calendar months worked in the year of resignation or retirement.

Section H – Field Training Officers (“FTO”) shall receive an FTO Stipend of forty dollars (\$40) per shift when they are engaged in conducting such training.

ARTICLE XVI

ADD NEW SECTION:

Section G – If an Employee dies (either prior to or after retirement), the Employee’s spouse and/or dependent children shall be eligible to continue to receive the Employee’s health care benefits. Such benefits shall be provided at the same terms as if the Employee was still alive – i.e., the spouse and/or dependents would be responsible for the same percentage of the monthly premium as was ineffect at the time of the Employee’s death.

- a. The spouse shall be eligible for such coverage until such time as said spouse remarries. If the spouse does not remarry, said spouse shall remain eligible until their death.
- b. Child/Dependent coverage – the Child/Dependent of the Employee shall be eligible for coverage until the age of 26 or when such Child/Dependent becomes covered by another plan.

ARTICLE XXV

Modify Paragraph B to the following: The provisions of this Agreement shall remain in effect for a period of four (4) years from January 1, 2022 through December 31, 2025.

OTHER MATTERS

Miscellaneous Housekeeping- Delete all references to Detective Lieutenant from the CBA.

Miscellaneous Housekeeping- Change all pronouns to gender neutral.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated: November ____, 2021

FOR THE CITY OF BEACON

FOR THE ASSOCIATION

Christopher White, City Administrator

Affdecrin Vargas, President

City of Beacon City Council Agenda
11/01/2021

Title:

Resolution No. 144 - Authorizing the City Administrator to Sign an Agreement with the Hudson Valley Animal Rescue and Sanctuary for Dog Control Housing Services

ATTACHMENTS

Resolution No. 144 - Authorizing the City Administrator to Sign an Agreement with the Hudson Valley Animal Rescue and Sanctuary for Dog Control Housing Services

Proposed Agreement with Hudson Valley Animal Rescue and Sanctuary for Dog Control Housing Services



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 144 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN
AGREEMENT WITH HUDSON VALLEY ANIMAL RESCUE AND SANCTUARY FOR
DOG CONTROL HOUSING SERVICES**

WHEREAS, the City of Beacon agreement with the Dutchess County SPCA (“DCSPCA”) for dog control housing services will conclude on December 31, 2021; and

WHEREAS, the City of Beacon received a letter from the DCSPCA on July 16, 2021 which noted that the DCSPCA will not be renewing their agreement with the City of Beacon; and

WHEREAS, the City of Beacon contacted three local animal shelters and has identified the Hudson Valley Animal Rescue and Sanctuary as the only local shelter willing to enter into an agreement the for dog control housing services; and

WHEREAS, the DCSPCA recommended that the City of Beacon enter into an agreement with the Hudson Valley Animal Rescue and Sanctuary for dog control housing services.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the City Council authorizes the City Administrator to sign an Agreement (COB Contract No. 2021 – 037) with the Hudson Valley Animal Rescue and Sanctuary for dog control housing services; and

BE IT FURTHER RESOLVED, that the City Administrator may negotiate and sign any extensions of this Agreement without further City Council approval so long as the Agreement is substantially the same material terms and conditions contained therein, and subject to being approved within the City Budget and not increasing by more than ten (10%) percent from the prior Agreement and subject to review and approval by the City Attorney as to form and substance.

Resolution No. 144 of 2021			Date: <u>November 1, 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					

DOG CONTROL HOUSING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between HUDSON VALLEY ANIMAL RESCUE AND SANCTUARY, a non-profit 501(c)(3), having an address of 9 Barnes Drive, Poughkeepsie, NY, 12603 (hereinafter referred to as “HVARs”) and CITY OF BEACON, a municipal corporation, having an address of One Municipal Plaza, Beacon, NY 12508 (hereinafter referred to as the “City”)(collectively referred to herein as the “Parties”).

WHEREAS, the City Animal Control Officer, hereinafter referred to as the “ACO” is empowered to seize dogs pursuant to the provisions of Agriculture and Markets Law Article 7, Section 117; and

WHEREAS, this Agreement applies only to dog(s) seized by the ACO; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, Section 117, dogs seized by the ACO are required to be properly fed and provided shelter and water during the applicable redemption period, and

WHEREAS, HVARs maintains a kennel for boarding dogs and other animals at 9 Barnes Drive, Poughkeepsie, NY 12603 (the “Kennel”); and

WHEREAS, the City wishes to contract with HVARs to provide shelter and care for dogs seized by the ACO upon terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Resolution No. 2021-_____, the City Council has authorized the City Administrator to execute this Agreement and any amendments and extensions, subject to review by the City Attorney as to form and substance.

NOW, THEREFORE, it is hereby agreed by and between HVARs and the City as follows:

1. **RECITATION INCORPORATED:** The recitations set forth above are incorporated in this Agreement as if fully set forth and recited herein.
2. **TERM OF AGREEMENT:** This Agreement shall become effective January 1, 2022 and shall continue until December 31, 2022. This Agreement may be extended by two (2) additional one-year terms by the City Administrator without additional City Council approval. This Agreement may be terminated by either party upon thirty (30) days written notice.
3. **BOARDING:**
 - a. HVARs hereby agrees to provide boarding, which includes shelter, food and water, as required by law, for the following dogs:
 - i. Any and all dogs running at large (unidentified) seized by the ACO as outlined by the Agriculture and Markets Law Article 7, Section 117(1) & (2); and
 - ii. Any and all dogs who have been seized by a court order pending a “dangerous dog” hearing, outlined by the Agriculture and Markets Law Article 7, Section 123(2).

- b. All unidentified dogs seized by the ACO shall be delivered to HVARs at 9 Barnes Drive, Poughkeepsie, NY 12603. For dogs that can be identified in the field via microchip or community outreach, the ACO shall make every reasonable attempt to return the dog to the owner, using guidelines set for Agriculture and Markets Law, before bringing the dog to HVARs. This request reflects the national animal shelter policy which strives to keep dogs in their homes.

3. DOGS SEIZED FOR REASONS OTHER THAN Section 117(1) & (2) and Section 123(2):

Any and all dogs seized for reasons other than those listed under Article 7, Section 117(1) & (2) and Section 123(2), which sections were in full force and effect at the time of this agreement, shall not be boarded and held other than for safekeeping purposes. HVARs shall not refuse to board and hold dogs seized for safekeeping purposes or pursuant to this paragraph. These include dogs seized for reasons such as owner death, car accident, cruelty, owner arrest, etc. Said dogs shall be released to the ACO upon request. Therefore, the ACO may make corrections or amendments to an impoundment form if a determination is made that the reasons for dog seizure are for reasons other than pursuant to Section 117(1)(2) & Section 123(2). The holding periods for unidentified and identified dogs pursuant to Section 117(4) & (6) respectively, shall be applicable.

4. RULES AND REGULATIONS. HVARs shall be in complete compliance with the requirements of the New York State Department of Agriculture and Markets and all applicable codes, rules, regulations, laws, and ordinances.

5. RECORD KEEPING. HVARs shall keep and maintain all documentation and records required under the New York State Agriculture and Markets Laws. All paperwork shall be readily available to the City and New York State Department of Agriculture and Markets.

6. HOLDING PERIOD: In order to provide the owners a reasonable time period in which to reclaim their seized dog(s), HVARs and the City agree to the following:

a. For dogs running at large (unidentified):

- i. Dogs that are not appropriately identified, as outlined by the Agriculture and Markets Law Article 7, Section 117(4), shall be held for five (5) business days from the date they enter the shelter;
- ii. Dogs that are appropriately identified, as outlined by the Agriculture and Markets Law Article 7, Section 117(6), shall be held for a maximum of nine (9) business days from the date they enter the shelter. The City shall be responsible for notifying the owner of the seizure, as per the Agriculture and Markets Law Article 7, Section 117(6).
- iii. Upon expiration of the above stated holding periods, any and all dogs that have not been redeemed by their owner, shall become the property of HVARs, as outlined by the Agriculture and Markets Law Article 7, Section 117(7-a).

b. For dogs seized under a court order pending a “dangerous dog hearing”: As outlined by the Agriculture and Markets Law Article 7, Section 123(2), said dogs shall be held until final disposition by the court OR a maximum of fourteen (14) calendar days, whichever comes first. If the final hearing has not been held by the end of the fourteenth day, the City shall be responsible to make alternate arrangements for the housing of such dogs. HVARs may

consider continued housing on a case-by-case basis to be negotiated with the City. If it is agreed by both parties that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall be the responsibility of the City.

c. For dogs that are being held for a 10-day rabies observation period:

- i. HVARs may take ownership of said dog upon expiration of the 10-day rabies holding period if there is no owner to reclaim said dog; or
- ii. If an owner becomes known to HVARs or the City, the owner may reclaim said dog during the 10-day rabies observation holding period if the Dutchess County Department of Community and Behavioral Health provides written approval of the dog's release to its owner.

6. UNCLAIMED DOG DISPOSITION: Unclaimed dogs shall be evaluated by HVARs staff to determine if a dog's disposition and temperament will enable it to be adopted. If the dog is determined to be adoptable, it shall be placed for adoption by HVARs. If the dog is determined to not be adoptable, HVARs shall determine the best option for the dog. If it is determined that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall NOT be the responsibility of the City. The City shall not be liable for determinations made by HVARs pursuant to this paragraph.

7. VACCINATIONS: As outlined by the Agriculture and Markets Law Article 7, Section 109(1)(a), for all dogs that are to be redeemed, the owner shall provide proof of City license, including proof of rabies vaccination. HVARs shall not release any dog to its owner without proof of the current City license and the rabies vaccination. In the event that the dog is not up to date on its rabies vaccination and/or the owner is unable to provide proof of such vaccination to the City, then HVARs shall administer a rabies vaccination to the dog prior to redemption and shall charge the owner for the cost of this service.

As a requirement for dog(s) to be boarded at HVARs, the dog(s) shall receive the following three (3) vaccinations upon arrival. There shall be no exceptions to this vaccination rule, unless an immediate record of the dog being up to date on all vaccinations is provided.

Rabies Vaccination – Fifteen Dollars (\$15.00)

Distemper Vaccination – Twenty-Five Dollars (\$25.00)

Bordetella Vaccination – Thirty Dollars (\$30.00)

The owner shall be charged for the three (3) vaccinations. If there is no owner or said dog is not redeemed by the owner, said vaccine costs shall be borne by HVARs.

8. EMERGENCY VETERINARY CARE: In the event that an impounded dog is determined, by the best judgement of the HVARs medical staff, to need emergency veterinary care, HVARs shall arrange medical care for the dog. All expenses related to such care shall be the responsibility of the owner. If there is no owner or said dog is not redeemed by the owner, the City shall be responsible for medical expenses up to \$500. Above and beyond the \$500, the remaining said medical costs shall be borne by HVARs.

9. FEES

a. Boarding:

- i. The HVARs boarding fee shall be THIRTY DOLLARS (\$30.00) per day. The first day shall be charged upon admission to the Kennel and each subsequent day shall be calculated upon the dog being at the Kennel at 12:00 pm each day.
- ii. For dogs who are reclaimed by their owner, the owner shall be required to pay the boarding fee directly to HVARs. If the owner is unable to pay the boarding fee, HVARs shall determine whether or not to release the dog on a case-by-case basis.
- iii. For dogs not redeemed by the owner, HVARs shall invoice the City for the boarding fee for the period running from the date of seizure until the expiration of the applicable redemption period.

b. Rabies Vaccination:

- i. The fee for the rabies vaccination shall be Fifteen Dollars (\$15.00).
- ii. For dogs that are reclaimed by their owner, the owner shall be required to pay the rabies vaccination fee directly to HVARs.
- iii. For dogs that are not redeemed by the owner, the City shall not be billed for the rabies vaccination.

c. Veterinary Care:

- ii. For services provided by the HVARs medical team, the HVARs usual and customary fees shall be applied.
- iii. For care that requires services from a community-based veterinarian, the actual fee from the veterinarian shall be applied.
- iv. For dogs that are reclaimed by their owner, the owner shall be required to pay the medical care fees to HVARs.
- v. For dogs that are not redeemed by the owner, the City shall not be responsible for any HVARs administered medical care fees incurred during the redemption holding period. In the case of emergency veterinary care, the City shall be responsible for medical expenses up to \$500 if there is no owner or said dog is not redeemed by the owner.)

10. RECLAIM/REDEMPTION OF DOGS

- a. All owners shall be informed by the City and HVARs of the necessary documentation and redemption, license and/or other fees to be paid in order to reclaim their dog as well as the process to accomplish this task. The City shall provide such information to the owner as part of its notice given pursuant to Paragraph 5 (a)(ii) of the agreement. HVARs shall also make every effort to contact the owner if they can be identified.

- b. Upon payment of all City fees, the City shall issue a license tag and certificate for said dog, and a receipt of payment. The owner shall be instructed to present this documentation to HVARs in order to reclaim their dog. HVARs will release the dog after proper documentation has been presented and the owner of the dog has signed the dog's Agriculture and Markets Department Form DL-18 (or a comparable form). The owner shall also be required to pay HVARs directly for the boarding fee and vaccination fees at the time of reclaiming the dog.
 - i. HVARs shall be available to process reclaims of dogs Monday – Friday, 9 am to 5 pm. Reclaims shall not be processed on federally observed holidays or in cases of inclement weather that results in HVARs closing early. HVARs shall also be available on weekend days from the hours of 10 am to 2 pm to process reclaims of dogs.
11. **KENNEL SPACE:** At all times, HVARs shall provide space at the Kennel for all dogs that are seized. The ACO will have 24-hour access to the Kennel for the delivery of dogs. The ACO shall also be given the cell phone contact information of the owners of the Kennel for after-hours contact and/or emergencies. The ACO shall be required to complete the HVARs paperwork, attached to the Kennel, and ensure the dog has food, water and bedding in the Kennel.
12. **IDEMNIFICATION:** HVARs shall defend, indemnify and hold the City, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses, and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful actions or omissions of HVARs. The City shall defend, indemnify and hold HVARs, its officials, officers, and employees harmless from and against all actions, proceedings, claims, damages, liabilities, loses, and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful action or omissions of the City.
13. **APPLICABLE LAW:** This Agreement shall be governed by, construed and conformed in accordance with the laws of New York State with regard to conflicts of laws and principles of laws.
14. **WAIVER:** No waiver of any breach or any condition of this Agreement shall be binding unless in writing and signed by both parties. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause for reception of such or any other breach unless the waiver shall specifically include the same.
15. **MODIFICATION:** This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by the Parties.
16. **NOTICES:** All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be sent via registered or certified mail with return service requested, and a copy shall be sent by email.
17. **ENTIRE AGREEMENT:** This Agreement, upon execution forms the entire Agreement between the parties and replaces and supersedes all prior Agreements between the parties, if any.
18. **PAYMENT:** All bills properly submitted to the City in accordance with this Agreement shall be paid within sixty (60) days.

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counterparts, each of which shall constitute an original, the day and year first above written.

HUDSON VALLEY ANIMAL RESCUE AND SANCTUARY

By: _____

Celeste Wiltse, President

Date:

CITY OF BEACON

By: _____

Christopher White, City Administrator

Date:

ACKNOWLEDGEMENTS

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

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

Notary Public

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

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

Notary Public

City of Beacon City Council Agenda
11/01/2021

Title:

Resolution No. 145 - Authorizing the City Administrator to Sign Amendment No. 1 to an Agreement with Common Ground Farm, Inc. for the Beacon Farmers' Market

ATTACHMENTS

Resolution No. 145 - Authorizing the City Administrator to Sign Amendment No. 1 to an Agreement with Common Ground Farm, Inc. for the Beacon Farmers' Market

City of Beacon Contract No. 2021-006 with Common Ground Farm, Inc. for the Beacon Farmers' Market

Proposed Amendment No. 1 to City of Beacon Contract No. 2021 - 006 with Common Ground Farm, Inc. for the Beacon Farmers' Market



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 145 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN
AMENDMENT NO. 1 TO AN AGREEMENT WITH COMMON GROUND FARM, INC.
FOR THE BEACON FARMERS' MARKET**

WHEREAS, pursuant to Resolution No. 51 of 2021, the City of Beacon City Council authorized Common Ground Farm, Inc. ("CFG") to operate the Beacon Farmers' Market at the Beacon Center Parking Lot with the address 223 Main Street, Beacon New York, pursuant to the terms of the City of Beacon Farmers' Market License Agreement (City of Beacon Contract No. 2021 – 006); and

WHEREAS, based on the success of the Beacon Farmers' Market since April 2021, CGF has requested that it be allowed to extend the outdoor operation of the Beacon Farmers' Market year-round; and

WHEREAS, the Mayor is supportive of CFG's extension request.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the City Council authorizes the City Administrator to sign Amendment No. 1 to the City of Beacon Farmers' Market License Agreement (COB Contract No. 2021 – 006) extending their outdoor season year-round; and

BE IT FURTHER RESOLVED, that the City Administrator may negotiate and sign any extensions of this Agreement without further City Council approval so long as the Agreement is substantially the same material terms and conditions contained therein, and subject to being approved within the City Budget and not increasing by more than ten (10%) percent from the prior Agreement and subject to review and approval by the City Attorney as to form and substance.

Resolution No. 145 of 2021				Date: <u>November 1, 2021</u>			
☐ Amendments				☐ 2/3 Required			
☐ Not on roll call.				☐ On roll call			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon Farmers' Market License Agreement

This Agreement made as of the 12th day of March, 2021, by and between the City of Beacon (the "City"), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 ("City"), and Common Ground Farm, Inc. ("CGF"), a New York domestic not-for-profit corporation with offices at 333 Fishkill Avenue, Beacon, NY 12508.

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

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

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

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

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

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

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

4. Operation of Market.

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

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

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

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

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

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

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

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

5. Additional Activities Permitted.

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

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

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

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

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

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

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

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

10. **Personnel and Equipment.**

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

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

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

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

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

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

11. Insurance.

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

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

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

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

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

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

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

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

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

15. **Modifications and Notices.**

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

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

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

City of Beacon

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

County of Dutchess

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

CGF

P.O. Box 148
Beacon, NY 12508

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

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

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

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

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

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

22. **Breach of Agreement.**

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

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

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

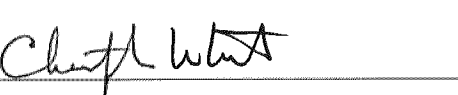
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

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

COMMON GROUND FARM, INC.

CITY OF BEACON

Signature: 

Signature: 

Name: Sember Weinman

Name: Christopher White

Title: Executive Director

Title: City Administrator

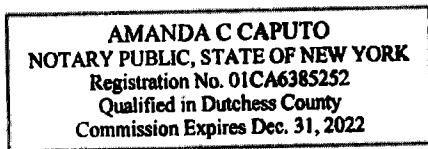
Date: 4/12/2021

Date: 4/12/2021

ACKNOWLEDGEMENTS

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

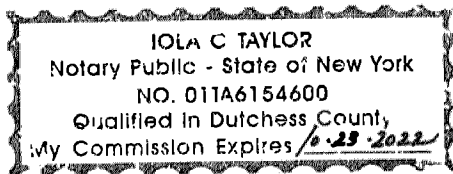
On the 12th day of April, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Sember Weinman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

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

On the 12th day of April, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Christopher White**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, and the person upon behalf of which the individual acted, executed the instrument.



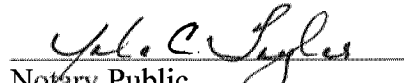

Notary Public

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

EXHIBIT B
RESERVED PARKING SPOTS IN THE
BEACON CENTER PARKING LOT

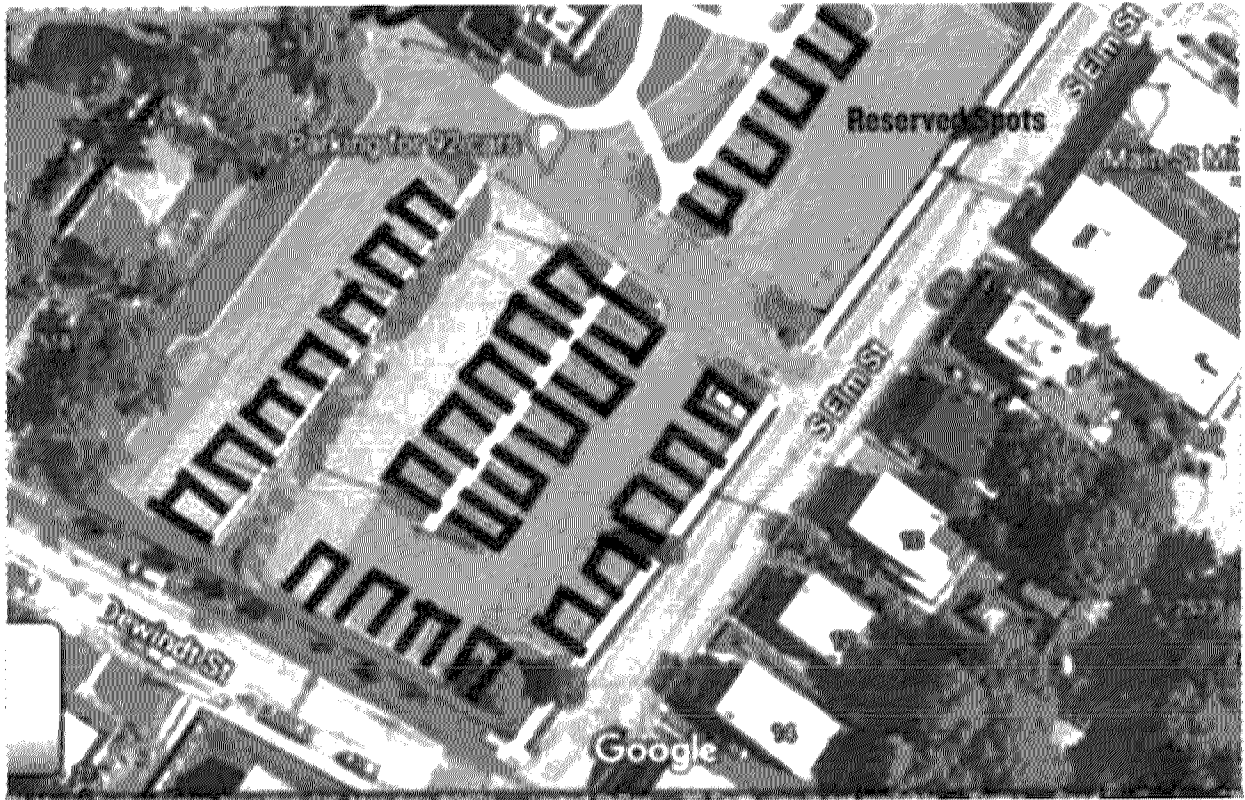


EXHIBIT C

RULES AND REGULATIONS

BEACON FARMERS MARKET VENDOR RULES

MARKET MISSION

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

Community

- To create a welcoming, vibrant and inclusive community market and gathering space that contributes to the vitality of the City of Beacon
- To offer enrichment programming related to fresh, healthy eating, farming, cooking, gardening, sustainable living and other related topics as well as showcasing Beacon art and music communities
- To provide outreach opportunities for Beacon non-profit organizations and projects which complement the mission of the farmers' market

Local Farms and Businesses

- To connect customers with local food and agricultural businesses in the mid-Hudson Valley region
- To support farmers and working farmland in the Hudson Valley and surrounding agricultural communities
- To encourage sustainable agricultural and business practices.

Food Justice

- To provide direct access to affordable, locally grown, fresh fruits and vegetables to people of all incomes and socio-economic backgrounds.
- To enable local farmers, workers, and business owners to earn their livelihood and receive fair compensation for their efforts.
- To work in partnership with the local network of food justice organizations to support and develop efforts to address hunger in our community.

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

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

1. Vendor Applications

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

BEACON FARMERS MARKET VENDOR RULES

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

2. Geographical Limits

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

3. Agricultural Merchandise

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

4. Products and Sales

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

BEACON FARMERS MARKET VENDOR RULES

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

5. Compliance

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

6. Inspection

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

7. Setup and Departure

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

BEACON FARMERS MARKET VENDOR RULES

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

8. Space Assignments

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

9. Upkeep and Waste

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

10. Conduct and Zero Tolerance

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

11. Display and Signage

BEACON FARMERS MARKET VENDOR RULES

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

12. Rents

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

13. Insurance and Indemnity Agreements

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

BEACON FARMERS MARKET VENDOR RULES

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

Details for the Additional Insured on your COI:

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

City of Beacon
1 Municipal Plaza
Beacon, NY 12508

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

14. Attendance

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

15. Market Cancellation

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

BEACON FARMERS MARKET VENDOR RULES

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

16. Enforcement and Violations

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

17. Communication

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

18. Solicitations

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

19. Pets

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

BEACON FARMERS MARKET VENDOR RULES

Manager(s) if any vendor notices such behavior.

20. Entertainment

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

21. Participation in WIC/SNAP/FMNP Programs

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

22. Amendments

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

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

Please keep a copy of the rules for your records.

EXHIBIT D
HOLD HARMLESS AND INDEMNITY
AGREEMENT

HOLD HARMLESS AND INDEMNITY AGREEMENT

For Use by Individual Vendors:

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

Signature

Name

Date

For Use by Participating Business Entities:

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

Vendor Name

By:

Agent Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRISBEE AGENCY 384B MAIN STREET CATSKILL, NY 12414	CONTACT NAME: BRYAN FRISBEE PHONE (A/C No. Ext): 518-943-3333 FAX (A/C No.): 518-943-3334 E-MAIL ADDRESS: BRYAN.FRISBEE@AMERICAN-NATIONAL.COM INSURER(S) AFFORDING COVERAGE INSURER A: FARM FAMILY INSURANCE COMPANY INC NAIC # 13803 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED COMMON GROUND FARM INC PO BOX 148 BEACON, NY 12508-0148	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		3114G1380	03/23/20	03/23/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			3114C0914	03/25/20	03/25/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			3101B2124	03/25/20	03/25/21	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER AND THE COUNTY OF DUTCHESS ARE LISTED AS ADDITIONAL INSURED AS PER TERMS OF THE REFERENCED POLICY CONTRACT.

CERTIFICATE HOLDER CITY OF BEACON 1 MUNICIPAL PLAZA BEACON, NY 12508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 010574675
COMMON GROUND FARM INC
PO BOX 148
BEACON NY 12508



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER COMMON GROUND FARM INC PO BOX 148 BEACON NY 12508		CERTIFICATE HOLDER COMMON GROUND FARM PO BOX 148 BEACON NY 12508	
POLICY NUMBER Z1314 648-5	CERTIFICATE NUMBER 756450	POLICY PERIOD 12/31/2020 TO 12/31/2021	DATE 4/9/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1314 648-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 787747520

Amendment No. 1 to the City of Beacon Farmers' Market License Agreement (COB Contract 2021-006)

This Amendment No. 1 is effective as of November 2, 2021 (the "Amendment Effective Date") and entered into by and between the City of Beacon (the "City"), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 ("City"), and Common Ground Farm, Inc. ("CGF"), a New York domestic not-for-profit corporation with offices at 333 Fishkill Avenue, Beacon, NY 12508, (each, a "Party," together, the "Parties").

WHEREAS, effective April 12, 2021, the City issued CGF a License Agreement (COB Contract No. 2021-006) (the "Agreement") to utilize the parking lot at the Beacon Center at 223 Main Street in Beacon for purposes of operating a Farmers' Market on Sundays from May to November; and

WHEREAS, based on the success of the Farmers' Market since April, the CGF has requested that it be allowed to extend the outdoor operation of the Farmers' Market year-round, which the City (as Lessee) and County of Dutchess (as Owner) agree to grant.

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

1. Paragraph 3, entitled Location of Market, is hereby amended to delete the first line of Paragraph 3 which is amended and restated to read as follows:

"CGF is authorized to operate the Farmers' Market in the Beacon Center parking lot at 223 Main Street, Beacon, New York, on Sundays year-round between the hours of 8:00 am and 4:00 pm only, including setting up and breaking down."

2. Except as expressly set forth herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 the day and year first above written.

COMMON GROUND FARM, INC.

CITY OF BEACON

Signature: _____

Signature: _____

Name: Sember Weinman

Name: Christopher White

Title: Executive Director

Title: City Administrator

Date: _____

Date: _____

City of Beacon City Council Agenda

11/01/2021

Title:

Resolution No. 146 - Authorizing the City Administrator to Sign an Extension and Amendment to an Agreement with Dutchess County for Dutchess County Public Transit's Fixed Route G Bus Service

ATTACHMENTS

Resolution No. 146 - Authorizing the City Administrator to Sign an Extension and Amendment to an Agreement with Dutchess County for Dutchess County Public Transit's Fixed Route G Bus Service

Proposed Extension and Amendment to an Agreement with Dutchess County for Dutchess County Transit's Route G

Agreement Between the City of Beacon and Dutches County for Dutchess County Transit's Route G Dated September 18, 2018



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 146 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN
EXTENSION AND AMENDMENT TO AN AGREEMENT WITH DUTCHESS COUNTY
FOR DUTCHESS COUNTY PUBLIC TRANSIT'S FIXED ROUTE G**

WHEREAS, pursuant to Resolution No.127 of 2018, the City of Beacon City Council authorized the execution of a contract dated September 18, 2018 with Dutchess County for Dutchess County Public Transit's Fixed Route G (Beacon Free Loop Bus); and

WHEREAS, based on the success of the service, the City of Beacon and Dutchess County have written a proposed extension and amendment to said agreement; and

WHEREAS, per the terms of the proposed extension and amendment, Dutchess County would continue bus service effective January 1, 2022 until December 31, 2022 and the City of Beacon would pay Dutchess County thirteen thousand three hundred ten dollars (\$13,310); and

WHEREAS, the Mayor is supportive of the proposed extension and amendment to said agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the City Council authorizes the City Administrator to sign an extension and amendment to an agreement with Dutchess County for Dutchess County Public Transit's Fixed Route G in the amount of thirteen thousand three hundred ten dollars (\$13,310) effective January 1, 2021 until December 31, 2022.

BE IT FURTHER RESOLVED, that the City Administrator may negotiate and sign any extensions of this Agreement without further City Council approval so long as the Agreement is substantially the same material terms and conditions contained therein, and subject to being approved within the City Budget and not increasing by more than ten (10%) percent from the prior Agreement and subject to review and approval by the City Attorney as to form and substance.

Resolution No. 146 of 2021			Date: <u>November 1, 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					

EXTENSION AND AMENDMENT TO
INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “County”), and the **CITY OF BEACON**, a municipality within Dutchess County, whose address is One Municipal Plaza, Suite One, Beacon, New York 12508 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the parties hereto made and entered into an agreement dated September 18, 2018 (County Contract No. 18-0464-12/19-PW), to enhance public transportation service and improve passenger convenience regarding the payment of fares within the City of Beacon, which agreement was amended and/or extended by County Contract No. 18-0464-12/19-PT-A1 dated September 27, 2019, and

WHEREAS, the parties desire to further extend and amend said agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 18-0464-12/19-PW, dated September 18, 2018, is hereby further extended and amended upon the following terms and conditions.

1. Paragraph 4 of Change Order 18-0464-12/19-PW-A1 shall be amended to provide as follows:

This Agreement may be extended for three (3) additional one (1) year terms upon such terms and conditions as the parties may agree.

2. This Extension and Amendment to Intermunicipal Agreement shall be effective January 1, 2022 and shall terminate on December 31, 2022, unless otherwise terminated as set forth herein.
3. The City of Beacon will pay Dutchess County THIRTEEN THOUSAND THREE HUNDRED TEN and 00/100 (\$13,310.00) DOLLARS for unlimited access for passengers boarding within the City of Beacon, to travel Dutchess County Public Transit’s (DCPT) Fixed Route G (annexed hereto as Exhibit A2), at the date and/or times established by, and subject to, change by DCPT. Such date and/or time changes will be made known to the City of Beacon in advance of DCPT intended date of implementation.

4. All other terms and conditions of the underlying Intermunicipal Agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

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

APPROVED AS TO FORM:

ACCEPTED : COUNTY OF DUTCHESS

County Attorney's Office

By _____
William F.X. O'Neil
Deputy County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

Department of Public Works

By _____
Lee Kyriacou, Mayor

Public Transit

Exhibit A-2

Bus Stop #	Route G - BEACON Read Down MONDAY THROUGH SATURDAY																											
206	POUGHKEEPSIE - Route 376 & CR 77 (Vassar Road)	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
207	POUGHKEEPSIE - CR 77 (Vassar Road) & Route 9	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
44	WAPPINGER - Route 9 S & Adams Fairacre Farms	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
500	FISHKILL - Intermodal Center	5:22	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:13	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
506	BEACON - Verplank Avenue & Route 9D	5:27	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:18	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
61	BEACON - W. Center Street & Teller Avenue	5:37	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:28	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
201	BEACON - Beacon Train Station (Arrive)	5:42	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:30	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
	METRO NORTH ARRIVALS AT BEACON TRAIN STATION FROM GRAND CENTRAL					7:42	8:13	9:10	10:12		11:13		12:13		1:13	2:13	3:13	4:13	4:44	5:14	5:37	6:21	6:54	7:25	7:40	8:09	8:43	
201	BEACON - Beacon Train Station (Depart)	6:00	6:26	6:52	7:20	7:48	8:40	9:15	10:25	10:50	11:18	11:45	12:10	12:30	1:10	1:40	2:10	3:35	4:15	4:42	5:15	5:42	6:27	7:00	7:30	7:56	8:22	8:48
202	BEACON - DIA	6:02	6:28	6:54	7:22	7:50	8:42	9:17	10:27	10:52	11:20	11:47	12:12	12:32	1:12	1:42	2:12	3:37	4:17	4:44	5:17	5:44	6:29	7:02	7:32	7:58	8:24	8:50
59	BEACON - Route 9D & Main Street	6:04	6:30	6:56	7:24	7:52	8:44	9:19	10:29	10:54	11:22	11:49	12:14	12:34	1:14	1:44	2:14	3:39	4:19	4:46	5:19	5:46	6:31	7:04	7:34	8:00	8:26	8:52
71	BEACON - Main Street & Cliff Street	6:06	6:32	6:58	7:26	7:54	8:46	9:21	10:31	10:56	11:24	11:51	12:16	12:36	1:16	1:46	2:16	3:41	4:21	4:48	5:21	5:48	6:33	7:06	7:36	8:02	8:28	8:54
200	BEACON - Main Street & Veterans Place	6:08	6:34	7:00	7:28	7:56	8:48	9:23	10:33	10:58	11:26	11:53	12:18	12:38	1:18	1:48	2:18	3:43	4:21	4:50	5:23	5:50	6:35	7:08	7:38	8:04	8:30	8:56
203	BEACON - Beacon Theater	6:09	6:35	7:01	7:29	7:57	8:49	9:24	10:34	10:59	11:27	11:54	12:19	12:41	1:21	1:51	2:21	3:46	4:24	4:51	5:24	5:51	6:36	7:09	7:39	8:05	8:31	8:57
213	BEACON - Tioranda Avenue & Route 9D (Wolcott Avenue)	6:10	6:36	7:02	7:30	7:58	8:53	9:25	10:35	11:00	11:28	11:55	12:20	12:42	1:22	1:52	2:22	3:49	4:27	4:52	5:25	5:52	6:37	7:10	7:40	8:06	8:32	8:58
212	BEACON - Route 9D (Wolcott Avenue) & Howland Avenue (Mount Beacon)	6:12	6:38	7:04	7:32	8:00	8:55	9:25	10:37	11:02	11:30	11:57	12:22	12:44	1:24	1:54	2:24	3:51	4:29	4:54	5:27	5:54	6:39	7:13	7:43	8:09	8:35	9:01
211	BEACON - Howland Avenue & East Main Street (Mount Beacon)	6:15	6:41	7:07	7:35	8:03	8:58	9:28	10:40	11:05	11:33	12:00	12:25	12:47	1:27	1:57	2:27	3:54	4:32	4:57	5:30	5:57	6:42	7:16	7:46	8:12	8:38	9:04
205	BEACON - East Main Street & Main Street	6:16	6:42	7:08	7:36	8:04	8:59	9:29	10:41	11:06	11:34	12:01	12:26	12:48	1:28	1:58	2:28	3:55	4:33	4:58	5:31	5:58	6:43	7:17	7:47	8:13	8:39	9:05
204	BEACON - Main Street & Route 52 (Fishkill Avenue)	6:17	6:43	7:09	7:37	8:05	9:00	9:30	10:42	11:07	11:35	12:02	12:27	12:49	1:29	1:59	2:29	3:56	4:34	4:59	5:32	5:59	6:44	7:18	7:48	8:14	8:40	9:06
61	BEACON - W. Center Street & Teller Avenue	6:19	6:45	7:11	7:39	8:07	9:02	9:32	10:44	11:09	11:37	12:04	12:29	12:51	1:31	2:01	2:31	3:58	4:36	5:01	5:34	6:01	6:46	7:20	7:50	8:16	8:42	9:08
70	BEACON - Forrestal Heights	6:21	6:47	7:13	7:41	8:09	9:04	9:34	10:46	11:11	11:39	12:06	12:31	12:53	1:33	2:03	2:33	4:00	4:38	5:03	5:36	6:03	6:48	7:22	7:52	8:18	8:44	9:10
209	BEACON - Beacon Street & Wolcott Avenue	6:22	6:48	7:14	7:42	8:10	9:05	9:35	10:47	11:12	11:40	12:07	12:32	12:54	1:34	2:04	2:34	4:01	4:39	5:04	5:37	6:04	6:49	7:23	7:53	8:19	8:45	9:11
201	BEACON - Beacon Train Station (Arrive)	6:25	6:51	7:17	7:45	8:13	9:08	9:38	10:50	11:15	11:43	12:10	12:35	12:57	1:37	2:07	2:37	4:04	4:42	5:07	5:40	6:07	6:52	7:26	7:56	8:22	8:48	9:14
	METRO NORTH DEPARTS BEACON TRAIN STATION FOR GRAND CENTRAL	6:31	6:57	7:20	7:50	8:19	9:12	10:02	11:02		12:02		1:02		2:02		3:07	4:11	4:51	5:09	5:51	6:11	7:13		8:11		9:07	
201	BEACON - Beacon Train Station (Depart)	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:35	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:14
208	BEACON - Route 9D (Wolcott Avenue) & Jordan Road	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:38	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:17
210	BEACON - Teller Avenue & Fowler Street	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:40	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:19
194	BEACON - Teller Avenue & Main Street	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:41	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:20
188	FISHKILL - Main Street & Route 9	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:50	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:29
44	WAPPINGER - Route 9 N & Adams Fairacre Farms	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	12:58	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:33
215	POUGHKEEPSIE - Route 9 N & CR 77 (Vassar Road)	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	1:10	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:47
214	POUGHKEEPSIE - CR 77 (Vassar Road) & Route 376	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	1:16	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	9:53

..... No Service AM = Light PM = Bold

MARCUS J. MOLINARO
COUNTY EXECUTIVE

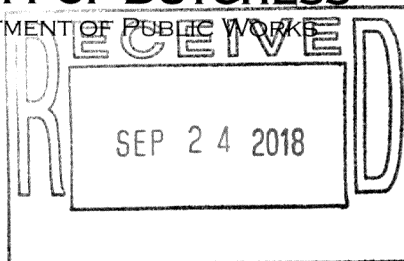


ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS



September 20, 2018

City of Beacon
Attn: Randy Casale
One Municipal Plaza, Suite One
Beacon, NY 12503

Re: **COUNTY W/CAMP DRESSER MCKEE & SMITH (CDM SMITH)**
FILE NO. 13999 AGREEMENT NO. 18-0464/12/19-PW
PASSENGER BOARDING WITHIN THE BOUNDARIES OF THE CITY OF
BEACON TO TRAVEL DUTCHESS COUNTY PUBLIC TRANSIT'S (DCPT)
FIXED ROUTE 9G

Dear Mr.Casale:

Attached is one fully executed document of the above subject Agreement for your files. If you have any questions relative to the Agreement, please do not hesitate to contact me at (845) 486-2924.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rosanne M. Pinto".

Rosanne M. Pinto
Contract Specialist

Enc.



INTER-MUNICIPAL AGREEMENT
BETWEEN THE COUNTY OF DUTCHESS AND CITY OF BEACON

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York, 12601 (hereinafter referred to as the "COUNTY") and the City of Beacon, a municipality within Dutchess County, whose address is One Municipal Plaza, Suite One, Beacon New York 12503, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, Article IX (Local Governments) of the New York State Constitution, and Article 5-G Section 119-o of the General Municipal Law of the State of New York authorize municipalities of the State of New York to enter into inter-municipal agreements for the performance of cooperative activities, and

WHEREAS, Section 5307 of Title 49, United States Code, provides federal assistance for public transportation in urbanized areas, to be administered by the Federal Transportation Administration; and

WHEREAS, the County presently operates a public transit system, consisting of, among other things, fixed routes through Dutchess County, including ingress and egress to the Municipality, and

WHEREAS, the County and the Municipality desire to enhance public transportation service and improve passenger convenience regarding the payment of fares, and

WHEREAS, in lieu of passengers, boarding only within the City of Beacon, riding the Route G for free (no fares), per the routes described in Attachment "A" entitled "Route Description".

1. SERVICE TO BE PROVIDED:

This agreement will allow for unlimited access for any potential passenger boarding within the boundaries of the City of Beacon to travel Dutchess County Public Transit's (DCPT) fixed Route G at the date and/or times as established by, and subject to, change by DCPT. Such date and/or time changes will be made known to the Municipality in advance of DCPT intended date of implementation.

2. TERM OF AGREEMENT:

This Agreement shall be effective August 15, 2018 through 12/31/19, unless terminated as set forth herein.

3. EXTENSION:

This Agreement may be extended for three (3) additional one (1) year terms, upon such terms and conditions as the parties may agree.

4. PAYMENT:

The City of Beacon will pay Dutchess County \$5,000.00 (FIVE THOUSAND and 00/100 DOLLARS) in 2018 and \$11,000.00 (ELEVEN THOUSAND and 00/100 DOLLARS) IN 2019 at the following schedule:

- (a) 2018 - \$5,000 lump sum fee due and payable no later than 10/1/2018.
- (b) 2019 - \$11,000 lump sum fee due and payable no later than 5/1/2019.

Future extensions will be negotiated on a yearly basis.

5. NON-DISCRIMINATION:

The County will not refuse to provide said bus service to any person because of age, race, color, creed, sex, national origin, disability or marital status.

6. TERMINATION:

Either party may terminate this Agreement by providing written notice to the other party no later than December 1st of any given year.

7. NOTICE:

Written notices shall be sent to the parties as follows:

City of Beacon
Attn: Randy Casale, Mayor
One Municipal Plaza, Suite One
Beacon NY 12503

Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

Dutchess County Public Transit Administrator
14 Commerce Street
Poughkeepsie, NY 12603

8. ENTIRE AGREEMENT:

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of the Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.



**CITY OF BEACON
CITY COUNCIL**

Resolution No. 127 of 2018

**RESOLUTION AUTHORIZING THE MAYOR OR CITY ADMINISTRATOR TO
SIGN AN AGREEMENT WITH DUTCHESS COUNTY FOR BUS SERVICE**

WHEREAS, Dutchess County presently operates a public transit system consisting of, among other things, fixed routes through Dutchess County, including ingress and egress to the Municipality, and

WHEREAS, the City of Beacon and Dutchess County desire to enhance public transportation service and improve passenger convenience regarding the payment of fares,

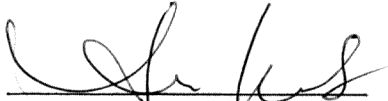
NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor and/or City Administrator to sign the Agreement for said purpose, along with all documents as may be necessary for the recording of such Agreement, subject to review and approval by the City Attorney.

Resolution No. <u>127</u> of 2018			Date: <u>August 6, 2018</u>				
☐ Amendments						☐ 2/3 Required.	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
x		Terry Nelson	x				
	x	Jodi McCredo	x				
		George Mansfield	x				
		Lee Kyriacou	x				
		John Rembert	x				
		Amber Grant					x
		Mayor Randy J. Casale	x				
		Motion Carried	x				

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of September, 2018.

APPROVED AS TO FORM

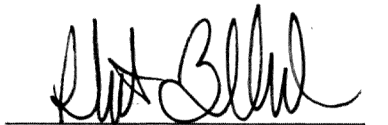
ACCEPTED: COUNTY OF DUTCHESS


County Attorney's Office


Marcus J. Molinaro, County Executive
William F.X. O'Neil
Deputy County Executive

APPROVED AS TO CONTENT:

ACCEPTED: CITY OF BEACON


Robert H. Balkind, PE, Commissioner
Department of Public Works

BY: Randy Casale
Print Name: Randy Casale
Print Title: Mayor

For use by Public Transit

Initials

#18-0464-12/19-PW
9/18/18

City of Beacon City Council Agenda
11/01/2021

Title:

City Council Meeting Minutes October 18, 2021

ATTACHMENTS

[City Council Meeting Minutes October 18, 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 can be found at <https://vimeo.com/635895102>. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling 845 838 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

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

Councilmembers Absent

Also Present:

Chris White, City Administrator
Nick Ward-Willis, City Attorney

Public Hearing

Continuation of a Public Hearing from September 20, 2021 to Consider an Amendment to the Official Map to Remove, Abandon and Discontinue the Unimproved Paper Streets Known as Morse Street, Ryans Avenue and Be Vier Avenue

- Motion to close the public hearing by Councilmember Aymar-Blair
- Second by Councilmember Mansfield
- Motion passes 7 – 0

Reports: City Council and City Administrator

Local Laws and Resolutions

1. Resolution No. 134 - Approving an Amendment to 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 Rhodes
 - Motion passes 7 – 0
2. Resolution No. 135 - Setting a Public Hearing for November 1, 2021 for the Fiscal Year 2022 Dutchess County Community Development Block Grant Program Application
- Motion to pass the resolution by Councilmember Mansfield
 - Second by Councilmember Grant
 - Motion passes 7 - 0
3. Resolution No. 136 - Setting a Public Hearing for November 15, 2021 for the Proposed City of Beacon 2022 Budget
- Motion to pass the resolution by Councilmember McCredo
 - Second by Councilmember Aymar-Blair
 - Motion passes 7 – 0
4. Resolution No. 137 - Designating Camp Loop Road
- Motion to pass the resolution by Councilmember Nelson
 - Second by Councilmember Aymar-Blair
 - Motion passes 7 – 0
5. Resolution No. 138 - Authorizing the City Administrator to Sign an Agreement (COB Contract No. 2021 - 036) with MidHudson Regional Hospital of Westchester Medical Center for Employee Assistance Services
- Motion to pass the resolution by Councilmember Grant
 - Second by Councilmember Aymar-Blair
 - Motion passes 7 - 0

Approval of Minutes

City Council Meeting Minutes October 4, 2021

- Motion to approve the Minutes by Councilmember Grant
- Second by Councilmember McCredo
- Motion passes 7 – 0

Executive Session

- Motion to enter Executive Session by Councilmember McCredo
- Second by Councilmember Mansfield
- Motion passes 7 – 0

Adjournment

- Motion to adjourn the City Council Meeting by Councilmember McCredo
- Second by Councilmember Grant
- Motion passes 7 – 0