



**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

**December 20, 2021
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

[Notice of Meeting Location December 20, 2021](#)

Public Hearings

[Public Hearing for a Proposed Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections](#)

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 157 - Adopting a Proposed Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections](#)
2. [Resolution No. 158 - Appointing Kristopher Phillips as Police Sergeant](#)
3. [Resolution No. 159 - Authorizing Amendments to the City of Beacon 2021 General Fund Budget](#)
4. [Resolution No. 160 - Ratifying an Agreement with the Civil Service Employees Association, Local 1000](#)
5. [Resolution No. 161 - Authorizing the City Administrator to Sign an Agreement with Hudson River Sloop Clearwater, Inc. for Use and Occupancy of the White House at the Settlement Camp](#)
6. [Resolution No. 162 - Authorizing the City Administrator to Sign an Agreement with Ambulnz NY2, LLC for Ambulance Transport Services](#)
7. [Resolution No. 163 - Authorizing the City Administrator to Sign an Agreement with Beacon Volunteer Ambulance Corps, Inc. for Ambulance Transport Services](#)

8. Resolution No. 164 - Regarding Tax Certiorari Settlement - Mtr. of Allied Waste/Fishkill Avenue Beacon LLC v. Assessor of the City of Beacon, et al. (Sup. Ct. Dutchess co. Index nos. 52587/19, et seq.) Settlement of 2019-2021 Tax Certiorari Proceeding
9. Resolution No. 165 - Authorizing the City Administrator to Sign a Grant Agreement with Compass Arts Creativity Project, Inc. for ADA Accessibility Infrastructure at 333 Fishkill Avenue
10. Resolution No. 166 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 139-141 Main Street
11. Resolution No. 167 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 142 Main Street
12. Resolution No. 168 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 150 Main Street
13. Resolution No. 169 - Authorizing the City Administrator to Sign a Grant Agreement with The Hose Company, LLC for Facade Improvements at 162 Main Street
14. Resolution No. 170 - Authorizing the City Administrator to Sign a Grant Agreement with 478 Main Street, LLC for Facade Improvements at 478-482 Main Street
15. Resolution No. 171 - Postponing a Public Hearing for a Proposed Local Law To Amend Chapter 223, Section 24.1 And Section 14 And Chapter 223 Attachment 1, Attachment 2 And Attachment 3 Concerning Accessory Apartments

Approval of Minutes

1. City Council Meeting Minutes December 6, 2021

2nd Opportunity for Public Comments

Adjournment

**City of Beacon City Council Agenda
12/20/2021**

Title:

Notice of Meeting Location December 20, 2021

ATTACHMENTS

[Notice of Meeting Location December 20, 2021](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of December 20, 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 December 20, 2021 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
12/20/2021

Title:

Public Hearing for a Proposed Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections

ATTACHMENTS

Memorandum to the City of Beacon City Council from the Parking and Traffic Safety Committee
November 29, 2021

Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections



CITY OF BEACON New York

PARKING AND TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

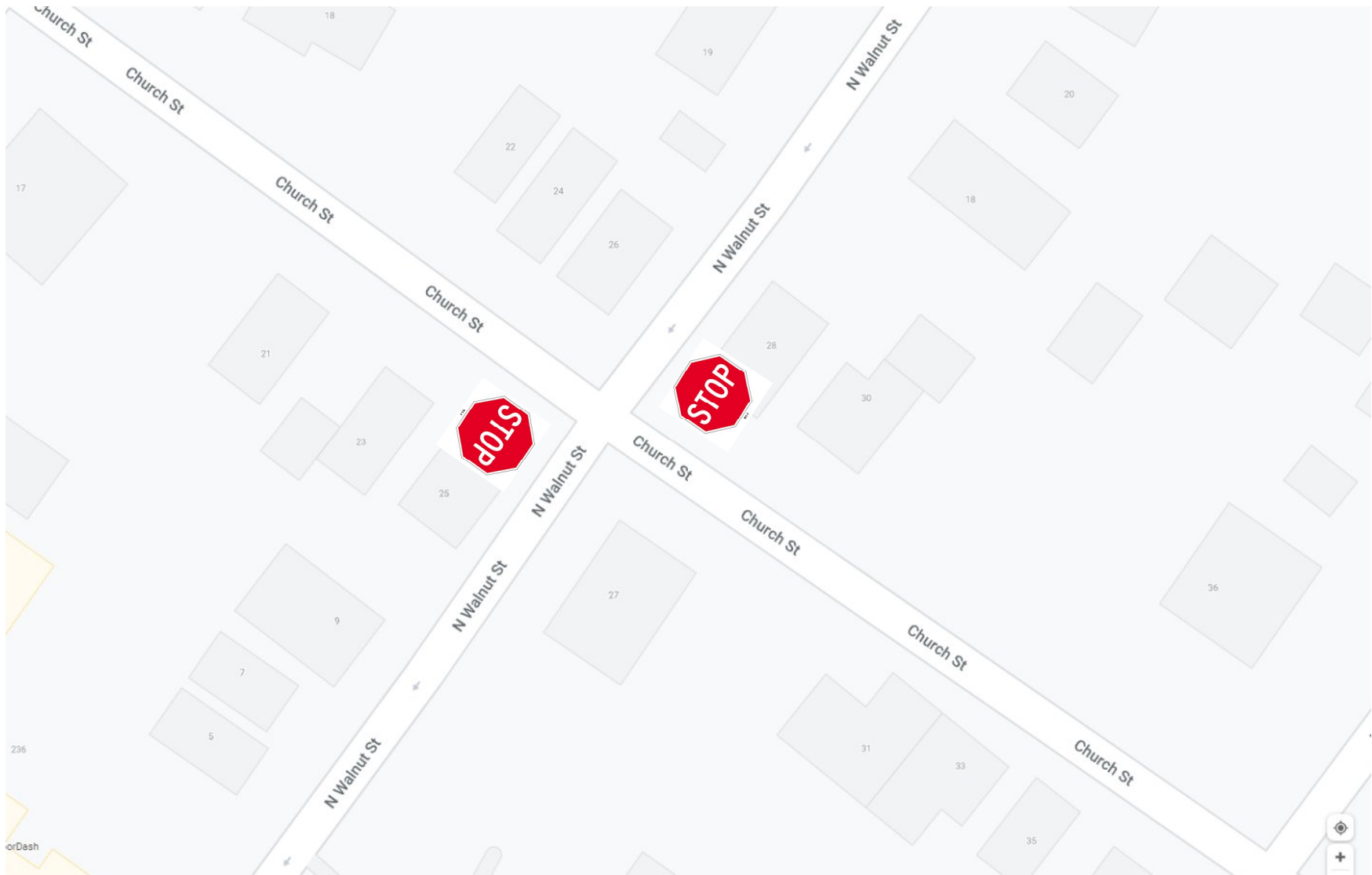
TO: Mayor Kyriacou and City Council

FROM: Matthew Dubetsky, Parking and Traffic Safety Committee Chair

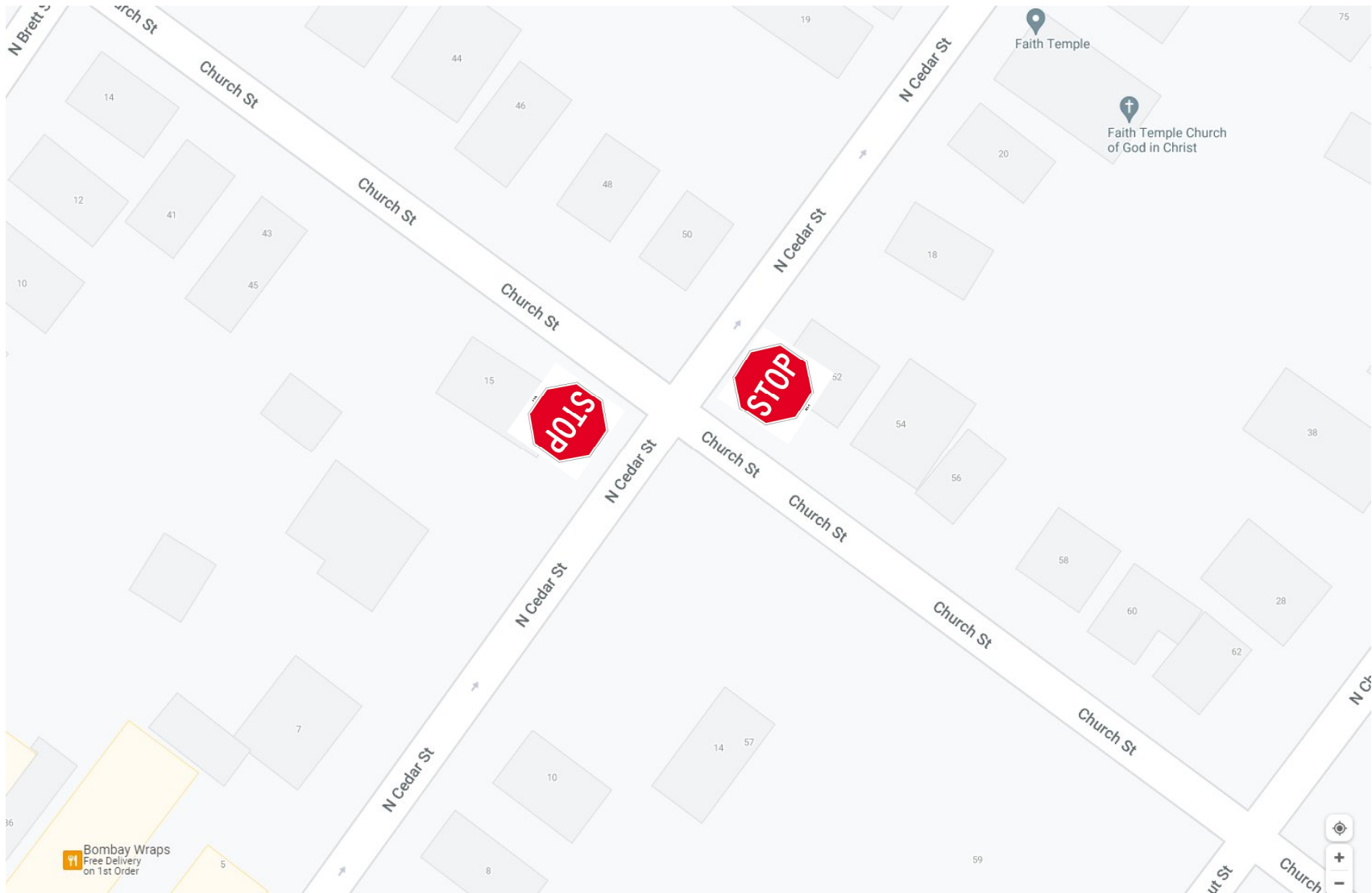
RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic

DATE: November 29, 2021

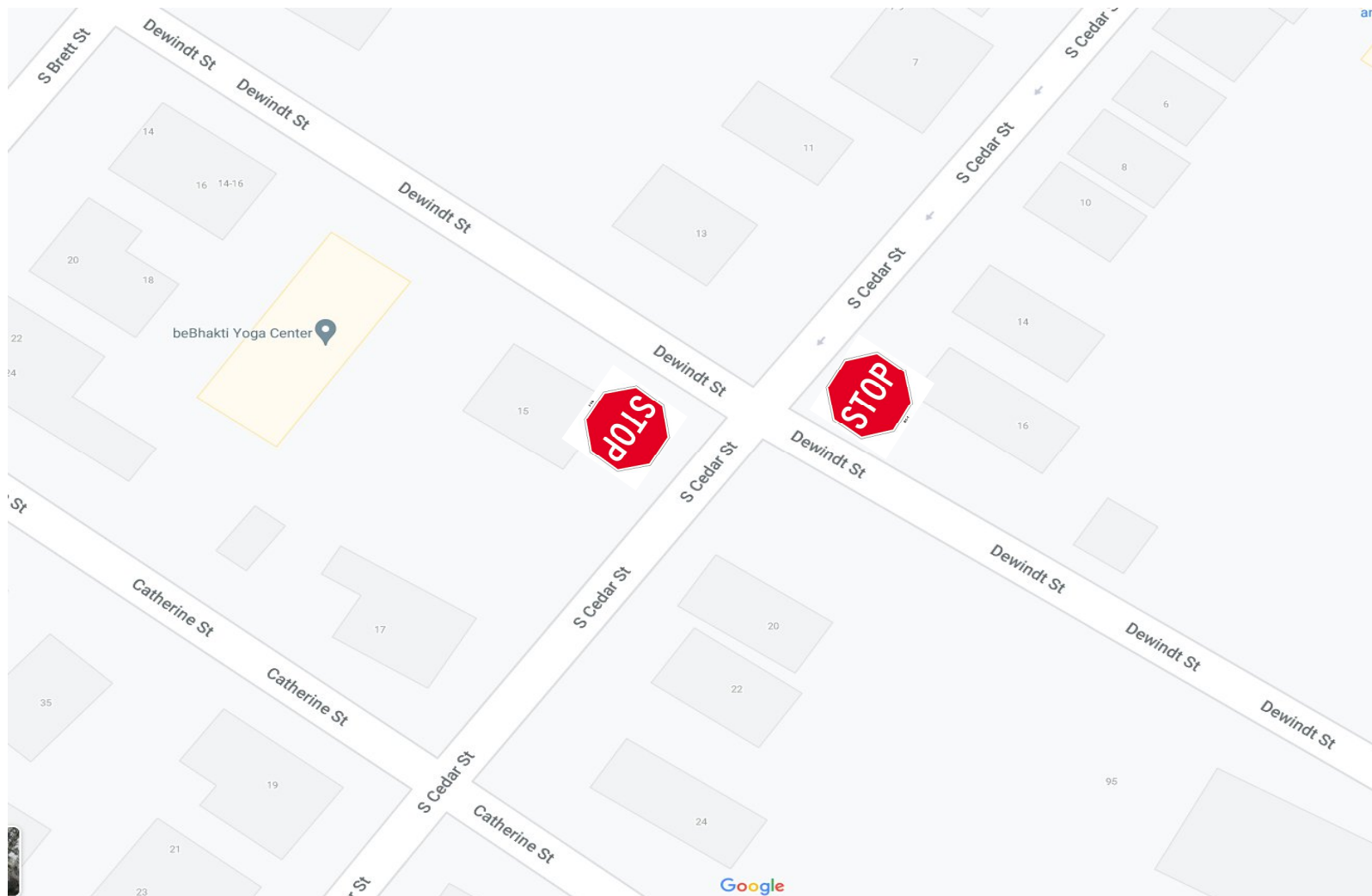
The Parking and Traffic and Safety Committee reviewed a number of Traffic and Safety related issues and make the following recommendations to the City Council.



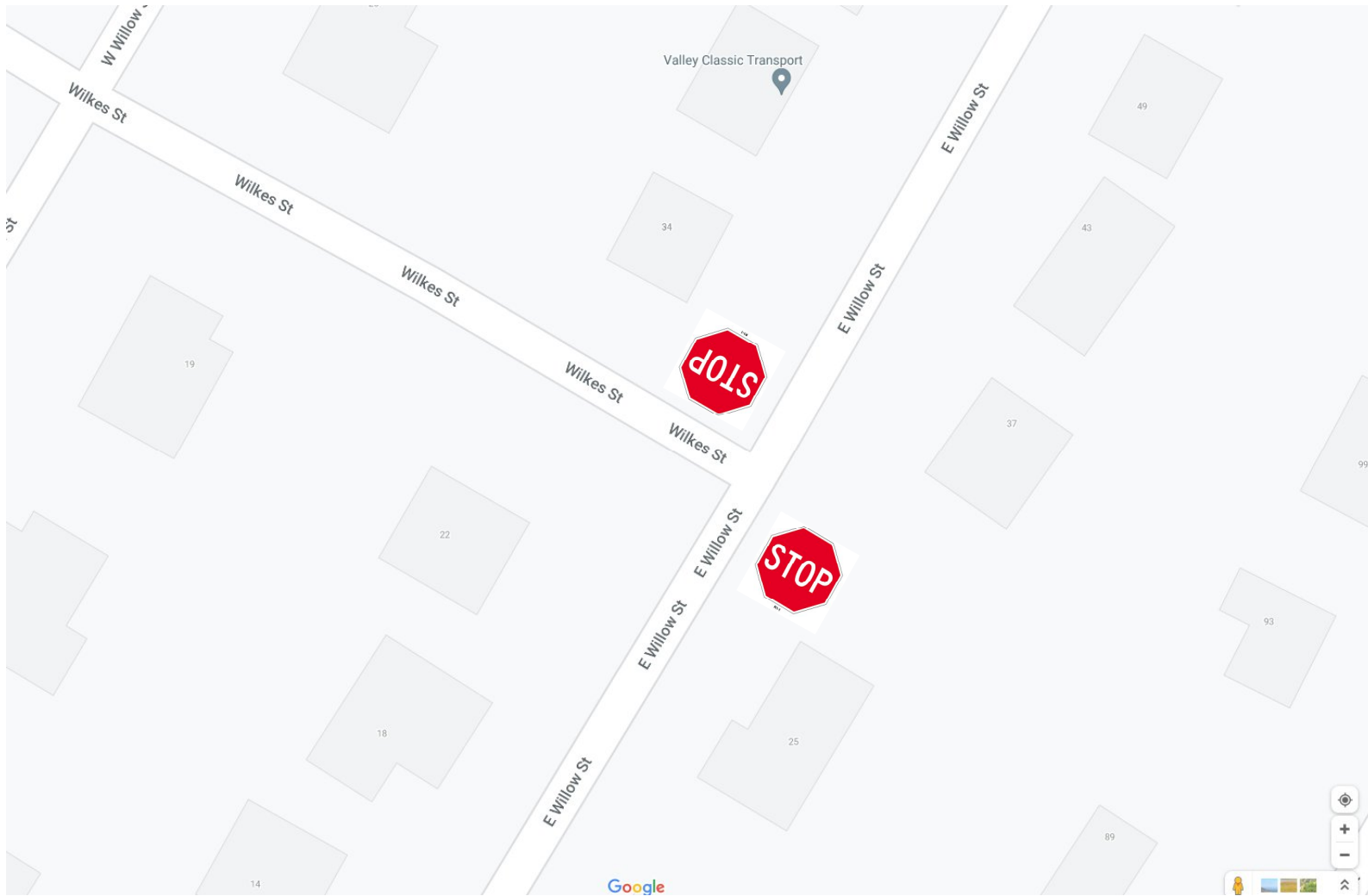
1. Install stop signs on Church Street on the east and west side of the intersection with North Walnut Street.



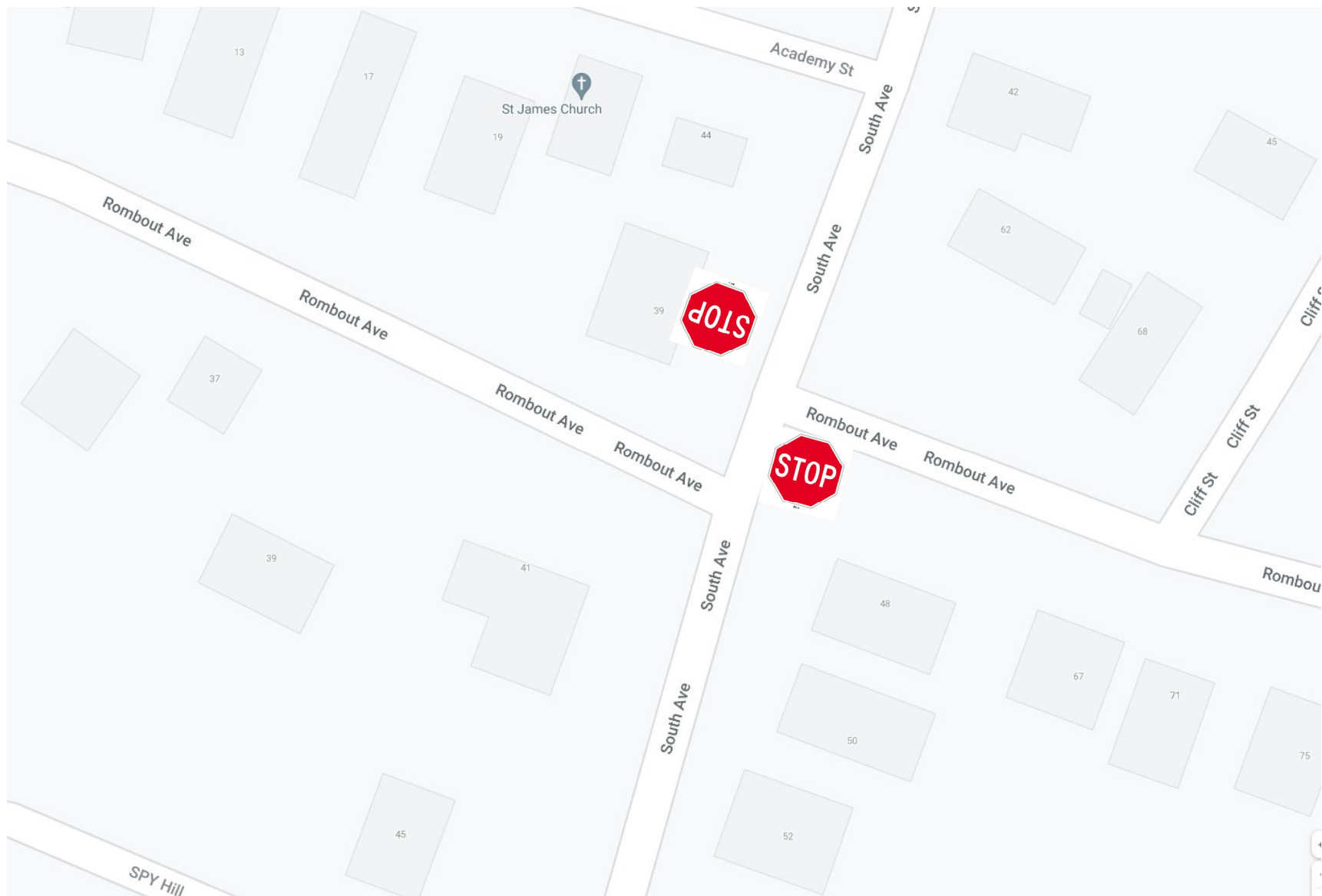
2. Install stop signs Church Street on the east and west side of the intersection with North Cedar Street.



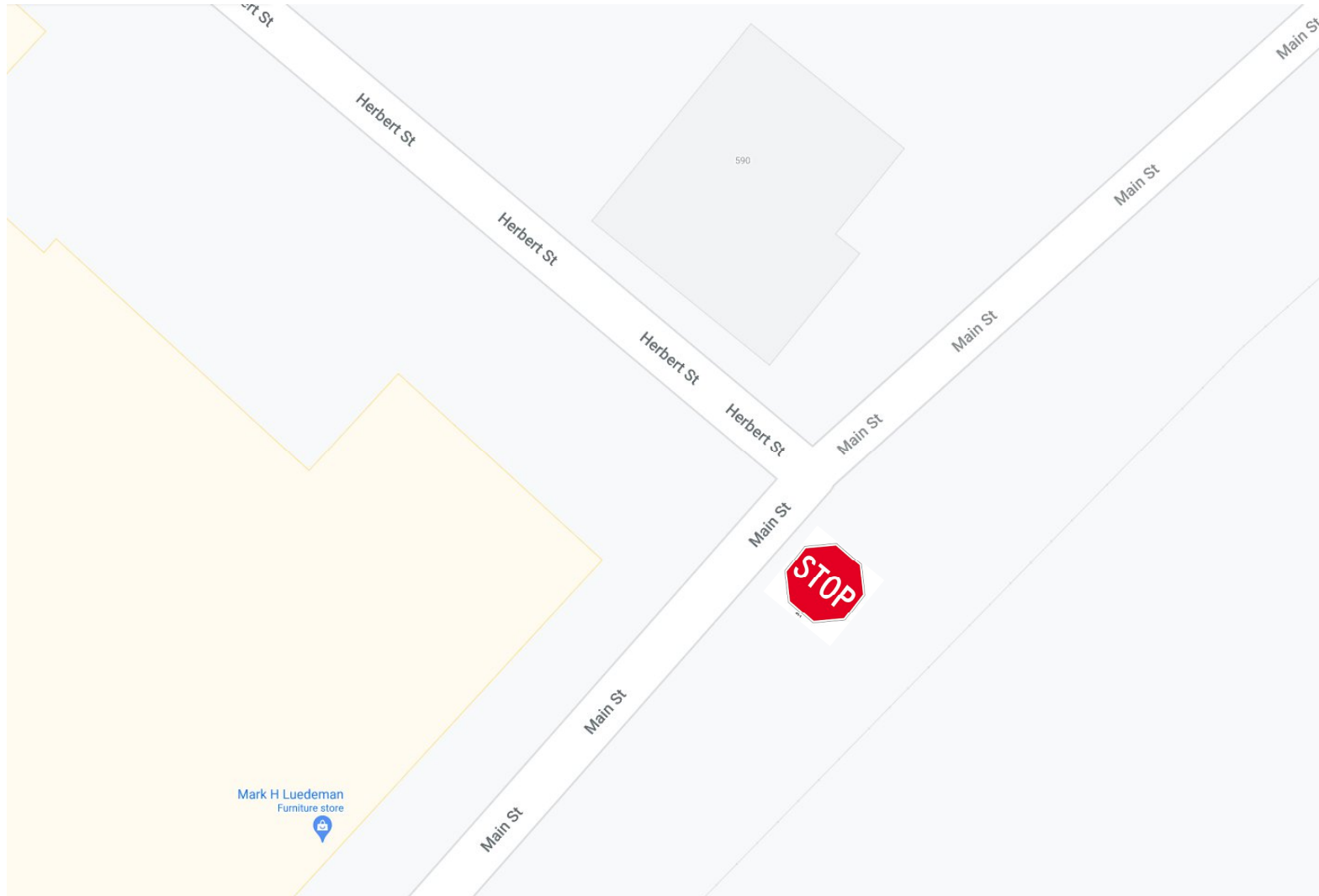
3. Install stop signs on Dewindt Street on the east and west side of the intersection with South Cedar Street.



4. Install stop signs on East Willow Street on the north and south side of the intersection with Wilkes Street.



5. Install two stop signs on South Avenue on the north and south side of eastern portion of Rombout Avenue.



6. Install a stop sign on Main Street at the intersection with Herbert Street.

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW TO AMEND CHAPTER 211, ARTICLE II, SECTION 10,
SUBSECTION B OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon concerning stops signs.

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

Section 1. Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon is hereby amended to install stop signs on Church Street, Dewindt Street, East Willow Street, Main Street and South Avenue as follows:

§ 211-10. Stop intersections.

...

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

Stop Sign on	Direction of Travel	At intersection of
<u>Church Street</u>	<u>Both</u>	<u>North Cedar Street</u>
<u>Church Street</u>	<u>Both</u>	<u>North Walnut Street</u>
<u>Dewindt Street</u>	<u>Both</u>	<u>South Cedar Street</u>
<u>East Willow Street</u>	<u>Both</u>	<u>Wilkes Street</u>
<u>Main Street</u>	<u>Northeast</u>	<u>Herbert Street</u>
<u>South Avenue</u>	<u>Both</u>	<u>Eastern Leg of Rombout Avenue</u>

Section 2. Ratification, Readoption and Confirmation

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

Section 3. Numbering for Codification

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

Section 4. Severability.

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

Section 5. Effective date.

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

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 157 - Adopting a Proposed Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections

ATTACHMENTS

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

Memorandum to the City of Beacon City Council from the Parking and Traffic Safety Committee
November 29, 2021

Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 157 OF 2021

**RESOLUTION ADOPTING A PROPOSED LOCAL LAW TO AMEND CHAPTER 211 OF
THE CODE OF THE CITY OF BEACON REGARDING VEHICLES AND TRAFFIC**

BE IT RESOLVED, that the City of Beacon City Council hereby adopts a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Regarding Vehicles and Traffic.

Resolution No. <u>157</u> of 2021			Date: <u>December 20, 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 New York

PARKING AND TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

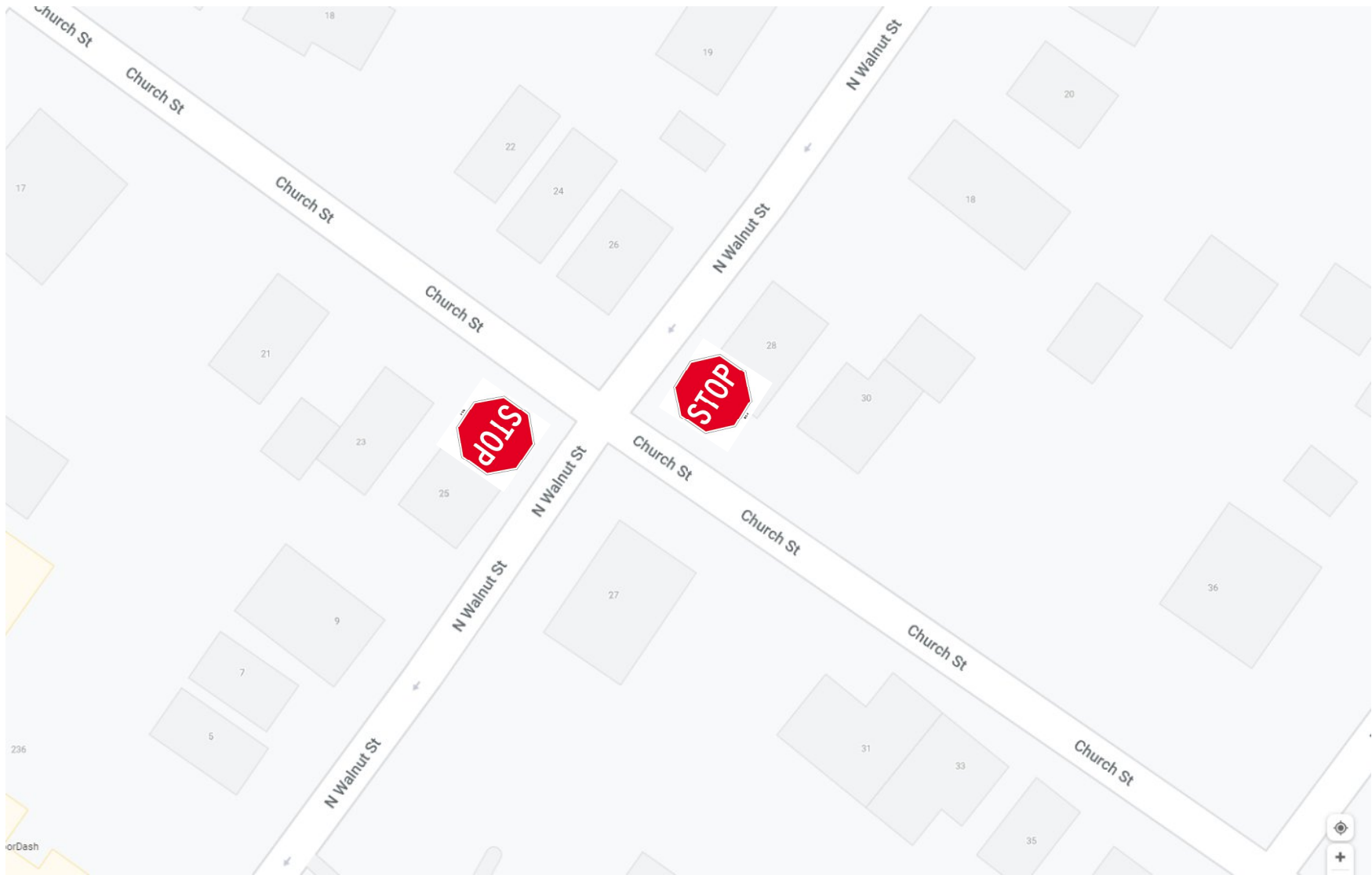
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FROM: Matthew Dubetsky, Parking and Traffic Safety Committee Chair

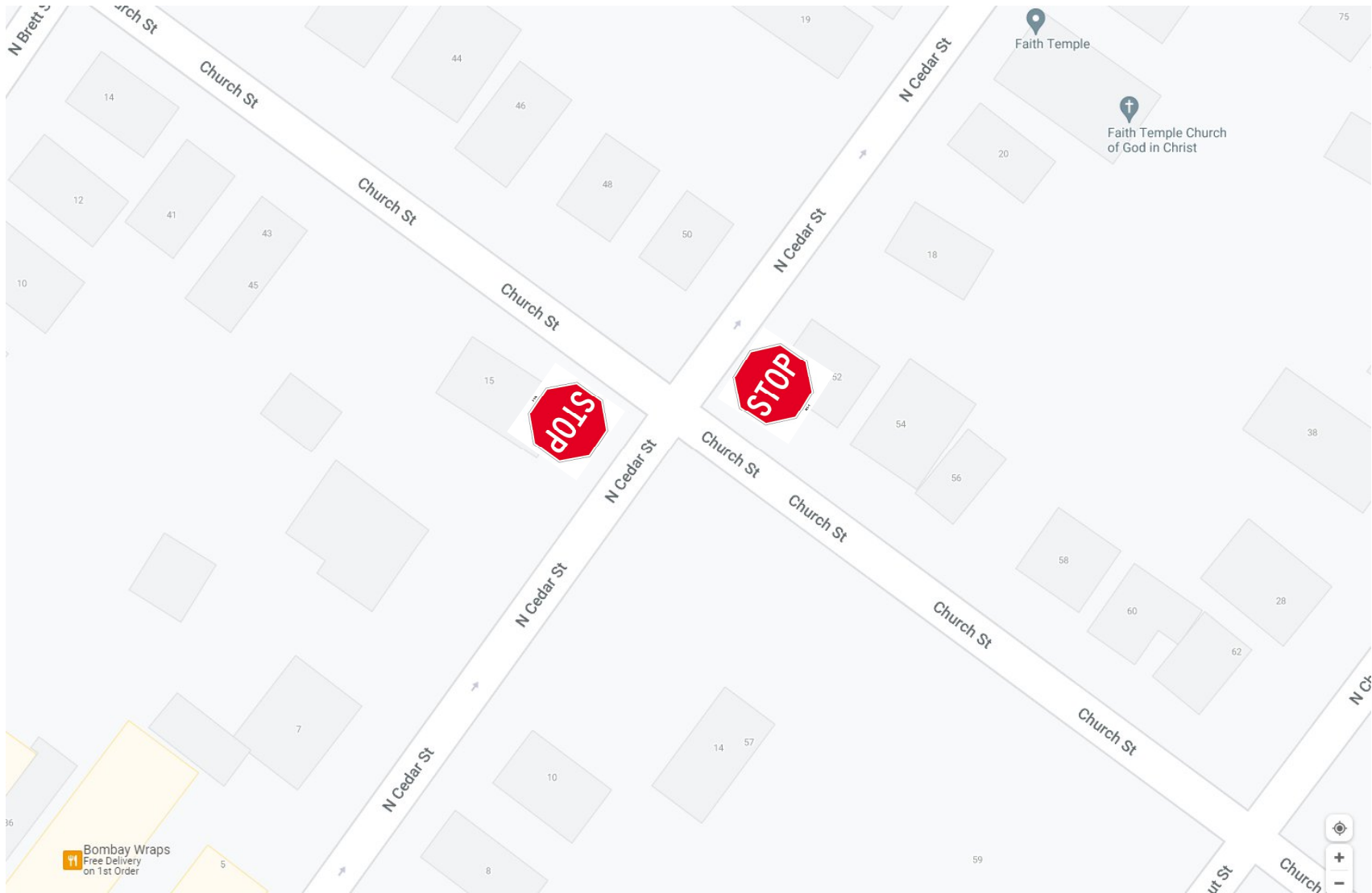
RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic

DATE: November 29, 2021

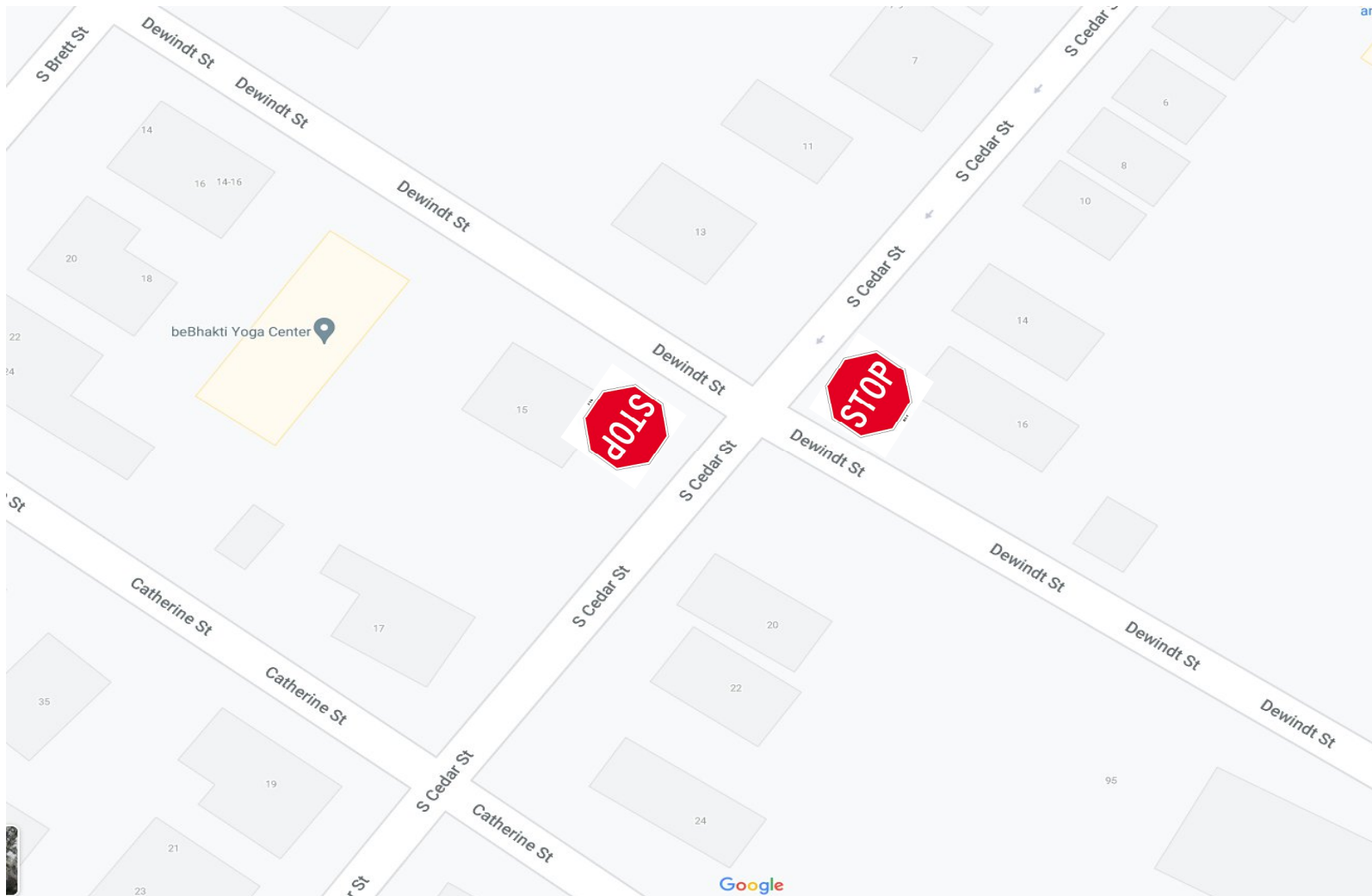
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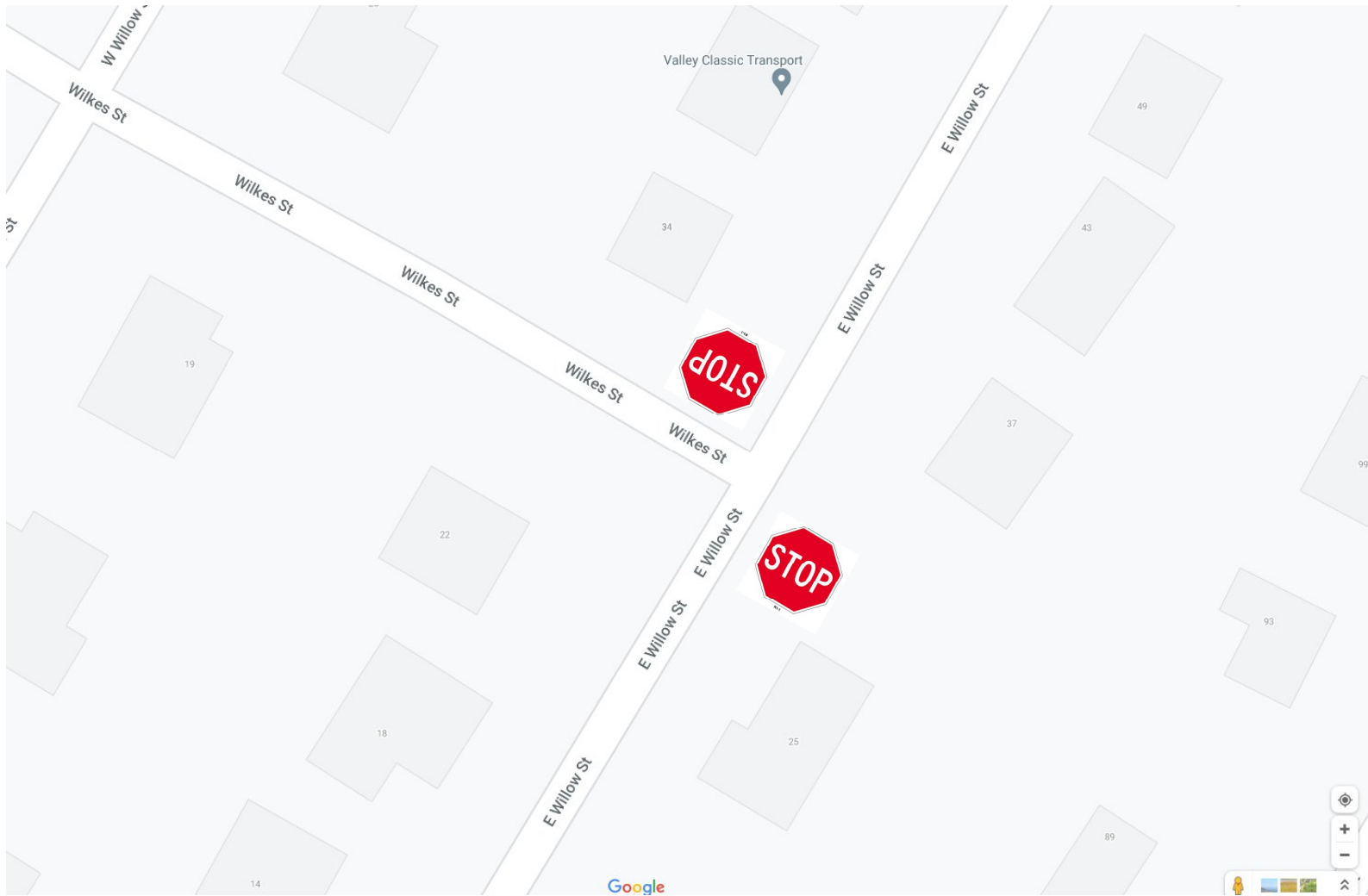
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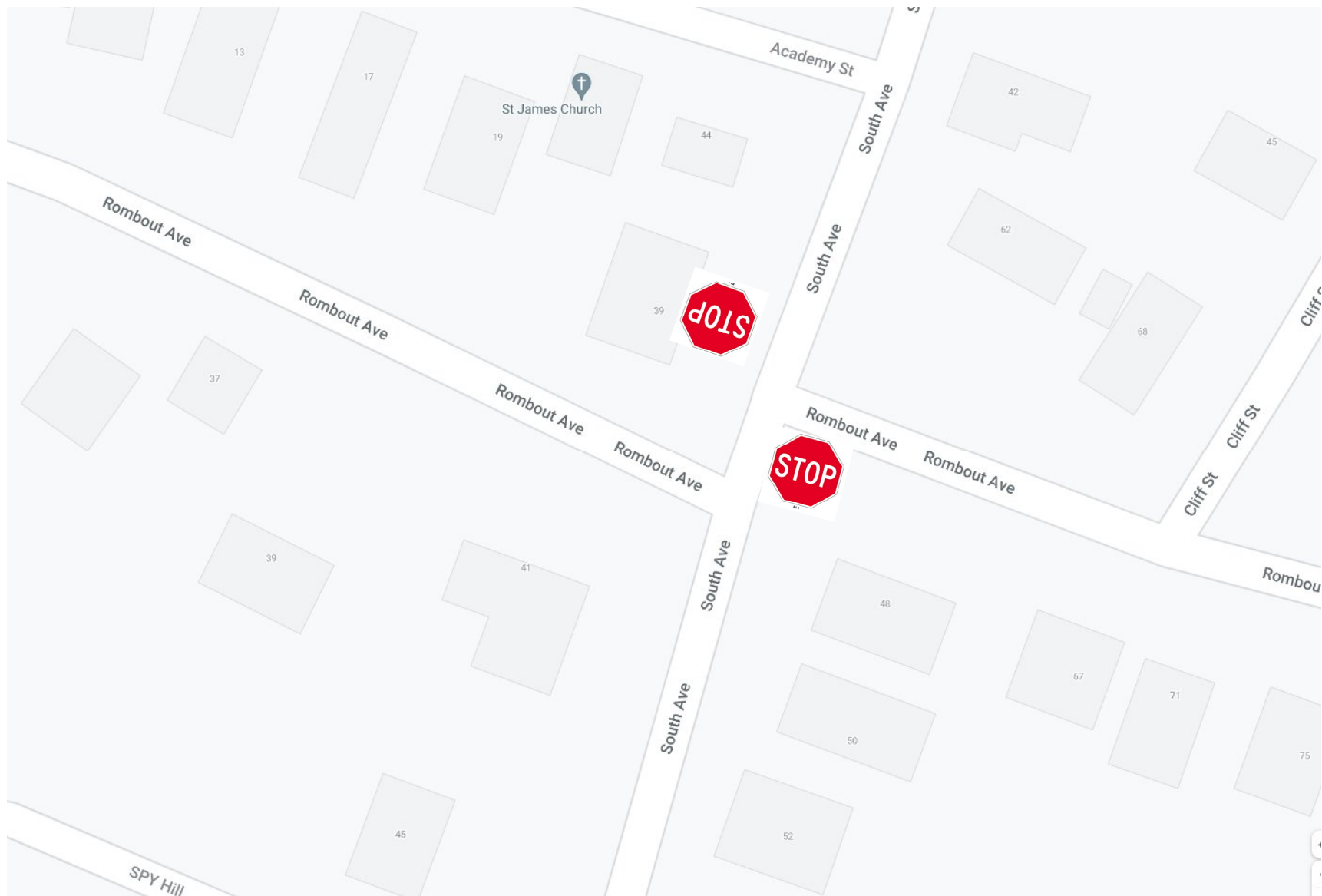
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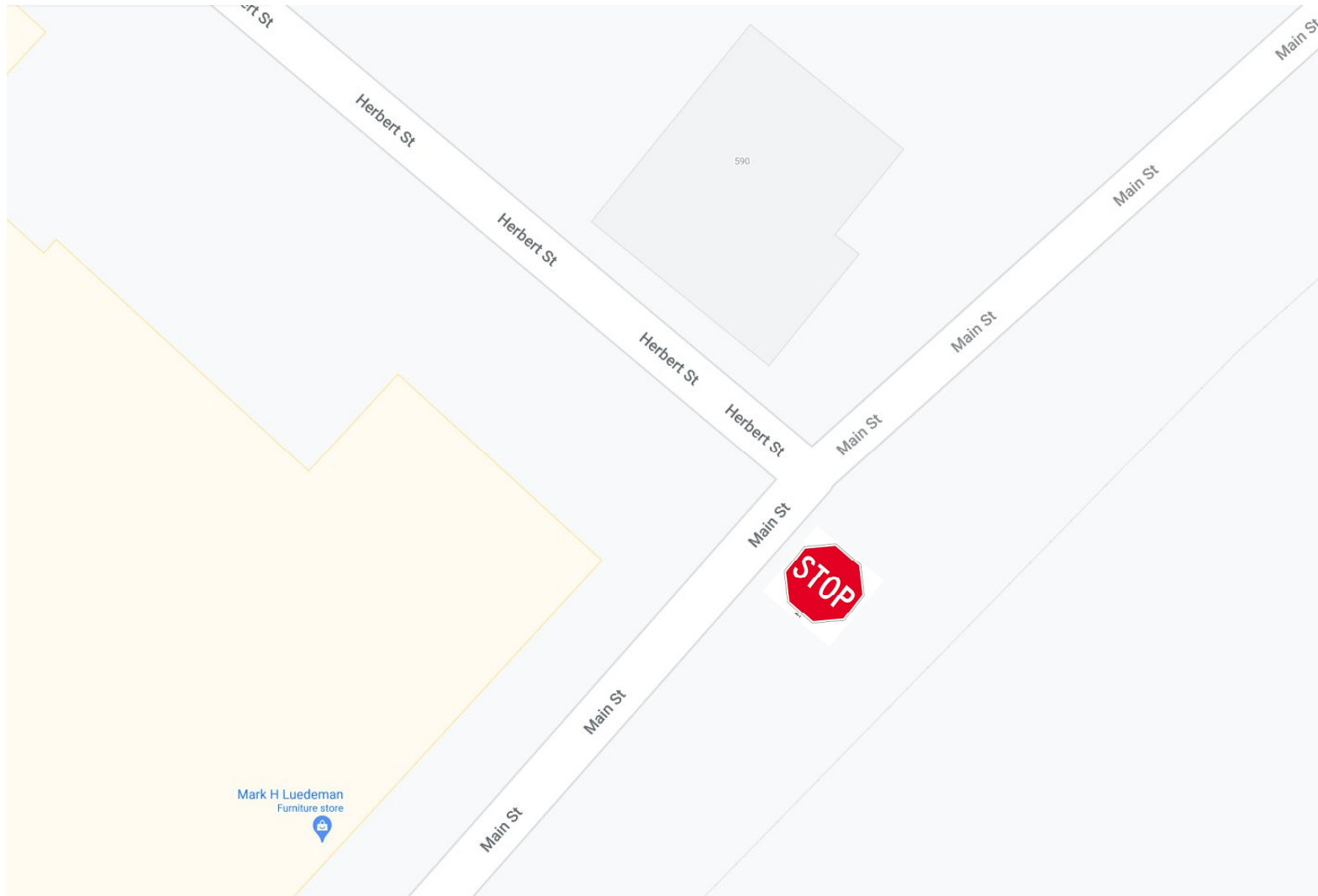
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**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW TO AMEND CHAPTER 211, ARTICLE II, SECTION 10,
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Section 5. Effective date.

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

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 158 - Appointing Kristopher Phillips as Police Sergeant

ATTACHMENTS

[Resolution No. 158 - Appointing Kristopher Phillips as Police Sergeant](#)

[Memorandum from the Chief of Police to the City Council Regarding the Proposed Promotion of Detective Kristopher Phillips](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 158 OF 2021

RESOLUTION APPOINTING KRISTOPHER PHILLIPS AS POLICE SERGEANT

WHEREAS, Kristopher Phillips is currently serving as a Detective in the City of Beacon Police Department; and

WHEREAS, there will be a vacancy for the position of Sergeant with the City of Beacon Police Department on January 8, 2022; and

WHEREAS, Kristopher Phillips meets the qualifications for the position of Sergeant; and

WHEREAS, based on the recommendation of the Chief of Police, the Mayor wishes to appoint/promote Kristopher Phillips to the position of Sergeant in the City of Beacon Police Department.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor hereby appoints, with the consent of the City Council, Kristopher Phillips to the position of Sergeant in the City of Beacon Police Department, effective as of January 9, 2022.

Resolution No. <u>158</u> of 2021			Date: <u>December 20, 2021</u>				
D Amendments			D On roll call			D 2/3 Required	
D Not on roll call.			D On roll call			D 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					



CITY OF BEACON POLICE DEPARTMENT

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



TO: Mayor Kyriacou and the City Council

FROM: Chief of Police Sands Frost

RE: Proposed Appointment of Detective Kristopher Phillips to Sergeant

DATE: December 6, 2021

The City of Beacon Police Department would like to promote Detective Kristopher Phillips to fill the position of Sergeant which will be vacant in January 2022 when Sergeant Christian Allencastro retires. Detective Phillips has performed admirably during his eight years with the City of Beacon Police Department. He is hard-working, conscientious, and well-qualified for the position of Sergeant.

Detective Phillips attended Beacon High School and earned a Bachelor's Degree in Criminal Justice from the College of Saint Rose. He was hired by the City of Beacon Police Department in 2013. He displayed dedication and professionalism as a Police Officer and was promoted to Detective in 2018. He is currently a physical fitness instructor and Monadnock baton instructor for the Department. He has completed extensive training throughout his career, including Active Shooter Response, Crime Scene Technician, Basic Juvenile Officer, Basic Crime Scene Photography, Aquatic Death and Drowning Investigations, Street Gang Recognition, Interview and Interrogation, Trauma Informed Sexual Assault Investigations, Child Forensic Interviews, Evidence Room Management, Law Enforcement Background Investigations, and Monadnock Baton Instructor.

Detective Phillips has received several commendations from law enforcement officials at multiple agencies for his work as a Detective in Beacon. He has been instrumental in several investigations. His persistence and creativity led directly to the arrest of multiple suspects including those charged with larceny, domestic assault, and rape.

I respectfully request that the Council promote Detective Kristopher Phillips to the position of Sergeant based upon his qualifications, experience, and outstanding record with the Beacon Police Department. I will be happy to answer any questions you may have.

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 159 - Authorizing Amendments to the City of Beacon 2021 General Fund Budget

ATTACHMENTS

[Resolution No. 159 - Authorizing Amendments to the City of Beacon 2021 General Fund Budget](#)

[Proposed Amendments to the City of Beacon 2021 General Fund Budget](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 159 OF 2021

**RESOLUTION AUTHORIZING AMENDMENTS
TO THE 2021 CITY OF BEACON GENERAL FUND BUDGET**

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

Resolution No. <u>159</u> of 2021			Date: <u>December 20, 2021</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

Council Budget Amendments
December 20, 2021 Meeting

1. Amend the 2021 General Fund Council & Mayor Budget to provide funding health insurance buy-outs. Below is the proposed budget amendment:

Transfer to:

A -01-1010-120000- HEALTH INSURANCE BUY-OUT	\$ 7,500
A -01-1210-120000- HEALTH INSURANCE BUY-OUT	<u>2,500</u>
	<u>\$ 10,000</u>

Transfer from:

A -01-1990-400001- CONTINGENCY FUND	<u>\$ 10,000</u>
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2. Amend the 2021 General Fund Police Budget to account for payment of unused accumulation of time for a Sergeant and a Patrol Officer upon retirement. Below is the proposed budget amendment:

Transfer to:

A -03-3120-190000- SEVERANCE/RETIREMENT PAY	<u>\$ 89,559</u>
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Transfer from:

A -01-1990-400004- CONTINGENCY-RETIREMENT	<u>\$ 89,559</u>
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3. Amend the 2021 General Fund Police Budget to account for the Police overtime due to staffing shortages and performing required training. Amounts are available in regular salaries as we have been unable to fill positions during the year. Below is the proposed budget amendment:

Transfer to:

A -03-3120-105000- OVERTIME	<u>\$ 50,000</u>
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Transfer from:

A -03-3120-101000- REGULAR SALARIES	<u>\$ 50,000</u>
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4. Amend the 2021 General Fund Budget to provide for costs associated employee discipline beyond the budget to date. Below is the proposed budget amendment:

Transfer to:

A -01-1420-450454- EMPLOYEE DISCIPLINE	<u>\$ 45,900</u>
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Transfer from:

A -01-1420-450436- IN REM & SALE OF PROPERTY	<u>\$ 45,900</u>
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Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 160 - Ratifying an Agreement with the Civil Service Employees Association,
Local 1000

ATTACHMENTS

Resolution No. 160 - Ratifying an Agreement with the Civil Service Employees Association,
Local 1000

Memorandum of Agreement Between the City of Beacon and the Civil Service Employees
Association, Local 1000



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 160 OF 2021

**RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT WITH CIVIL SERVICE
EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO, CITY OF BEACON UNIT
#66620, DUTCHESS COUNTY LOCAL 814**

WHEREAS, the current collective bargaining agreement between the City of Beacon and the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, City of Beacon Unit #66620, Dutchess County Local 814 (“CSEA”) 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 CSEA; and

WHEREAS, the City of Beacon Mayor submits to the City Council for purposes of ratification the proposed Memorandum of Agreement with the CSEA.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby ratifies a Memorandum of Agreement (COB Contract No. 2021-047) with the CSEA.

Resolution No. 160 of 2021			Date: <u>December 20, 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, hereinafter referred to as “the City” and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO, CITY OF BEACON UNIT #66620, DUTCHESS COUNTY LOCAL 814, hereinafter referred to as the “CSEA”;

IT IS HEREBY AGREED, by and between the City and the CSEA, that the following shall constitute the successor to the terms and conditions of the January 1, 2021- December 31, 2021 agreement between the parties (the “Agreement.”)

1. **ARTICLE II- WORKDAY, WORKWEEK- SECTION 1- OFFICE PERSONNEL (CITY HALL AND POLICE DEPARTMENT)-** Effective January 1, 2022, modify language of this Agreement as follows, “The regular workweek, for other than part-time employees, is a regularly scheduled eight (8) consecutive hours per day, five (5) consecutive days per week, forty (40) hours per week, Monday through Friday, beginning between the hours 8:00 a.m. and 8:30 a.m., inclusive of one half (½) hour lunch period.”

2. **ARTICLE III- COMPENSATION SECTION 1- WAGE ADJUSTMENTS/ APPENDIX “D”-** Effective January 1, 2022, all employees, with the exception of full time Office Personnel (City Hall and Police Department) employees shall receive a 2.75% across the board wage increase.

Effective January 1, 2023, all employees shall receive a 2.50% across the board wage increase.

Effective January 1, 2024, all employees shall receive a 2.25% across the board wage increase.

3. **ARTICLE V– HOLIDAYS WITH PAY SECTION 1 HOLIDAYS-** add Juneteenth

4. **ARTICLE XIV-TERM OF AGREEMENT-** amend Agreement term to “January 1, 2022-December 31, 2024.”

5. **APPENDIX B- SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE –** The parties agree to negotiate a new drug and alcohol policy within 60 days of ratification of this agreement.

6. **APPENDIX D- SALARY SCHEDULES-** the following NEW title and hourly salary will be added to Appendix D:

Accountant Step 1: 31.75

Step 2: 33.58

Step 3: 35.51

Step 4: 37.55

Step 5: 39.71

Municipal Secretary Step 1: 23.36

Step 2: 24.59

Step 3: 25.90

Step 4: 27.20

Step 5: 29.04

7. **APPENDIX D- SALARY SCHEDULES-** Effective the date of ratification, the Working Supervisor salary schedule shall be increased to match the 2021 salary schedule for Senior Working Supervisor. All Working Supervisors shall receive the new rates.

Step 1: 28.32

Step 2: 29.14

Step 3: 31.66

Step 4: 33.56

Step 5: 35.47

8. **APPENDIX D- SALARY SCHEDULES-** Effective the date of ratification, the Senior Sewage Treatment Plant Operator rate of pay increase to the following:

Step 1: 29.86

Step 2: 31.57

Step 3: 33.37

Step 4: 35.35

Step 5: 37.40

9. **APPENDIX D- SALARY SCHEDULES-** The parties agree to conform contractual titles to their respective civil service titles as shown in the attachment titled Appendix D. The parties further agree no employee shall suffer a loss of pay as a result of this provision.
10. **CONTRACTUAL CLEANUP-** The parties agree to “clean-up” contractual language while incorporating the Memorandum of Agreement into the Collective Bargaining Agreement (“CBA”).
11. All other terms of the 2021 Agreement not expressly modified above shall remain unchanged in the new Agreement.
12. The Memorandum of Agreement is subject to ratification by the CSEA bargaining unit and approval by the City of Beacon Council.

Dated: December 7, 2021

BY:



Scott McHugh
President Unit 66620, CSEA



Kathleen Fitzpatrick
LRS, CSEA

BY:



Christopher White
City Administrator
City of Beacon

KF
CW

2021 JOB TITLES PER CONTRACT		ATTACHMENT "A"/APPENDIX D ACTION/COMMENT/TITLE		2021 RATES				
				STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ASSISTANT OPERATOR STP	DELETE	Does not exist with Civil Service		23.52	24.91	26.31	27.86	29.42
AUTOMOTIVE MECHANIC				-	-	-	-	-
				25.40	26.84	28.40	30.03	31.78
AUTOMOTIVE MECHANIC II	CHANGE	SENIOR AUTOMOTIVE MECHANIC		-	-	-	-	-
				26.93	28.46	30.14	31.89	33.71
CHIEF WATER PLANT OPERATOR	CORRECT	CHIEF WATER TREATMENT PLANT OPERATOR GRADE 1		-	-	-	-	-
				29.86	31.57	33.37	35.35	37.40
CLEANER				-	-	-	-	-
				20.64	21.82	23.05	24.38	25.77
GROUNDSMAN	CORRECT	GROUNDSKEEPER		-	-	-	-	-
				20.64	21.82	23.05	24.38	25.77
HEAD AUTOMOTIVE MECHANIC				-	-	-	-	-
				28.32	29.14	31.66	33.56	35.47
HEAVY MOTOR EQUIPMENT OPERATOR				-	-	-	-	-
				25.40	26.84	28.40	30.03	31.78
LABORATORY TECHNICIAN				-	-	-	-	-
				25.98	27.43	29.02	30.70	32.45
LABORER & WATER SEWER MTNC HELPER	SPLIT	LABORER		-	-	-	-	-
				20.64	21.82	23.05	24.38	25.77
		WATER & SEWER MAINTENANCE HELPER		20.64	21.82	23.05	24.38	25.77
	ADD	MAINTENANCE CARPENTER		25.90	27.39	28.96	30.63	32.39
MAINTENANCE MECHANIC				-	-	-	-	-
				26.93	28.46	30.14	31.89	33.71
MAINTENANCE WORKER				-	-	-	-	-
				25.40	26.84	28.40	30.03	31.78
MAINTENANCE HELPER				-	-	-	-	-
				23.90	25.26	26.71	28.24	29.82
METER READER	DELETE	PER 2020 MOA		-	-	-	-	-
				24.85	26.29	27.80	29.35	31.07
MOTOR EQUIPMENT OPERATOR				-	-	-	-	-
				23.90	25.26	26.71	28.24	29.82

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2021

JOB TITLES PER CONTRACT

ATTACHMENT "A"/APPENDIX D
ACTION/COMMENT/TITLE

2021 RATES

STEP 1 STEP 2 STEP 3 STEP 4 STEP 5

SCALE OPERATOR	DELETE	Does not exist with Civil Service	-	-	-	-	-	-	-
SENIOR SEWAGE TREATMENT PLANT OPERATOR			20.64	21.82	23.05	24.38	25.77	-	-
SENIOR METER READER	DELETE		26.93	28.46	30.14	31.89	33.71	-	-
SENIOR WATER & SEWAGE MTNC FOREMAN	DELETE		26.93	28.46	30.14	31.89	33.71	-	-
SENIOR WORKING SUPERVISOR	DELETE	Does not exist with Civil Service	28.32	29.14	31.66	33.56	35.47	-	-
SEWAGE TREATMENT MTNC WORKER	DELETE	Does not exist with Civil Service	28.32	29.14	31.66	33.56	35.47	-	-
SEWAGE TREATMENT PLANT OPERATOR	CORRECT	WASTEWATER TREATMENT PLANT OPERATOR	26.93	28.46	30.14	31.89	33.71	-	-
SLUDGE CONTROL OPERATOR			24.85	26.29	27.80	29.35	31.07	-	-
WASTEWATER TREATMENT PLANT MAINTENANCE HELPER			20.64	21.82	23.05	24.38	25.77	-	-
WASTEWATER TREATMENT PLANT MAINTENANCE CORRECT		WASTEWATER PLANT MAINTENANCE MECHANIC	24.85	26.29	27.80	29.35	31.07	-	-
WATER TREATMENT PLANT OPERATOR	CORRECT	WATER TREATMENT PLANT OPERATOR - GRADE II	26.93	28.46	30.14	31.89	33.71	-	-
WATER TREATMENT PLANT OPERATOR (TRAINEE)			24.54	25.80	27.27	28.82	30.49	-	-
WATER & MAINTENANCE FOREMAN	CORRECT	WATER & SEWER MAINTENANCE FOREMAN	26.93	28.46	30.14	31.89	33.71	-	-
WATER & SEWER MAINTENANCE MECHANIC			23.90	25.26	26.71	28.24	29.82	-	-
WORKING FOREMAN	CORRECT	WORKING SUPERVISOR	26.93	28.46	30.14	31.89	33.71	-	-

2021
JOB TITLES PER CONTRACT

ATTACHMENT "A"/APPENDIX D
ACTION/COMMENT/TITLE

2021 RATES

			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNT CLERK TYPIST I	CORRECT	ACCOUNT CLERK TYPIST	21.48	22.71	23.97	25.34	27.06
			-	-	-	-	-
SENIOR ACCOUNT CLERK TYPIST			24.35	25.63	26.99	28.44	30.27
			-	-	-	-	-
ACCOUNT CLERK/DEPUTY CITY CLERK	SPLIT	ACCOUNT CLERK	20.05	21.18	22.35	23.60	25.25
		DEPUTY CITY CLERK	20.05	21.18	22.35	23.60	25.25
CLERK II	CORRECT	CLERK	18.99	20.05	21.18	22.35	23.92
			-	-	-	-	-
PAYROLL CLERK			24.35	25.63	26.99	28.44	30.27
			-	-	-	-	-
POLICE ASSISTANT			20.51	21.70	22.93	24.25	25.94
			-	-	-	-	-
TYPIST I	CORRECT	TYPIST	18.99	20.05	21.18	22.35	23.92
			-	-	-	-	-
SENIOR TYPIST			23.36	24.59	25.90	27.20	29.04
			-	-	-	-	-
ASSESSOR AIDE			18.68	19.79	20.97	22.24	23.57
			-	-	-	-	-
RECREATION ASSISTANT			17.15	18.19	19.27	20.42	21.64
			-	-	-	-	-
DEPUTY BUILDING INSPECTOR			32.25	34.18	36.23	38.41	41.26
			-	-	-	-	-
OFFICE ASSISTANT			23.36	24.59	25.90	27.20	29.04
			-	-	-	-	-
	ADD	ACCOUNTANT	31.75	33.58	35.51	37.55	39.71

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 161 - Authorizing the City Administrator to Sign an Agreement with Hudson River Sloop Clearwater, Inc. for Use and Occupancy of the White House at the Settlement Camp

ATTACHMENTS

Resolution No. 161 - Authorizing the City Administrator to Sign an Agreement with Hudson River Sloop Clearwater, Inc. for Use and Occupancy of the White House at the Settlement Camp

Agreement with Hudson River Sloop Clearwater, Inc. for Use and Occupancy of the White House at the Settlement Camp



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 161 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A MEMORANDUM
OF AGREEMENT WITH HUDSON RIVER SLOOP CLEARWATER, INC. FOR THE USE
AND OCCUPANCY OF THE WHITE HOUSE AT SETTLEMENT CAMP**

WHEREAS, pursuant to the Cooperative Operation and Maintenance Agreement dated November 21, 2007 (the "Parks Agreement"), between the City of Beacon and The People of the State of New York, acting by and through the Commissioner of Parks, Recreation and Historical Preservation ("Parks"), the City has the right to use, occupy, and possess certain real property known as the Settlement Camp Park located at 724 Wolcott Avenue, Beacon, New York 12508, known and designated on the Tax Map of the City of Beacon as parcel 30200-6054-13-126252; and

WHEREAS, pursuant to the Parks Agreement, the City of Beacon may, subject to the consent of Parks, sublease the White House at the Settlement Camp Park; and

WHEREAS, the City of Beacon originally entered into an agreement with Hudson River Sloop Clearwater, Inc. ("Clearwater") on July 24, 2009 for the use and occupancy of the White House; and

WHEREAS, the City of Beacon wishes to continue to allow Clearwater to use and occupy the White House subject to the terms set forth in this Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to sign an Agreement with Hudson River Sloop Clearwater, Inc. (COB Contract No. 2021-034) for the use and occupancy of the White House at Settlement Camp, subject to approval by Parks and review and approval by the City Administrator and City Attorney, as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 161 of 2021			Date: <u>December 20, 2021</u>					
D Amendments						D 2/3 Required		
D Not on roll call.			D On roll call			D 3/4 Required		
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent	Tabled
		Terry Nelson						
		Jodi McCredo						
		George Mansfield						
		Amber Grant						
		Air Rhodes						
		Dan Aymar-Blair						
		Mayor Lee Kyriacou						
		Motion Carried						

**AGREEMENT BETWEEN THE CITY OF BEACON AND HUDSON RIVER SLOOP
CLEARWATER, INC. FOR THE USE AND OCCUPANCY OF THE WHITE HOUSE
AT SETTLEMENT CAMP**

This Agreement (this "Agreement") entered into by and between the City of Beacon, a municipal corporation having its principal offices at One Municipal Plaza, Beacon, New York 12508 ("City"), and Hudson River Sloop Clearwater, Inc., a domestic "not for profit" corporation having its principal office at 724 Wolcott Avenue, Beacon, New York 12508 ("Clearwater")(together, the "Parties").

WITNESSETH:

WHEREAS, pursuant to the Cooperative Operation and Maintenance Agreement dated November 21, 2007 (the "Parks Agreement"), between the City and The People of the State of New York, acting by and through the Commissioner of Parks, Recreation and Historical Preservation ("Parks"), the City has the right to use, occupy and possess certain real property known as the Settlement Camp Park located at 724 Wolcott Avenue, Beacon, New York 12508, known and designated on the Tax Map of the City of Beacon as parcel 30200-6054-13-126252; and

WHEREAS, pursuant to the Parks Agreement, the City may, subject to the consent of Parks, sublease the area shown on Exhibit A, attached hereto and made a part hereof, the structure known as the White House facility (the "White House"), including the dining hall, driveway, parking areas, and approximately 0.75 acres surrounding the White House, but excluding the kitchen (the "Premises"), which Premises are located in the facility known as the Settlement Camp Park; and

WHEREAS, the City originally entered into an agreement with Clearwater on July 24, 2009 for the use and occupancy of the White House; and

WHEREAS, the City wishes to continue to allow Clearwater to use and occupy the White House subject to the terms set forth in this Agreement; 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, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties do hereby agree as follows:

1. **Termination of 2009 Agreement.** The Agreement, including any extensions and amendments, between the City and Clearwater dated July 24, 2009 is hereby terminated and agreed to no longer be in effect.

2. **Use and Occupancy Rights.** Subject to the covenants, agreements, terms, provisions, limitations and conditions set forth herein, Clearwater shall have a non-exclusive right to use and occupy the Premises shown on Exhibit "A" annexed hereto and made a part hereof, for general office and classroom use. In addition, the Premises may be used for any other lawful use to further Clearwater's mission, upon the covenants and conditions set forth herein and upon the written approval of the City Recreation Director and the City Administrator, which approval shall not be unreasonably withheld or delayed.
3. **Term.** The term of this Agreement shall commence on January 1, 2022 by the Parties hereto and shall continue for a period of one (1) year. This Agreement shall automatically renew for four (4) additional successive periods of one (1) year each unless one of the Parties decides not to renew and notifies the other Party ninety (90) days prior to the end of the term on December 31.
4. **Rent.** The rent (the "Rent") for the Premises shall be One Thousand Four Hundred and 00/100 Dollars (\$1,400.00) per month, payable to the City on the first day of each month during the Term. Clearwater shall be credited seven thousand four hundred twenty-five dollars (\$7,425.00) towards its 2022 Rent for expenditures it made repairs to the Premises in late 2021.
5. **Maintenance Obligations.**
 - (a) The City is responsible for all repairs to the Premises except as detailed below in paragraph 5(b).
 - (b) Clearwater shall be solely responsible, at its sole cost, for the operation and routine maintenance of the Premises, including; snow plowing, mowing, trimming, pest control, fire safety and detection, and general cleaning. Clearwater is responsible to maintain lighting and light bulbs. Clearwater shall maintain the Premises in good condition and free of clutter throughout the term of this Agreement and during any extensions thereof.
 - (c) Clearwater shall throughout the term of this lease, take good care of the Premises and the fixtures and appurtenances therein, to preserve them in good working order and condition. Reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted.
 - (d) Clearwater shall be liable for and make repairs to the Premises, fixtures and appliances belonging thereto resulting from damage by misuse or neglect of Clearwater, its employees, invitees, officers, agents or volunteers.
 - (e) Clearwater shall give the City prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any

other part of the Premises in order that the same can be repaired by the City with due diligence. The provisions of this Paragraph with respect to the making of repairs shall not apply in the case of damage which are dealt with in Paragraph 17 hereof.

6. **Use and Operation of the Premises.**

- (a) Clearwater shall not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable federal, State, County and local laws and ordinances.
- (b) Clearwater shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity, which will constitute a public or private nuisance to the Settlement Camp Park, adjacent properties or the adjacent neighborhood.

7. **Utilities.** Clearwater shall be responsible for the payment of all utilities related to the Premises, including electricity.

8. **Alterations and Improvements to the Premise.**

- (a) Clearwater shall make no alterations or improvements to the Premises or any other building in the Settlement Camp Park or construct any building or make any other improvements on the Premises (“Alternations”) without the prior written consent of the Recreation Director. Any and all Alterations shall become the property of City at the expiration of this Agreement.
- (b) Clearwater shall not erect any television or radio antenna or dish, flagpole or similar structure on the Premises.
- (c) Without the express written consent of the City, Clearwater shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Premises.

9. **Liens upon the Premises.** Clearwater has no authority to incur any debt or make any charge against the City or to create any lien upon the Premises, or any other portion of the Settlement, for any work or materials furnished to the Premises.

10. **Hazardous Materials.** Clearwater shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company, and shall comply with all laws, ordinances, rules and orders of boards or other authorities affecting the Premises.

11. **Right to Inspect Premises.** The City shall have the right to inspect the Premises and adjacent area upon 24 hours advance notice, except in emergencies, to assure compliance with health, safety and building codes and regulations before and during Clearwater's occupancy.
12. **Signage.** Clearwater shall be permitted to erect, install and/or maintain signs, awnings, marquees, canopies, harmers, flags, pennants, aerials or the like in connection with its business operations at the Premises, in accordance with all applicable laws and regulations.
13. **Location of Administrative Offices.** During the Term of this Agreement, Clearwater shall locate its primary administrative offices at the White House. The City may terminate this Agreement if Clearwater relocates its primary administrative offices.
14. **Parking Areas.** Clearwater and its employees, agents, invitees and licensees shall be permitted to park at the White House within the areas designated as "parking areas" on Exhibit A attached hereto.
15. **Use of the Settlement Camp Park Property.** Clearwater shall have the non-exclusive right to use additional facilities at the Settlement Camp subject to compliance with use requirements then applicable to City residents. Clearwater shall be charged the then "regular park-use fee" in connection with Clearwater's use of all Settlement Camp facilities for the Term of this Agreement.
16. **Compliance with Parks Agreement.** Clearwater acknowledges that (i) it has received and reviewed the Parks Agreement and (ii) this Agreement is subject to the terms of the Parks Agreement. Clearwater and the City each understand that the Parks Agreement shall govern if there is any conflict between the Parks Agreement and this Agreement, including the right of either Parks or the City to terminate the Parks Agreement in accordance with Paragraph 18 of the Parks Agreement.
17. **Damage to the Premises.**
 - (a) If the Premises or any part thereof shall be damaged, Clearwater shall give immediate notice thereof to the City and this lease shall continue in full force and effect except as hereinafter set forth.
 - (b) If the Premises are partially damaged or rendered partially unusable, the damages thereto shall be repaired by and at the expense of the City and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable.
 - (c) If the Premises are totally damaged or rendered wholly unusable, then the rent shall be proportionately paid up to the time of the damaged occurred and thenceforth shall cease until the date when the premises shall have been repaired and restored by the City, subject to the City's right to elect not to restore the same as hereinafter provided.

- (d) If the Premises are rendered wholly unusable or (whether or not the Premises are damaged in whole or part) if the building shall be so damaged that the City renders a determination to not make the necessary repairs, the City may elect to terminate this lease upon sixty (60) days written notice to Clearwater.
- (e) Nothing contained hereinabove shall relieve Clearwater from liability that may exist as a result of damage from fire or other casualty.

18. **Insurance.**

- (a) Upon signing this agreement and throughout the term of this Agreement, Clearwater shall obtain and maintain at Clearwater's sole cost and expense, and keep in full force for the benefit of Clearwater the following insurance policies:
 - i. Workers' Compensation as required by law.
 - ii. Property and casualty insurance covering the Premises.
 - iii. Commercial General Liability Insurance Policy covering its use of the Premises, the Additional Facilities, the White House and the Settlement Camp, with limits of not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate and
 - iv. Umbrella liability policy of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate, for a total of \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
- (b) Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City.
- (c) Policies that lapse and/or expire during term of work shall be recertified and received by the City no less than thirty (30) days prior to expiration or cancellation.
- (d) Clearwater shall furnish to the City Certificates of Insurance. Such Certificates shall name the City, its officers, officials, employees and agents as Additional Insureds.

19. **Indemnification.**

- (a) To the fullest extent permitted by law, Clearwater shall indemnify, hold harmless and defend the City and its respective elected officials, agents, officers, and employees from and against any and all losses, damages, detriments, suits, claims, demands, liabilities, costs and charges, including attorneys' fees and disbursement that (i) arise from or are in any way connected with this Agreement or any of Clearwater's activities on the Premises or any other portion of the Settlement Camp property; (ii) arise from or are in any way connected with any act or omission of Clearwater or Clearwater's employees or invitees; (iii) result from any default of this Agreement or

- any provision hereof by Clearwater; (iv) result from the presence of Clearwater or Clearwater's employees' or invitees' property or equipment on the Premises; or (v) result from injury to any person or property or loss of life sustained in or about the Premises caused by or arising out of Clearwater or Clearwater's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Clearwater's obligations under this paragraph shall survive the revocation or termination of this Agreement. The obligation of the Clearwater to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Clearwater.
- (b) Except to the extent set forth in (a) above or otherwise caused by an act or omission by Clearwater, its agents and/or employees, to the fullest extent permitted by law, the City shall indemnify, defend and hold harmless Clearwater and its agents, employees and invitees from and against all claims, damages, losses or expenses, including, but not limited to, reasonable attorney's fees, incurred by Clearwater, its agents, employees and/or invitees, arising out of or resulting from the gross negligence and/or willful misconduct of the City, its agents, employees and/or invitees.
20. **Agreement Non-Assignable.** Clearwater shall not assign this Agreement or grant any right to use the Premises or any part thereof. Clearwater shall have no right to sublease any portion of the Premises.
21. **Termination.** The City may terminate this Agreement for health and safety purposes upon thirty (30) days written notice.
22. **Default.** If the City determines that Clearwater is in default of this Agreement, the City shall provide Clearwater with a notice of default and Clearwater shall have seven (7) days to cure the default unless otherwise excepted. If Clearwater fails to cure the default within the required time frame, the City may terminate this Agreement upon thirty (30) days written notice. Upon termination, Clearwater shall immediately vacate the Premises and return the keys to City. However, if Clearwater's default is of a nature that Clearwater should not be given an opportunity to cure the default (including but not limited to destruction, damage, or misuse of the City's property by intentional act or a subsequent or continued unreasonable disturbance), the City may deliver a written notice to Clearwater specifying the default and the City's intent to terminate this Agreement. In such event, City may terminate this Agreement, and Clearwater shall have seven (7) days from the date the notice is delivered to vacate the Premises. In the event of termination, Clearwater shall pay City the sum of Fifty and 00/100 Dollars (\$50.00) per day until it vacates the Premises starting from the date of termination of this Agreement. In addition, if this Agreement is terminated pursuant to this paragraph, the City may, at City's option, exercise any and all rights and remedies available to City at law or in equity.

23. **Surrender of Possession.** Clearwater covenants, at the expiration or other termination of this Agreement, or upon the City's recovery of possession of the Premises, to remove all personal property from the Premises not the property of the City, and to yield up to the City the Premises and all keys, locks and other fixtures connected therewith (except furnishings belonging to Clearwater) in good repair, order and condition in all respects, except for reasonable wear and use thereof. All improvements made upon and fixtures installed upon the Premises will be the property of the City.

24. **Access.** Clearwater shall allow the City and the City's employees or agents to have access to the Premises at all reasonable times, during normal working hours for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the City considers necessary or desirable, or for any other purpose for the reasonable protection of the Premises. The City shall provide reasonable notice to Clearwater of its need to access the Premises. Clearwater shall not alter or change the exterior locks installed to the Premises, and in the event of an approved change, shall provide the City with keys to the facility, said keys shall only be used by the City to obtain access to the Premises in emergency situations.

25. **Notice.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be given by a nationally recognized overnight delivery service, with all delivery and/or postage charges prepaid, and shall be deemed to have been given on the day such notice is actually received or refused, or if unclaimed, on the day following the day on which the same shall have been sent by a nationally recognized overnight delivery service and shall be addressed as follows:

To the City of Beacon:

City Administrator
One Municipal Plaza
Beacon, New York 12508

Recreation Director
23 West Center Street
Beacon, New York 12508

Nicholas Ward-Willis, Esq.
Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, NY 10601

To Hudson River Sloop Clearwater, Inc.:

Executive Director
Hudson River Sloop Clearwater, Inc.
724 Wolcott Avenue
Beacon, New York 12508

26. **Notice to Cure.** Upon written notice to the contact party set forth herein, any party may give any other party thirty (30) days written notice to cure any asserted non-compliance with the terms of this Agreement. If the noticed party fails to substantially cure the asserted non-compliance within thirty (30) days (or if such failure is of a nature that it cannot be completely cured within thirty (30) days following written notice by the other

party, failure by the non-complying party to commence to remedy such failure within thirty (30) days following written notice by the other party, and thereafter diligently prosecute to completion all steps necessary to remedy such failure), this Agreement shall be subject to cancellation upon no less than thirty (30) days' written notice to the non-complying party.

27. **Condition of the Property.** Clearwater accepts the Premises AS IS. The City shall not be required to perform any work, supply any materials or incur any expense to prepare the Premises for Clearwater's use and occupancy.
28. **Severability.** If any provision of this Agreement thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
29. **Non-Waiver.** No indulgence, waiver, election or non-election by the City under this Agreement shall affect Clearwater's duties and liabilities hereunder.
30. **Binding Effect.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
32. **Authority.** The Parties hereto warrant and represent that each such party has the necessary power and authority to enter into and perform this Agreement. It is understood and agreed that this Agreement is submitted to Clearwater for signature with the understanding that it shall not bind the City unless and until it has been fully executed by City and delivered to Clearwater. The Agreement shall be binding upon the Parties hereto, their successors and assigns.
33. **Counterparts.** This Agreement may be executed by the Parties individually in several separate counterparts, each of which shall be deemed an original, and all of the said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement is intended to be enforceable when executed and delivered by facsimile or by e-mail.

SIGNATURE PAGE FOLLOWS

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

HUDSON RIVER SLOOP
CLEARWATER, INC.

CITY OF BEACON

Name: Stephen P. Stanne
Title: Acting Executive Director

Dated:

Name: Christopher White
Title: City Administrator

Dated:

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

On the __ day of _____ in the year 2021 before me, the undersigned, personally appeared **Stephen P. Stanne**, 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 as the Executive Director of Hudson River Sloop Clearwater, Inc., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

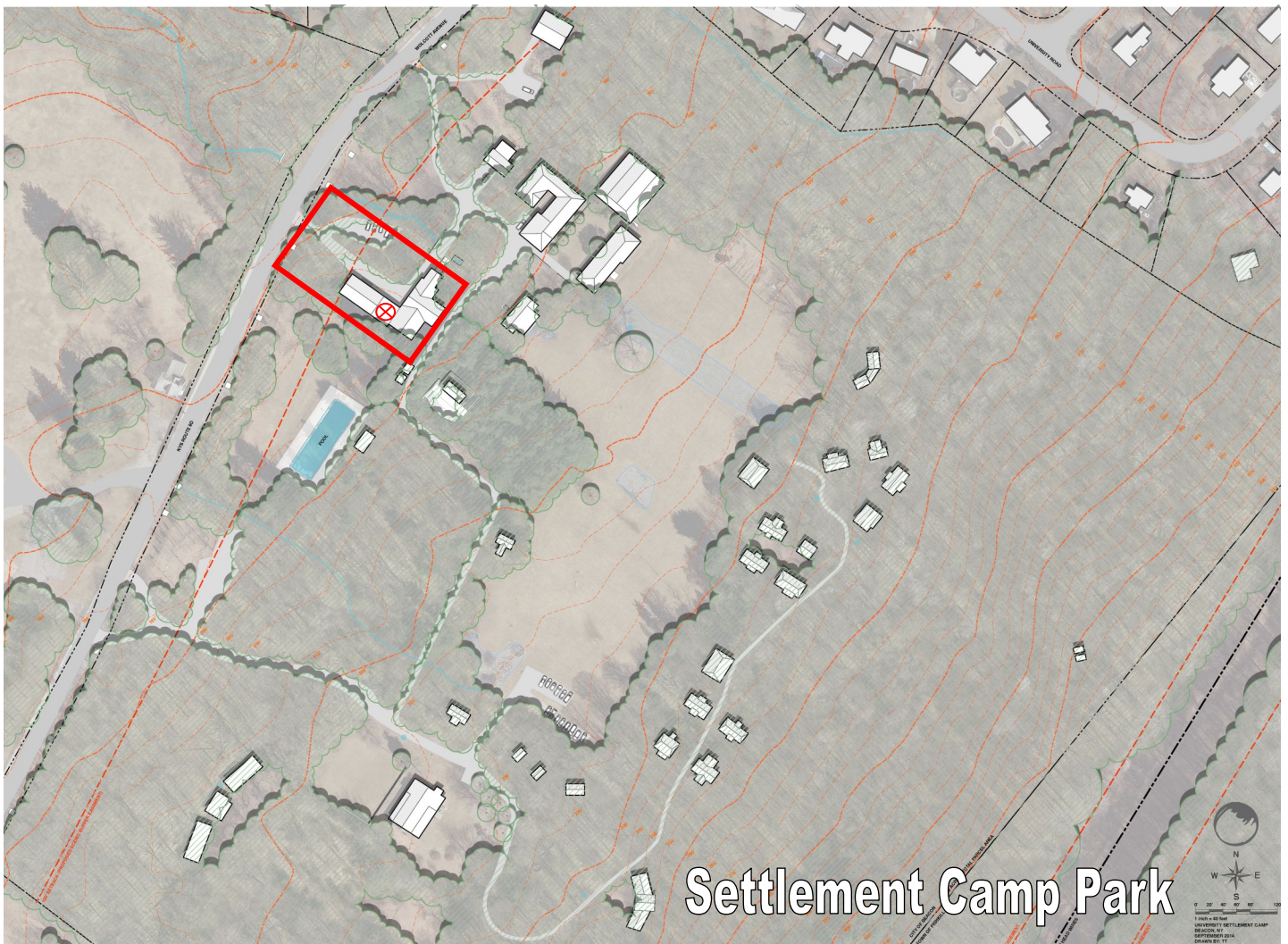
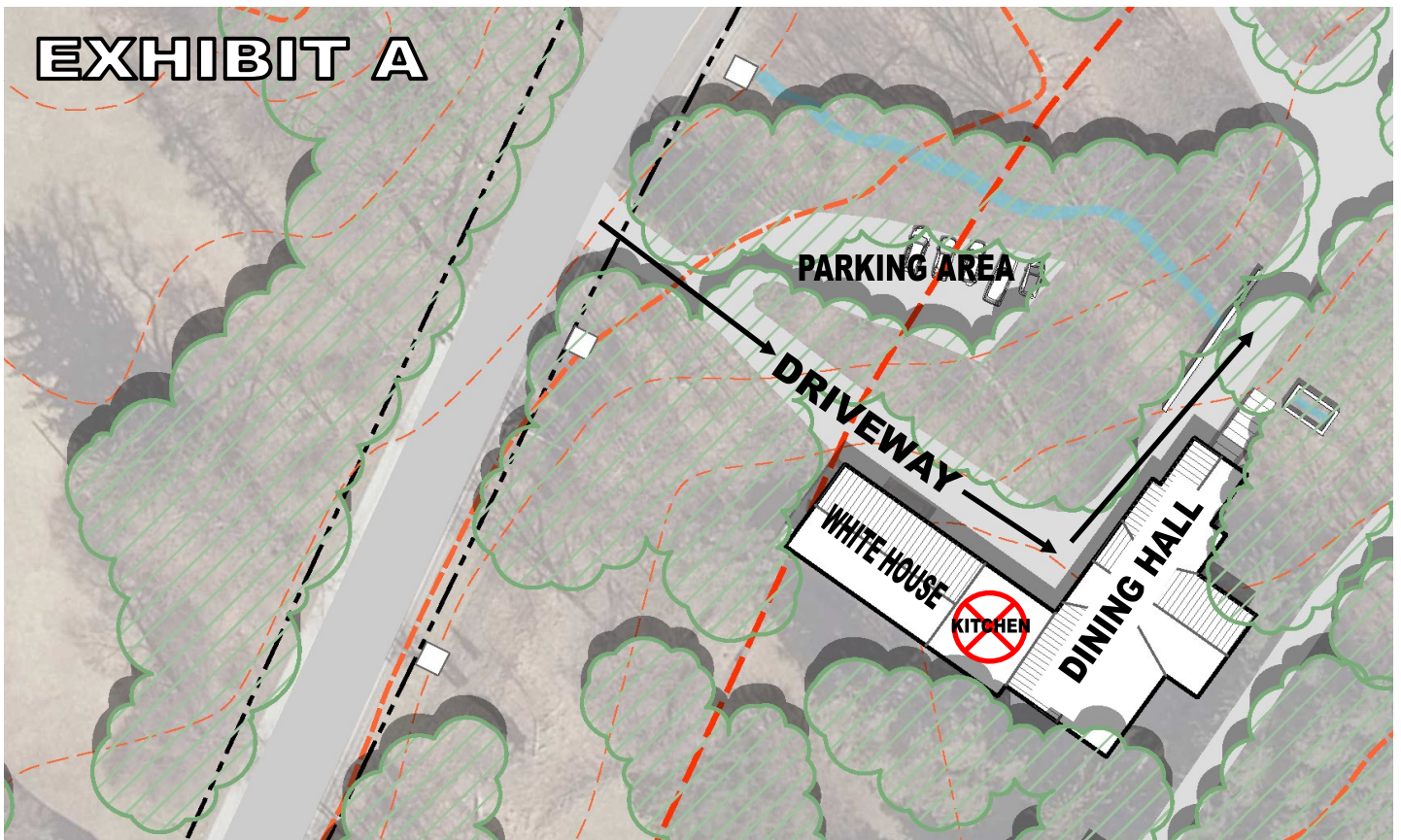
Signature and Office of individual taking
acknowledgement

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

On the __ day of _____ in the year 2021 before me, the undersigned, 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/she executed the same in his capacity as City Administrator of the City of Beacon, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual taking
acknowledgement

EXHIBIT A



City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 162 - Authorizing the City Administrator to Sign an Agreement with Ambulnz NY2, LLC for Ambulance Transport Services

ATTACHMENTS

[Resolution No. 162 - Authorizing the City Administrator to Sign an Agreement with Ambulnz NY2, LLC for Ambulance Transport Services](#)

[Agreement with Ambulnz NY2, LLC for Ambulance Transport Services](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 162 OF 2021

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A MEMORANDUM OF AGREEMENT WITH AMBULNZ NY2, LLC FOR AMBULANCE TRANSPORT SERVICES

WHEREAS, Ambulnz NY2, LLC (“Ambulnz”) provides emergency and non-emergency medical ground transportation services, including Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) ambulance services as defined in §3001 of the Public Health Law, and is licensed by applicable State authorities to provide those services; and

WHEREAS, the City of Beacon desires to utilize Ambulnz as a provider of ground ambulance services for patients within the City’s boundaries; and

WHEREAS, Ambulnz desires to provide ground ALS and BLS support services for patients within the City’s boundaries.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City Administrator to sign a Memorandum of Agreement (Contract No. 2021-048) with Ambulnz for ambulance transport services.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 162 of 2021			Date: <u>December 20, 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							

MASTER SERVICES AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES

This Master Services Agreement for Advanced Life Support Ambulance and Emergency Medical Services (“**Agreement**”), is dated as of January 1, 2022 (the “**Effective Date**”) between Ambulnz NY2, LLC, a Delaware limited liability company with offices located at 453 Robinson Avenue, Newburgh, NY 12550 (“**Ambulnz**”), and the City of Beacon, a municipal corporation with offices located at 1 Municipal Plaza, Beacon, New York 12508 (the “**City**”). Ambulnz and the City sometimes are referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, the City is a duly constituted unit of government under New York State statutes; and

WHEREAS, Ambulnz provides emergency and non-emergency medical ground transportation services, including Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) ambulance services as defined herein and in §3001 of the Public Health Law, and is licensed by applicable State authorities to provide those services; and

WHEREAS, the City desires to utilize Ambulnz as a provider of ground ambulance services for patients within the City’s boundaries; and

WHEREAS, Ambulnz desires to provide ground ALS and BLS support services for patients within the City’s boundaries in conjunction with the Beacon Volunteer Ambulance Corps, Inc. (“BVAC”); and

WHEREAS, pursuant to Resolution No. _____ of 2021, the Beacon City Council authorized the City Administrator to enter into this Agreement and execute any renewals and/or modifications of the Agreement as approved by the City Attorney.

NOW, THEREFORE, for consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2. **Services.**

a. Ambulnz shall provide emergency medical services (“**Emergency Medical Services**”), and also provide standby services upon request (“**Standby Services**”, and together with Emergency Medical Services, the “**Services**”). The Services shall be provided consistent with the terms of this Agreement and in accordance with all applicable governmental rules and regulations.

b. The Emergency Medical Services shall be performed within the boundaries of the City, which shall be deemed to be the “Primary Service Area” under this Agreement.

Ambulnz shall provide to the City one (1) Advanced Life Support (“ALS”) ambulance and crew, staffed with New York State Certified EMT and Paramedic, twenty-four (24) hours a day, seven (7) days a week dedicated exclusively to the City (“Dedicated Unit”). Ambulnz shall make every commercially reasonable effort to provide additional back up services to the City on an as-available basis. It is acknowledged that these back up services shall be available on a non-subsidized, fee-for-service platform at the request of the City. Ambulnz shall dedicate resources to the best of its ability under these circumstances. Ambulnz shall provide as much coverage as its system allows and shall advise Dutchess County “911” emergency dispatch system (“911 Dispatch”) regarding unit availability, in order to provide mutual aid coverage from other services for the Party beyond the dedicated unit. Ambulnz shall provide the City with a branded Dedicated Unit displaying the City’s Official Seal and lettered, “City of Beacon powered by Ambulnz.”

c. The City shall house the Dedicated Unit at no charge to Ambulnz at the City’s Fire Station located at 13 South Avenue in Beacon unless otherwise agreed to in writing by the Parties.

d. Emergency Medical Services shall supersede Standby Services in terms of priority, and Ambulnz shall respond to Emergency Medical Services calls regardless of whether it is engaged in Standby Services, not including Fire Scene or Police Scene Standby Services. Ambulnz shall provide Emergency Standby Services to the City for all Fire or Police incidents as requested. This service beyond the Dedicated Unit is subject to Ambulnz’s availability. Ambulnz shall provide ALS and BLS ambulance ambulances and crew, staffed with New York State Certified EMT and/or Paramedics, for standby events, as a maintenance rig, or for other service calls as agreed to by the Parties.

e. Ambulnz will participate in the Dutchess County EMS Mutual Aid Plan.

3. Ambulance Dispatch. Ambulnz shall use the 911 Dispatch provided by Dutchess County in order to respond to sick or injured persons needing emergency care within the boundaries of the City and transport said persons to the nearest hospital or requested proximate hospital, if patient condition allows. Ambulnz shall provide reports to the City on 911 Dispatch call data within the City on a monthly basis. The Parties shall collaborate to promptly address any issues that may arise relating to those matters.

4. Management/Organization. Ambulnz’s crew shall operate under the oversight of an EMS Medical Director licensed in the State of New York. The EMS Medical Director may maintain offices in the Hudson Valley Region, and any Medical Director fees shall be paid by Ambulnz. The EMS Medical Director may serve as Ambulnz’s representative in relation to its performance of Services hereunder.

5. Qualifications and Obligations.

a. Licensure and Certification. Ambulnz covenants and agrees that at all times it and its crews performing Services hereunder shall remain licensed, certified, and enrolled in good standing with applicable State, federal, and local REMAC licensing authorities,

as well with all State and federal health care programs, and all required State or national accrediting organizations.

b. Services in Compliance with Laws and Regulations. Ambulnz shall provide all Services hereunder in accordance with applicable laws, regulations and standards of care, and on all ambulances providing Services hereunder, staff and equip said vehicles, in accordance with applicable laws and regulations.

c. Equipment. Ambulnz shall provide all vehicles, fuel, equipment, and personnel needed to provide the Services within the City. All vehicles shall be suitable for providing the level of care contemplated herein and shall meet approved medical protocols, be properly licensed and certified in accordance with applicable rules, regulations, and statutes. All ambulances must be owned by Ambulnz and be New York State certified Type II or Type III style ambulances. All units shall be well maintained, have New York State valid inspection stickers, be legally registered, and be properly insured pursuant to this Agreement. Ambulnz shall keep its ambulances maintained so that all mechanical features, including but not limited to heat, air conditioning, interior and exterior lighting, emergency lighting, and audible warning devices are in good working order at all times. The ambulances shall meet and maintain all of the standards as specified in the certification listing for New York State Ambulances and all Department of Transportation and Traffic Safety standards. Ambulnz shall equip all ambulances with GPS navigation devices and all ambulance crews with cellular communication devices to serve as a redundant backup for dispatchers and crews.

d. Personnel. Ambulnz shall provide sufficiently trained and experienced personnel capable of furnishing both BLS and ALS service to maintain, operate and administer the ambulance and emergency health services required under this Agreement. At a minimum, each ambulance must be staffed by at least one New York State certified Emergency Medical Technician (EMT) and one New York State certified Advanced Emergency Medical Technician (Paramedic). Ambulnz shall provide training and continuing education to its employees including such certification and re-certification as may be required by law. In addition, Ambulnz shall participate in necessary drills at times to be mutually agreed upon, as well as, provide community training, educational programs and seminars to educate the community in emergency health practices.

6. **Billing and Compensation.** Ambulnz shall bill patients, third-party insurance payors, and appropriate agencies as the case maybe, for the Services rendered to patients within the City. The billing rates for the Services rendered are hereto attached as Schedule A and shall not be modified without the prior written consent of the City. Further, the City shall pay compensate Ambulnz with a monthly subsidy as set forth in Schedule B attached hereto, for which Ambulnz shall invoice the City on a monthly basis. The City may reduce the monthly subsidy in the event that Ambulnz fails to meet the required Response Time Criteria as outlined in Schedule C.

7. **Term.** The City recognizes that in anticipation of performing the Services under this Agreement, Ambulnz will incur significant expenses to ensure that appropriate staff and equipment are available. The Parties agree, in light of the financial commitment made by Ambulnz, this Agreement shall be in effect for a term of five (5) years, commencing on the

Effective Date (the “**Initial Term**”). This Agreement is automatically renewed by the Parties annually thereafter (together with the Initial Term, the “**Term**”), unless one Party notifies the other Party, pursuant to Section 9, of its intent to terminate this Agreement. The Parties agree that the Agreement shall not be terminated during the Term except pursuant to Section 9.

8. **Anti-Kick Back Statute.** The Parties represent to the best of their knowledge that this Agreement complies with 42 USC 1320a-7b(B) commonly known as the “Anti-Kick Back Statute.” The Parties agree to periodically review the Agreement, at least on an annual basis, for the purposes of determining that this Agreement is in compliance with the Anti-Kick Back Statute. The Parties agree to exchange all necessary documentation evidencing the Services provided within the City boundaries. All documentation will be released in accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA). The City shall assist Ambulnz in any manner in providing verification of resident status to facilitate proper billing.

9. **Termination.**

a. For Convenience. Ambulnz or the City may terminate the Agreement at the end of the current Term by providing written Notice to the other Party no less than sixty (60) days prior to the expiration of the current Term.

b. For Breach. If a Party believes that the other Party (the “**Breaching Party**”) is in breach of any of its obligations under this Agreement, it must provide Notice of Breach. The Breaching Party shall then have the opportunity to cure any alleged breach. In the event that the default is not cured within the thirty (30) day period, then the non-Breaching Party shall be entitled to immediately terminate this Agreement upon written Notice of Termination to the Breaching Party.

c. For Insolvency; Bankruptcy. In addition, either Party may immediately terminate this Agreement upon written Notice to the other Party if either Party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

10. **Notices.** Notices required or permitted to be given under this Agreement (each, a “**Notice**”) shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) five days after mailing by the Party when Notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

Ambulnz

Attn: Michael Witkowski, Chief of Operations
Ambulnz NY2, LLC
35 West 35th Street, 6th Fl.
New York, New York 10001

City of Beacon

Attn: Christopher White, City Administrator
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

11. **Insurance.** Ambulnz shall obtain and maintain the insurance coverages as detailed in Schedule D of this Agreement.

12. **Indemnification.** To the fullest extent permitted by law, Ambulnz hereby agrees to indemnify and to reimburse, defend, exonerate, pay and hold harmless the City, its officials, agents, officers and employees from and against any and all demands, claims, causes of action, losses, taxes, damages, judgments, liabilities, assessments, suits, actions, proceedings, interest, fines, penalties and expenses (including, without limitation, settlement costs and any reasonable legal, accounting and other expenses for investigating and defending any actions or threatened actions or for enforcing such rights of indemnity and defense) relating to or arising from, either directly or indirectly, damages or injuries to the extent caused by the negligence, recklessness, intentional conduct, breach of this Agreement or fault of Ambulnz, its officers, employees or agents. This obligation shall include, but shall not be limited to, the burden of defending all claims, suits, administrative proceedings, or investigations whenever they arise, even if such claims, suits or proceedings are groundless, false, fraudulent or relate to past acts, and of conducting all negotiations of any description, and paying and discharging when and as the same become due, any and all judgments, penalties or other sums due or which shall become due against the City. The obligation of the Ambulnz to indemnify any party under this Paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits. This Section 12 shall survive any termination or expiration of this Agreement. Under no circumstances shall Ambulnz be liable for or indemnify the City for or against, the actions, inactions, errors or omissions of a responding law enforcement agency, and indemnification under this paragraph shall be limited to the services provided herein.

13. **Entire Agreement.** This Agreement, including the Schedules attached hereto, constitutes the sole and only Agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.

14. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both Parties.

15. **Assignment.** Either Party may assign this Agreement upon the written approval of the other Party, which shall not be unreasonably withheld. Written approval is not required in the event a Party is sold or acquired by a successor entity or in the event of a change of ownership, although Notice of such a transaction shall be given to the other Party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

16. Construction and Compliance.

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or

unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. **Compliance.** The Parties shall comply fully with all applicable State and federal laws and regulations, including but not limited to all applicable State and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court to be contrary to any such statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. **Notification of Actual or Potential Violation of Law.** If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable State or federal statutes or regulations, it shall promptly notify the other Party.

17. Force Majeure. The Parties shall be excused for any performance obligation hereunder for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through natural disasters.

18. Independent Contractor Relationship. The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither Party is authorized to take any action binding upon the other.

19. Governing Law; Jurisdiction. This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of New York, without consideration of conflict of laws principles. The Parties consent to the exclusive jurisdiction of the State courts located in Orange or Dutchess Counties, New York in connection with any action or proceeding arising under, or relating to, this Agreement. By execution and delivery of this Agreement, each such Party hereby (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

20. Confidentiality. Each Party agrees that if it has received trade secrets or confidential and proprietary information in the negotiation and execution of this Agreement, as designated by the other Party, it will not disclose any information so designated to any other person, organization, or entity during the Term or for a period of five (5) years thereafter. This provision shall survive termination of this Agreement.

21. Access to Books and Records. The City shall have the right to inspect all records, premises and equipment to ensure compliance with State and federal regulations, with the exception of those protected by confidentiality laws.

22. Waiver and Consent. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

23. Regulatory Changes. The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

24. Non-Discrimination. Ambulnz shall provide the Services in compliance with all applicable laws prohibiting discrimination and without regard to age, creed, disability, domestic violence victim status, gender identity or expression, familial status, payor source, marital status, military status, national origin, predisposing genetic characteristics, pregnancy-related condition, prior arrest or conviction record, race, color, sex, and/or sexual orientation.

25. Authorization of Agreement. Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each Party respectively has full power and authority to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Ambulnz NY2, LLC

City of Beacon

By:

By:

Signature

Signature

Name: Michael S Witkowski
Title: Chief Operations Officer

Name: Christopher White
Title: City Administrator

SCHEDULE A

COMMERICAL AMBULANCE RATES (2022)

A0429 Basic Life Support Emergency	\$1,407.00
A0427 Advanced Life Support Emergency	\$2,010.00
A0433 Advanced Life Support 2 Emergency	\$2,116.00
A0425 Mileage (Rate per Mile)	\$25.00
A0432 Paramedic Intercept	\$365.00

These rates above reflect the Commercial Insurances Rates charged. If the person has Medicare or Medicaid or is in a contracted insurance plan, then Ambulnz shall only bill for deductibles and co-payments. If the patient is uninsured, Ambulnz shall reduce the billing to the Medicare rate and set up a mutually agreeable payment plan.

SCHEDULE B

SUBSIDY SCHEDULE

January 1, 2021-December 31, 2021:

The City shall pay Ambulance the sum of one hundred fifty thousand dollars (\$150,000.00) per year, which shall be paid in twelve (12) equal monthly installments in the sum of twelve thousand five hundred dollars (\$12,500.00).

January 1, 2022:	Subsidy shall increase by CPI* and be paid in 12 equal monthly installments
January 1, 2023:	Subsidy shall increase by CPI* and be paid in 12 equal monthly installments
January 1, 2024:	Subsidy shall increase by CPI* and be paid in 12 equal monthly installments
January 1, 2025:	Subsidy shall increase by CPI* and be paid in 12 equal monthly installments

*Consumer Price Index (“CPI”) is calculated as for all items based on the entire year as the percentage overall for the 12-month period preceding.

SCHEDULE C

RESPONSE TIME CRITERIA

Response Time Criteria is hereby defined as the Dedicated Unit arriving at the emergency scene in nine (9) minutes or less (“On Time Performance”) for ninety percent (90%) of calls dispatched to the Dedicated Unit by Dutchess County 911.

In the event that Ambulnz fails to meet the Response Time Criteria as set forth above, the monthly subsidy to Ambulnz shall be reduced as follows:

90-100% On Time Performance	Full Monthly Subsidy
80-89% On Time Performance	Reduction of 10% in Monthly Subsidy
70-79% On Time Performance	Reduction of 20% in Monthly Subsidy
< 70% On Time Performance	Reduction of 30% in Monthly Subsidy

SCHEDULE D

INSURANCE REQUIREMENTS

- A. Ambulnz shall, at its sole cost and expense, maintain and keep in full force and effect during the Term of this Agreement the following types of insurance:
- i. **General Liability Insurance**, with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.000 annual aggregate limits. The City of Beacon shall be named as an additional insured on the policy. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, Ambulnz waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents.
 - ii. **Workers' Compensation, Employers Liability Insurance and New York State Disability Insurance**, covering operations in New York State. Policy shall include all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. To the extent permitted by New York law, Ambulnz waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents.
 - iii. **Comprehensive Automobile Policy**, with limits no less than ONE MILLION DOLLARS (\$1,000,000.00) Bodily Injury and Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles. The policy shall be written on a primary and non-contributing coverage basis. To the extent permitted by New York law, Ambulnz waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents. The City of Beacon shall be named as an Additional Insured on the policy.
 - iv. **Professional Liability Insurance**, with limits no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate. The policy shall be written on a primary and non-contributing coverage basis. To the extent permitted by New York law, Ambulnz waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents. The City of Beacon shall be named as an Additional Insured on the policy.
 - v. **Umbrella Liability**, with limits no less than FIVE MILLION DOLLARS (\$5,000,000.00), including coverage for General Liability and Automobile Liability. The City of Beacon shall be named as an Additional Insured on the policy. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, the

Ambulnz waives all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents.

- B. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon. Policies that lapse and/or expire during term of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.
- C. Ambulnz shall furnish Certificates of Insurance to the City as evidence of coverage naming the City of Beacon as an Additional Insured by endorsement. The cost of furnishing the above insurance shall be borne by Ambulnz. Copies of the required insurance certificates shall be provided by January 15th of each year.

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 163 - Authorizing the City Administrator to Sign an Agreement with Beacon Volunteer Ambulance Corps, Inc. for Ambulance Transport Services

ATTACHMENTS

Resolution No. 163 - Authorizing the City Administrator to Sign an Agreement with Beacon Volunteer Ambulance Corps, Inc. for Ambulance Transport Services

Agreement with Beacon Volunteer Ambulance Corps, Inc. for Ambulance Transport Services



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 163 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A MEMORANDUM
OF AGREEMENT WITH BEACON VOLUNTEER AMBULANCE CORPS. INC. FOR
AMBULANCE TRANSPORT SERVICES**

WHEREAS, the Beacon Volunteer Ambulance Corps (“BVAC”) provides Basic Life Support (“BLS”) ambulance services as defined in §3001 of the Public Health Law, and is licensed by applicable State authorities to provide those services; and

WHEREAS, the City of Beacon desires to utilize BVAC as a provider of BLS ground ambulance services for patients within the City’s boundaries; and

WHEREAS, BVAC desires to provide ground BLS support services for patients within the City’s boundaries.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City Administrator to sign a Memorandum of Agreement (Contract No. 2021-049) with BVAC for ambulance transport services.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 163 of 2021			Date: <u>December 20, 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							

AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES

This Agreement for Basic Life Support Ambulance and Emergency Medical Services (“**Agreement**”), is dated as of January 1, 2022 (the “**Effective Date**”) between Beacon Volunteer Ambulance Corps. Inc., a domestic not-for-profit corporation with offices located at 1 Arquilla Drive, Beacon, NY 12508 (“**BVAC**”), and the City of Beacon, a municipal corporation with offices located at 1 Municipal Plaza, Beacon, New York 12508 (the “**City**”). BVAC and the City sometimes are referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, the City is a duly constituted unit of government under New York State statutes; and

WHEREAS, BVAC provides Basic Life Support (“BLS”) ambulance services as defined herein and in §3001 of the Public Health Law, and is licensed by applicable State authorities to provide those services; and

WHEREAS, the City desires to utilize BVAC as a provider of BLS ground ambulance services for patients within the City’s boundaries; and

WHEREAS, BVAC desires to provide ground BLS support services for patients within the City’s boundaries in conjunction with the Ambulnz NY2, LLC (“Ambulnz”); and

WHEREAS, pursuant to Resolution No. ____ of 2021, the Beacon City Council authorized the City Administrator to enter into this Agreement and execute any renewals and/or modifications of the Agreement as approved by the City Attorney.

NOW, THEREFORE, for consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2. **Services.**

a. BVAC shall continue to provide emergency medical services (“**Emergency Medical Services**”), and also provide standby services upon request (“**Standby Services**”, and together with Emergency Medical Services, the “**Services**”). The Services shall be provided consistent with the terms of this Agreement and in accordance with all applicable governmental rules and regulations.

b. The Emergency Medical Services shall be performed within the boundaries of the City, which shall be deemed to be the “Primary Service Area” under this Agreement. BVAC shall provide to the City one (1) Basic Life Support (“BLS”) ambulance and crew, staffed with New York State Certified EMT, twenty-four (24) hours a day, seven (7) days a week.

c. Emergency Medical Services shall supersede Standby Services in terms of priority, and BVAC shall respond to Emergency Medical Services calls regardless of whether it is engaged in Standby Services, not including Fire Scene or Police Scene Standby Services. BVAC shall provide Emergency Standby Services to the City for all Fire or Police incidents as requested.

d. BVAC will participate in the Dutchess County EMS Mutual Aid Plan.

3. **Ambulance Dispatch.** BVAC shall use the 911 Dispatch provided by Dutchess County in order to respond to sick or injured persons needing emergency care within the boundaries of the City and transport said persons to the nearest hospital or requested proximate hospital, if patient condition allows. BVAC shall provide reports to the City on 911 Dispatch call data within the City on a monthly basis. The Parties shall collaborate to promptly address any issues that may arise relating to those matters.

4. **Qualifications and Obligations.**

a. Licensure and Certification. BVAC covenants and agrees that at all times it and its crews performing Services hereunder shall remain licensed, certified, and enrolled in good standing with applicable State, federal, and local REMAC licensing authorities, as well with all State and federal health care programs, and all required State or national accrediting organizations.

b. Services in Compliance with Laws and Regulations. BVAC shall provide all Services hereunder in accordance with applicable laws, regulations and standards of care, and on all ambulances providing Services hereunder, staff and equip said vehicles, in accordance with applicable laws and regulations.

c. Equipment. BVAC shall provide all vehicles, fuel, equipment, and personnel needed to provide the Services within the City. All vehicles shall be suitable for providing the level of care contemplated herein and shall meet approved medical protocols, be properly licensed and certified in accordance with applicable rules, regulations, and statutes. All ambulances must be owned by BVAC and be New York State certified Type II or Type III style ambulances. All units shall be well maintained, have New York State valid inspection stickers, be legally registered, and be properly insured pursuant to this Agreement. BVAC shall keep its ambulances maintained so that all mechanical features, including but not limited to heat, air conditioning, interior and exterior lighting, emergency lighting, and audible warning devices are in good working order at all times. The ambulances shall meet and maintain all of the standards as specified in the certification listing for New York State Ambulances and all Department of Transportation and Traffic Safety standards. BVAC shall equip all ambulances with GPS navigation devices and all ambulance crews with cellular communication devices to serve as a redundant backup for dispatchers and crews.

d. Personnel. BVAC shall provide sufficiently trained and experienced personnel capable of furnishing BLS service to maintain, operate and administer the ambulance and emergency health services required under this Agreement. At a minimum, each ambulance must be staffed by at least one New York State certified Emergency Medical Technician (EMT).

BVAC shall provide training and continuing education to its employees including such certification and re-certification as may be required by law.

5. **Billing and Compensation.** BVAC shall bill patients, third-party insurance payors, and appropriate agencies as the case maybe, for the Services rendered to patients within the City. Further, the City shall pay compensate BVAC with a monthly subsidy as set forth in Schedule 1 attached hereto, for which BVAC shall invoice the City on a monthly basis.

6. **Term.** This Agreement starts on January 1, 2022 and ends on December 31, 2022 (“Current Term”). The Agreement may be extended for four (4) additional one (1) year terms based on the mutual consent of the Parties (“Extension Term”).

7. **Anti-Kick Back Statute.** The Parties represent to the best of their knowledge that this Agreement complies with 42 USC 1320a-7b(B) commonly known as the “Anti-Kick Back Statute.” The Parties agree to periodically review the Agreement, at least on an annual basis, for the purposes of determining that this Agreement is in compliance with the Anti-Kick Back Statute. The Parties agree to exchange all necessary documentation evidencing the Services provided within the City boundaries. All documentation will be released in accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

8. **Termination.**

a. For Convenience. BVAC or the City may terminate the Agreement at the end of the current Term, or Extension Term if the Agreement is extended, by providing written Notice to the other Party no less than sixty (60) days prior to the expiration of the current Term.

b. For Breach. If a Party believes that the other Party (the “**Breaching Party**”) is in breach of any of its obligations under this Agreement, it must provide Notice of Breach. The Breaching Party shall then have the opportunity to cure any alleged breach. In the event that the default is not cured within the thirty (30) day period, then the non-Breaching Party shall be entitled to immediately terminate this Agreement upon written Notice of Termination to the Breaching Party.

c. For Insolvency; Bankruptcy. In addition, either Party may immediately terminate this Agreement upon written Notice to the other Party if either Party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

9. **Notices.** Notices required or permitted to be given under this Agreement (each, a “**Notice**”) shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) five days after mailing by the Party when Notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

Beacon Volunteer Ambulance Corps. Inc.**City of Beacon**

Attn: Andrew Diluvio, President
Beacon Volunteer Ambulance Corps. Inc.
1 Arquilla Drive
Beacon, NY 12508

Attn: Christopher White, City Administrator
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

10. **Insurance.** BVAC shall obtain and maintain the insurance coverages as detailed in Exhibit A of this Agreement.

11. **Indemnification.** To the fullest extent permitted by law, BVAC hereby agrees to indemnify and to reimburse, defend, exonerate, pay and hold harmless the City, its officials, agents, officers and employees from and against any and all demands, claims, causes of action, losses, taxes, damages, judgments, liabilities, assessments, suits, actions, proceedings, interest, fines, penalties and expenses (including, without limitation, settlement costs and any reasonable legal, accounting and other expenses for investigating and defending any actions or threatened actions or for enforcing such rights of indemnity and defense) relating to or arising from, either directly or indirectly, damages or injuries to the extent caused by the negligence, recklessness, intentional conduct, breach of this Agreement or fault of BVAC, its officers, employees or agents. This obligation shall include, but shall not be limited to, the burden of defending all claims, suits, administrative proceedings, or investigations whenever they arise, even if such claims, suits or proceedings are groundless, false, fraudulent or relate to past acts, and of conducting all negotiations of any description, and paying and discharging when and as the same become due, any and all judgments, penalties or other sums due or which shall become due against the City. The obligation of the BVAC to indemnify any party under this Paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits. This Section 12 shall survive any termination or expiration of this Agreement. Under no circumstances shall BVAC be liable for or indemnify the City for or against, the actions, inactions, errors or omissions of a responding law enforcement agency.

12. **Entire Agreement.** This Agreement, including any Schedules and Exhibits attached hereto, constitutes the sole and only Agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.

13. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both Parties.

14. **Assignment.** Either Party may assign this Agreement upon the written approval of the other Party, which shall not be unreasonably withheld. Written approval is not required in the event a Party is sold or acquired by a successor entity or in the event of a change of ownership, although Notice of such a transaction shall be given to the other Party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

15. Construction and Compliance.

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The Parties shall comply fully with all applicable State and federal laws and regulations, including but not limited to all applicable State and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court to be contrary to any such statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable State or federal statutes or regulations, it shall promptly notify the other Party.

16. Force Majeure. The Parties shall be excused for any performance obligation hereunder for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through natural disasters.

17. Independent Contractor Relationship. The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither Party is authorized to take any action binding upon the other.

18. Governing Law; Jurisdiction. This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of New York, without consideration of conflict of laws principles. The Parties consent to the exclusive jurisdiction of the State courts located in Orange or Dutchess Counties, New York in connection with any action or proceeding arising under, or relating to, this Agreement. By execution and delivery of this Agreement, each such Party hereby (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

19. Confidentiality. Each Party agrees that if it has received trade secrets or confidential and proprietary information in the negotiation and execution of this Agreement, as designated by the other Party, it will not disclose any information so designated to any other

person, organization, or entity during the Term or for a period of five (5) years thereafter. This provision shall survive termination of this Agreement.

20. Access to Books and Records. The City shall have the right to inspect all records, premises and equipment to ensure compliance with State and federal regulations, with the exception of those protected by confidentiality laws. Further, BVAC shall provide to the City copies of its annual financial statements for the prior year by April 1st, including the Statement of Financial Position (Balance Sheet), Statement of Activities, and Statement of Functional Expenses. The Parties may modify the required financial statements by mutual agreement.

21. Waiver and Consent. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

22. Regulatory Changes. The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

23. Non-Discrimination. BVAC shall provide the Services in compliance with all applicable laws prohibiting discrimination and without regard to age, creed, disability, domestic violence victim status, gender identity or expression, familial status, payor source, marital status, military status, national origin, predisposing genetic characteristics, pregnancy-related condition, prior arrest or conviction record, race, color, sex, and/or sexual orientation.

24. Authorization of Agreement. Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each Party respectively has full power and authority to do so.

25.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Beacon Volunteer Ambulance Corps. Inc.

City of Beacon

By:

By:

Signature

Signature

Name: Andrew Diluvio
Title: President

Name: Christopher White
Title: City Administrator

SCHEDULE 1

SUBSIDY SCHEDULE

The City shall pay BVAC the sum of fifty thousand dollars (\$50,000.00) per year, which shall be paid in eleven (11) equal monthly installments in the sum of four thousand one hundred sixty dollars and sixty-six cents (\$4,166.66) and one (1) final installment of four thousand one hundred sixty dollars and seventy-four cents (\$4,166.74). BVAC shall invoice the City on a monthly basis with the invoice submitted by the 15th of the month following the month of Services.

EXHIBIT A

INSURANCE REQUIREMENTS

- A. BVAC shall, at its sole cost and expense, maintain and keep in full force and effect during the Term of this Agreement the following types of insurance:
- i. **General Liability Insurance**, with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.000 annual aggregate limits. The City of Beacon shall be named as an additional insured on the policy. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, BVAC waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents.
 - ii. **Workers' Compensation, Employers Liability Insurance and New York State Disability Insurance**, covering operations in New York State. Policy shall include all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. To the extent permitted by New York law, BVAC waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents.
 - iii. **Comprehensive Automobile Policy**, with limits no less than ONE MILLION DOLLARS (\$1,000,000.00) Bodily Injury and Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles. The policy shall be written on a primary and non-contributing coverage basis. To the extent permitted by New York law, BVAC waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents. The City of Beacon shall be named as an Additional Insured on the policy.
 - iv. **Professional Liability Insurance**, with limits no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate. The policy shall be written on a primary and non-contributing coverage basis. To the extent permitted by New York law, BVAC waives all rights of subrogation or similar rights against the City, its assigns, officers, employees, representatives and agents. The City of Beacon shall be named as an Additional Insured on the policy.
 - v. **Umbrella Liability**, with limits no less than FIVE MILLION DOLLARS (\$5,000,000.00), including coverage for General Liability and Automobile Liability. The City of Beacon shall be named as an Additional Insured on the policy. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, the

BVAC waives all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents.

- B. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon. Policies that lapse and/or expire during term of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.
- C. BVAC shall furnish Certificates of Insurance to the City as evidence of coverage naming the City of Beacon as an Additional Insured by endorsement. The cost of furnishing the above insurance shall be borne by BVAC. Copies of the required insurance certificates shall be provided by January 15th of each year.

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 164 - Regarding Tax Certiorari Settlement - Mtr. of Allied Waste/Fishkill Avenue Beacon LLC v. Assessor of the City of Beacon, et al. (Sup. Ct. Dutchess co. Index nos. 52587/19, et seq.) Settlement of 2019-2021 Tax Certiorari Proceeding

ATTACHMENTS

Resolution No. 164 - Regarding Tax Certiorari Settlement - Mtr. of Allied Waste/Fishkill Avenue Beacon LLC v. Assessor of the City of Beacon, et al. (Sup. Ct. Dutchess co. Index nos. 52587/19, et seq.) Settlement of 2019-2021 Tax Certiorari Proceeding



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 164 OF 2021

**RESOLUTION RE: TAX CERTIORARI SETTLEMENT - *MTR. OF ALLIED
WASTE/FISHKILL AVENUE BEACON LLC V. ASSESSOR OF THE CITY OF BEACON, ET
AL.* (SUP. CT. DUTCHESS CO. INDEX NOS. 52587/19, *ET SEQ.*)
SETTLEMENT OF 2019-2021 TAX CERTIORARI PROCEEDINGS**

WHEREAS, there are tax certiorari proceedings titled *Mtr. of Allied Waste/Fishkill Avenue Beacon LLC v. Assessor of the City of Beacon, et al.* (Sup. Ct. Dutchess Cty. Index Nos. 52587/19, *et seq.*), pending before the Supreme Court, County of Dutchess (Hon. James V. Brands, J.S.C., presiding); and

WHEREAS, these proceedings challenge the real property tax assessment of a parcel located at 508 Fishkill Avenue, which is identified as Parcel No. 6055-04-639223 on the Tax Map of the City of Beacon; and

WHEREAS, by way of these proceedings, the assessments established by the City of Beacon with respect to said parcel in 2019, 2020 and 2021 have been contested; and

WHEREAS, a settlement has been reached by and between Petitioner Fishkill Avenue Beacon LLC and the City of Beacon providing for a disposition of these proceedings; and

WHEREAS, a proposed Stipulation of Settlement and Order effectuating the settlement terms has been prepared, subject to the approval of the City Council; and

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

WHEREAS, under the settlement terms, the City of Beacon will be liable for a City tax refund in the projected amount of Twenty-Five Thousand Nine Hundred Nineteen and 63/100 (\$25,919.63) Dollars;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the settlement of these tax certiorari proceedings so that the following adjustments are made to the 2019, 2020 and 2021 assessments of the above-described tax parcel:

<u>Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2019	\$ 5,050,000	\$ 4,350,000	\$ 700,000
2020	\$ 5,050,000	\$ 4,263,000	\$ 787,000
2021	\$ 5,050,000	\$ 4,350,000	\$ 700,000

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

Resolution No. <u>164</u> of 2021			Date: <u>December 20, 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
12/20/2021

Title:

Resolution No. 165 - Authorizing the City Administrator to Sign a Grant Agreement with Compass Arts Creativity Project, Inc. for ADA Accessibility Infrastructure at 333 Fishkill Avenue

ATTACHMENTS

Resolution No. 165 - Authorizing the City Administrator to Sign a Grant Agreement with Compass Arts Creativity Project, Inc. for ADA Accessibility Infrastructure at 333 Fishkill Avenue

Community Facility Grant Application from Owners of 333 Fishkill Avenue



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 165 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH COMPASS ARTS CREATIVITY PROJECT, INC. FOR
ACCESSIBLE CHAIRLIFTS AT 333 FISHKILL AVENUE**

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, Compass Arts Creativity Project, Inc., owners of 333 Fishkill Avenue, have submitted a CFGP application to fund accessible chairlifts; and

WHEREAS, the application is consistent with the eligibility guidelines established for this grant program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby awards up to twelve thousand nine hundred seventy-five dollars (\$12,975) through the Community Facilities Grant Program to Compass Arts Creativity Project, Inc. for purposes of façade improvements at the property located at 333 Fishkill Avenue and authorizes the City Administrator to execute a grant agreement for the funding award.

Resolution No. 165 of 2021			Date: <u>December 20, 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					

Gina Samardge
Compass Arts Creativity Project, Inc.
53 Russell Av.
Beacon, NY 12508

November 29, 2021

Christopher White
City Administrator
One Municipal Plaza, Suite One
Beacon, NY 12508

Dear Mr. White,

My name is Gina Samardge and I am the founder and director of Compass Arts Creativity Project, Inc., a 501(c)(3) non-profit operating their services in Beacon, NY. Our organization is requesting \$12,975 from the City of Beacon Community Facilities Grant Program for accessibility measures in our new commercial space located at 333 Fishkill Ave. This is an updated request per our email exchange, as the chairlift company has had an increase in their pricing.

The commercial building at 333 Fishkill Ave has a split level entrance with staircases going both up and down from the entrance. This is the only way to access our classroom spaces, making our programs and services inaccessible to non-ambulatory people within and beyond our community. We would like to install chairlifts on both staircases in order to make our space and our services fully accessible to all of our community regardless of their ability. Attached you will find an updated quote from Northeast Mobility Solutions, LLC for the purchase of 2 chairlifts and their installation on both staircases at 333 Fishkill Ave., as well as our 501(c)(3) determination letter from the IRS. If you have any further questions, please do not hesitate to reach out.

Thank you so much for providing this resource to organizations like ours so that we might better serve the City of Beacon.

Sincerely,
Gina Samardge
Founder and Director
Compass Arts Creativity Project, Inc.
917-648-4454
Gina@CompassArts.org

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 166 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 139-141 Main Street

ATTACHMENTS

Resolution No. 166 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 139-141 Main Street

Community Facility Grant Application from The Lindley Todd LLC for Facade Improvements at 139 - 141 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 166 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH THE LINDLEY TODD LLC FOR FAÇADE
IMPROVEMENTS AT 139 - 141 MAIN STREET**

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 Lindley Todd LLC, owners of 139 - 141 Main Street, which is located in the Historic District and Landmark Overlay (“HDLO”) Zone, have submitted a CFGP application to partially fund façade improvements; and

WHEREAS, the application is consistent with the eligibility guidelines established for this grant program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby awards up to twenty thousand dollars (\$20,000) through the Community Facilities Grant Program to The Lindley Todd LLC for purposes of façade improvements at the property located at 139 - 141 Main Street and authorizes the City Administrator to execute a grant agreement for the funding award.

Resolution No. 166 of 2021			Date: <u>December 20, 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							

Date: December 2, 2021

To: Christopher White, City Administrator

From: Joe and Jinny Donovan

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 of 139 Main Street in the HDLO District. This letter is our application for funds from the City of Beacon Community Facilities Grant Program for 'Facade Improvements and Capital Improvements to historic structures.'

We are requesting \$50,000 towards the cost of the 139 Main Street facade restoration, including:

- 50 foot granite facade restoration
 - 35 foot entry windowed arch repair
 - New installation of entry doors
 - New entry at 141 Main Street (refer to approved ARB submission 11/9/2021, attached).
- Total exterior work on Main Street is expected to exceed \$100,000.

If this proposal is in keeping with the guidelines of the City Council, we are happy to provide project estimates and accompanying details. We are grateful to be considered for the grant program.

Thank you,

Joe and Jinny Donovan
4 Cross Street
Beacon, NY 12508
646-284-3118

cc: Lee Kyriacou, Mayor and City Council
mayor@beaconny.gov
cityofbeacon@beaconny.gov
cwhite@beaconny.gov

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 167 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 142 Main Street

ATTACHMENTS

Resolution No. 167 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 142 Main Street

Community Facility Grant Application from Owners of 142 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 167 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH THE LINDLEY TODD LLC FOR FAÇADE
IMPROVEMENTS AT 142 MAIN STREET**

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 Lindley Todd LLC, owners of 142 Main Street, which is located in the Historic District and Landmark Overlay (“HDLO”) Zone, have submitted a CFGP application to partially fund façade improvements; and

WHEREAS, the application is consistent with the eligibility guidelines established for this grant program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby awards up to twenty thousand dollars (\$20,000) through the Community Facilities Grant Program to The Lindley Todd LLC for purposes of façade improvements at the property located at 142 Main Street and authorizes the City Administrator to execute a grant agreement for the funding award.

Resolution No. 167 of 2021				Date: <u>December 20, 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							

Date: December 2, 2021

To: Christopher White, City Administrator

From: Joe and Jinny Donovan

Re: City of Beacon Community Facilities Grant Program

Dear Mr. White,

We are building owners on Main Street in the HDLO District. This letter is our application for funds from the City of Beacon Community Facilities Grant Program for 'Facade Improvements and Capital Improvements to historic structures.'

The buildings located at 142 Main Street and 150 Main Street both require a significant capital investment in new windows to maintain the long term integrity of the building. Both buildings are at highly visible locations and the installation of new windows will be a noticeable improvement to the appearance of the buildings from Main Street.

We are requesting \$50,000 towards the cost of the new windows, including:

\$30,000 is requested for 142 Main Street

20 windows (719 to 890. per window plus (approx) \$500 per installation)

Completed work has been estimated at \$37,294.

\$20,000 is requested for 150 Main Street

20 windows (776 per window plus (approx) \$500 per installation)

Completed work has been estimated at \$35,531.

If this proposal is in keeping with the guidelines of the City Council, we are happy to provide project estimates and accompanying details. We are grateful to be considered for the grant program.

Thank you,

Joe and Jinny Donovan

4 Cross Street

Beacon, NY 12508

646-284-3118

cc: Lee Kyriacou, Mayor and City Council

mayor@beaconny.gov

cityofbeacon@beaconny.gov

cwhite@beaconny.gov

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 168 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 150 Main Street

ATTACHMENTS

Resolution No. 168 - Authorizing the City Administrator to Sign a Grant Agreement with The Lindley Todd LLC for Facade Improvements at 150 Main Street

Community Facility Grant Application from the Owners of 150 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 168 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH THE LINDLEY TODD LLC FOR FAÇADE
IMPROVEMENTS AT 150 MAIN STREET**

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 Lindley Todd LLC, owners of 150 Main Street, which is located in the Historic District and Landmark Overlay (“HDLO”) Zone, have submitted a CFGP application to partially fund façade improvements; and

WHEREAS, the application is consistent with the eligibility guidelines established for this grant program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby awards up to ten thousand dollars (\$10,000) through the Community Facilities Grant Program to The Lindley Todd LLC for purposes of façade improvements at the property located at 150 Main Street and authorizes the City Administrator to execute a grant agreement for the funding award.

Resolution No. 168 of 2021			Date: <u>December 20, 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							

Date: December 2, 2021

To: Christopher White, City Administrator

From: Joe and Jinny Donovan

Re: City of Beacon Community Facilities Grant Program

Dear Mr. White,

We are building owners on Main Street in the HDLO District. This letter is our application for funds from the City of Beacon Community Facilities Grant Program for 'Facade Improvements and Capital Improvements to historic structures.'

The buildings located at 142 Main Street and 150 Main Street both require a significant capital investment in new windows to maintain the long term integrity of the building. Both buildings are at highly visible locations and the installation of new windows will be a noticeable improvement to the appearance of the buildings from Main Street.

We are requesting \$50,000 towards the cost of the new windows, including:

\$30,000 is requested for 142 Main Street

20 windows (719 to 890. per window plus (approx) \$500 per installation)

Completed work has been estimated at \$37,294.

\$20,000 is requested for 150 Main Street

20 windows (776 per window plus (approx) \$500 per installation)

Completed work has been estimated at \$35,531.

If this proposal is in keeping with the guidelines of the City Council, we are happy to provide project estimates and accompanying details. We are grateful to be considered for the grant program.

Thank you,

Joe and Jinny Donovan

4 Cross Street

Beacon, NY 12508

646-284-3118

cc: Lee Kyriacou, Mayor and City Council

mayor@beaconny.gov

cityofbeacon@beaconny.gov

cwhite@beaconny.gov

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 169 - Authorizing the City Administrator to Sign a Grant Agreement with The Hose Company, LLC for Facade Improvements at 162 Main Street

ATTACHMENTS

Resolution No. 169 - Authorizing the City Administrator to Sign a Grant Agreement with The Hose Company, LLC for Facade Improvements at 162 Main Street

Community Facility Grant Program Application from the Owners of 162 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 169 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH THE HOSE COMPANY, LLC FOR FAÇADE
IMPROVEMENTS AT 162 MAIN STREET**

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 Hose Company, LLC, owners of 162 Main Street, which is located in the Historic District and Landmark Overlay (“HDLO”) Zone, have submitted a CFGP application to partially fund façade improvements; and

WHEREAS, the application is consistent with the eligibility guidelines established for this grant program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby awards up to fifteen thousand dollars (\$15,000) through the Community Facilities Grant Program to The Hose Company, LLC for purposes of façade improvements at the property located at 162 Main Street and authorizes the City Administrator to execute a grant agreement for the funding award.

Resolution No. 169 of 2021			Date: <u>December 20, 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							

Eye Zen, Inc.



12 Wintergreen Avenue
Newburgh, New York 12550
914 299-0190
howard@eyezeninc.com

10-30-2021

Hose Company LLC / Hudson Beach Glass
162 Main St.
Beacon, NY 12508

Attn: Michael Benzer & John Gilvey

Estimate for work at the above address

North Elevation

- | | |
|---|------------|
| - Labor to install owner supplied 1 st floor exterior door | \$850.00 |
| - Furnish & install 2 nd floor steel exterior door | \$2,050.00 |

East Elevation

- | | |
|--|------------|
| - Furnish and install 2 Weather Shield 3'-0" x 6'-8" exterior doors with mulled transoms to replace existing doors, including new interior and exterior trim | \$9,550.00 |
| - Repair and repoint masonry on 2 nd and 3 rd floor as required to mitigate damage from earthquake | \$1,450.00 |
| - Labor and materials to install owner supplied sign | \$550.00 |
| - Remove and replace failed 7/8" thick tempered insulated glass to replace existing panel that has a failed seal | \$1,350.00 |

South Elevation

- | | |
|--|------------|
| - Labor and materials to install owner supplied sign | \$550.00 |
| - Furnish and install new gutter above garage door | \$575.00 |
| - Remove and replace failed 7/8" thick tempered insulated glass to replace existing panel that has a failed seal | \$850.00 |
| - Remove sidewalk steel basement access doors, repair brick and masonry at stairs and reinstall steel doors | \$1,950.00 |

West Elevation

- | | |
|--|----------|
| - Labor and materials to install owner supplied sign | \$550.00 |
|--|----------|

Notes

- Building owner is responsible for furnishing materials as specified above.
- Building owner is responsible for any building permits and/or approvals from the City of Beacon

Note: Requested Total- \$20,275

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 170 - Authorizing the City Administrator to Sign a Grant Agreement with 478 Main Street, LLC for Facade Improvements at 478-482 Main Street

ATTACHMENTS

Resolution No. 170 - Authorizing the City Administrator to Sign a Grant Agreement with 478 Main Street, LLC for Facade Improvements at 478-482 Main Street

Community Facility Grant Program Application from the Owners of 478-482 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 170 OF 2021

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH 478 MAIN STREET, LLC FOR FAÇADE
IMPROVEMENTS AT 478 - 482 MAIN STREET**

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, 478 Main Street, LLC, owners of 478 - 482 Main Street, which is located in the Historic District and Landmark Overlay (“HDLO”) Zone, have submitted a CFGP application to partially fund façade improvements; and

WHEREAS, the application is consistent with the eligibility guidelines established for this grant program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby awards up to eighteen thousand dollars (\$18,000) through the Community Facilities Grant Program to 478 Main Street, LLC for purposes of façade improvements at the property located at 478 - 482 Main Street and authorizes the City Administrator to execute a grant agreement for the funding award.

Resolution No. 170 of 2021			Date: <u>December 20, 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							

Date: November 15, 2021

To: Christopher White, City Administrator

From: Paul & Gina DiPaterio

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 Historic District. This letter of intent is our application to apply for funds from the City of Beacon Community Facilities Grant Program. We have three beautiful store fronts that require capital façade improvements. Our building 478-82 Main Street which we acquired in 2018 needs painting and new windows. We are so happy to be included in this grant and very much appreciate every possible consideration.

Based on preliminary estimates and our own research, we are requesting the following funds to address these costs:

- Painting: Complete job is estimated at \$9,000. See attached invoice.

(13 gallons of paint x \$50. + hydraulic lift rental \$1,500.00)

- Windows: Complete job is estimated at \$24,000

16 large windows all 3' x 6' which is a custom size. (\$1000 per window and (approx.) \$500 per installation

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.

Warm Regards,

Gina DiPaterio Paul DiPaterio

Paul & Gina DiPaterio

478 Main St. LLC 4 Chardonnay Rd. Cortlandt Manor, NY 10567

914-954-4303 914-954-6023

cc. Lee Kyriacou, Mayor and City Council

cwhite@beaconny.gov

mayor@beaconny.gov

cityofbeacon@beaconny.gov

City of Beacon City Council Agenda
12/20/2021

Title:

Resolution No. 171 - Postponing a Public Hearing for a Proposed Local Law To Amend Chapter 223, Section 24.1 And Section 14 And Chapter 223 Attachment 1, Attachment 2 And Attachment 3 Concerning Accessory Apartments

ATTACHMENTS

Resolution No. 171 - Postponing a Public Hearing for a Proposed Local Law To Amend Chapter 223, Section 24.1 And Section 14 And Chapter 223 Attachment 1, Attachment 2 And Attachment 3 Concerning Accessory Apartments



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 171 OF 2021

**RESOLUTION POSTPONING A PUBLIC HEARING FOR A PROPOSED LOCAL LAW
TO AMEND CHAPTER 223, SECTION 24.1 AND SECTION 14 AND CHAPTER 223
ATTACHMENT 1, ATTACHMENT 2 AND ATTACHMENT 3 CONCERNING
ACCESSORY APARTMENTS**

NOW THEREFORE BE IT RESOLVED, that the City of Beacon City Council hereby postpones the January 18, 2022 public hearing for the proposed Local Law to Amend Chapter 223, Section 24.1 and Section 14 and Chapter 223 Attachment 1, Attachment 2 and Attachment 3 concerning accessory apartments, without setting a new date, and when scheduled, shall be re-noticed.

Resolution No. <u>171</u> of 2021			Date: <u>December 20, 2021</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

**City of Beacon City Council Agenda
12/20/2021**

Title:

City Council Meeting Minutes December 6, 2021

ATTACHMENTS

[City Council Meeting Minutes December 6, 2021](#)



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

**December 6, 2021
7:00 PM
City Council Agenda**

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. A video recording of the meeting is available at https://vimeo.com/654097635?embedded=true&source=video_title&owner=1296488. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

Mayor Lee Kyriacou
Councilmember 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

Also Present

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

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

[Notice of Meeting Location December 6, 2021](#)

Public Hearings

[Proposed Local Law to Amend Chapter 223, Section 24.1 and Section 14, and Chapter 223 of the Code of the City of Beacon Regarding Accessory Dwelling Units](#)

Motion to open the Public Hearing by Councilmember Aymar-Blair

Second by Councilmember McCredo

Motion passes 7 – 0

Motion to adjourn January 18, 2022 by Councilmember Aymar-Blair

Second by Councilmember Mansfield

Motion passes 7 - 0

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 150 - Approving the 2022 General City Budget, Water Budget, and Sewer Budget](#)

Motion to amend the 2022 General City Budget per Appendix A by Councilmember McCredo

Second by Councilmember Nelson

Motion 7 – 0

Motion to pass the resolution by Councilmember McCredo

Second by Councilmember Grant

Motion passes 7 – 0

2. [Resolution No. 151 - Approving the Appointment of Benjamin Swanson to the Position of Secretary to City Mayor](#)

Motion to pass the resolution by Councilmember Grant

Second by Councilmember McCredo

Motion passes 7 – 0

3. [Resolution No. 152 - Approving the Reappointment of Michelle Rios to the Board of Assessment Review](#)

Motion to pass the resolution by Councilmember Nelson

Second by Councilmember Mansfield

Motion passes 6 – 0 (Councilmember Aymar-Blair Abstained)

4. [Resolution No. 153 - Authorizing the City Administrator to Sign a Sewer Capacity Reservation Agreement with Wind River Environmental, LLC for Disposal of Filtrate](#)

Motion to pass the resolution by Councilmember Grant

Second by Councilmember Aymar-Blair

Motion passes 7 – 0

5. [Resolution No. 154 - Authorizing the City Administrator to Sign an Agreement with Panichi Holding Corp. d/b/a Royal Carting for Refuse Collection Services](#)

Motion to pass the resolution by Councilmember Mansfield

Second by Councilmember Aymar-Blair

Motion passes 7 – 0

6. [Resolution No. 155 - Authorizing the City Administrator to Sign an Agreement with E-Nable Business Solutions for Information Technology Services](#)

Motion to pass the resolution by Councilmember Grant

Second by Councilmember McCredo

Motion passes 7 – 0

7. [Resolution No. 156 - Setting a Public Hearing for December 20, 2021 for a Proposed Local Law to Add Stop Signs at Certain Intersections](#)

Motion to pass the resolution by Councilmember Grant

Second by Councilmember Nelson

Motion passes 7 – 0

Approval of Minutes

1. [City Council Meeting Minutes November 15, 2021](#)

2nd Opportunity for Public Comments Executive

Session

1. [Personnel and Litigation](#)

Motion to enter Executive Session by Councilmember McCredo

Second by Councilmember Grant

Motion passes 7 – 0

Adjournment

Motion to adjourn by Councilmember McCredo

Second by Councilmember Rhodes

Motion passes 7 - 0

**CITY OF BEACON
CHANGES TO 2022 TENTATIVE BUDGET**

	Introduced Budget Presented 10/04/21	Updated Amended Budget 12/06/21	Change
General Fund Expense:			
A3120 101000 POLICE - REGULAR SALARIES	2,358,516	2,422,233	63,717
A3120 108001 POLICE - HOLIDAY PAY	108,805	111,390	2,585
A3130 101000 DETECTIVE - REGULAR SALARIES	586,018	600,508	14,490
A3130 108001 DETECTIVE - HOLIDAY PAY	27,047	27,716	669
A3130 105202 DETECTIVE - ON-CALL STIPEND	10,400	15,600	5,200
 A1990 400001 CONTINGENCY FUND	 547,900	 461,239	 <u>(86,661)</u>
 A1010 470000 COUNCIL - PARTICIPATORY BUDGETING	 -	 10,000	 10,000
A1420 450401 LAW - TENANT ADVOCACY SERVICES	-	25,000	25,000
 Net effect of General Fund Expense budget changes increase/(decrease)			 <u><u>35,000</u></u>