



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**May 22, 2023
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Presentation of the Proposed 2024-2028 Capital Program](#)

Public Comment

Public Hearings

[Public Hearing for Proposed Local Law No. 2 of 2023 Regarding Stop Signs and Parking Restrictions](#)

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 53 - Appointing Jennifer McGuire to the Position of Account Clerk Typist](#)
2. [Resolution No. 54 - Appointing Amanda Caputo as Temporary City Clerk](#)
3. [Resolution No. 55 - Awarding General Construction Contract for the Addition and Renovation to Beacon Fire Station Project](#)
4. [Resolution No. 56 - Awarding Mechanical Contract for the Addition and Renovation to Beacon Fire Station Project](#)
5. [Resolution No. 57 - Awarding Plumbing Contract for the Addition and Renovation to Beacon Fire Station Project](#)
6. [Resolution No. 58 - Awarding Electrical Contract for the Addition and Renovation to Beacon Fire Station Project](#)
7. [Resolution No. 59 - Awarding Fire Sprinkler Contract for the Addition and Renovation to Beacon Fire Station Project](#)
8. [Resolution No. 60 - Awarding Geothermal Contract for the Addition and Renovation to Beacon](#)

Fire Station Project

9. Resolution No. 61 - Awarding Sitework Contract for the Addition and Renovation to Beacon Fire Station Project
10. Resolution No. 62 - Authorizing the City Administrator to Execute an Agreement with Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. for Special Inspection Materials Testing Services on the Addition & Renovation for Beacon Fire Station Project
11. Resolution No. 63 - Setting a Public Hearing for Proposed Local Law No. 3 of 2023 Concerning the Temporary Conversion of South Avenue to a One-Way Street of Traffic Between Main Street and Beacon Street and to Temporarily Repeal Certain Parking Restrictions Along South Avenue
12. Resolution No. 64 - Adopting a Home Rule Request for the Enactment and Adoption by the New York State Assembly and Senate of Bills Authorizing the City of Beacon to Impose a Hotel and Motel Tax
13. Resolution No. 65 - Urging the New York State Legislature to Adopt A7208/S6893 to Make Unlawful the Discharge of Radiological Substances into the Hudson River in Connection with the Decommissioning of a Nuclear Power Plant

Approval of Minutes

1. May 1, 2023 Special Meeting Minutes
2. May 8, 2023 Minutes

Public Comment - Second Opportunity

Adjournment

City of Beacon City Council Agenda
05/22/2023

Title:

Presentation of the Proposed 2024-2028 Capital Program

ATTACHMENTS

[Proposed 2024-2028 Capital Program](#)

CITY OF BEACON

CAPITAL PROGRAM 2024-2028

			2024	2025	2026	2027	2028
	DESCRIPTION OF ITEMS						
GENERAL FUND							
FIRE DEPARTMENT							
	Addition and Renovation to the Beacon Fire Station		4,200,000				
ROAD RECONSTRUCTION							
	Milling & Paving Streets		500,000	500,000	500,000	500,000	500,000
CITY BUILDINGS & LOTS							
	Mill, Pave & Restripe Van Nydek Parking Lot			47,250			
	Mill, Pave & Restripe City Hall Lots				73,500		
SIDEWALKS							
	Main Street Sidewalk & Tree Replacement		180,000				
	South Avenue Sidewalks (Phase 2)		320,000				
HIGHWAY DEPARTMENT							
	1-Ton Dump Truck with Plow		80,000				
	Dump Truck/Plow/Sander			383,250			
	Salt Brine Maker - Advantage			84,000			
	Front End Loader - John Deere				273,000		
	Dump Truck/Plow/Sander				340,000		
	Backhoe - John Deere					180,000	
	1-Ton Dump Truck with Plow					84,000	
	1-Ton Dump Truck with Plow					84,000	
	Skidsteer						94,500
	Street Sweeper						393,750
	Dump Truck/Plow/Sander						393,750

	DESCRIPTION OF ITEMS		2024	2025	2026	2027	2028
PARKS & RECREATION DEPARTMENT							
	Memorial Park- Wee Play Area Rehabilitation		100,000				
	South Avenue Park- Retaining Wall and Court Rehabilitation		120,000				
	Memorial Park- Hilltop Pavillion (increase in scope)			52,500			
	Riverfront Park- Court & Parking Reconstruction			1,575,000			
	USC- Pool Restoration - Fiberglass				210,000		
	Memorial Park- Walkway				525,000		
	Riverfront Park & Memorial Park- Splash Pads					210,000	
	Riverfront Park & Memorial Park- Playgrounds					420,000	
	Community Center						5,250,000
POLICE DEPARTMENT							
	Patrol Vehicle - Interceptor (Hybrid)		75,100				
	Patrol Vehicle - Interceptor (Hybrid)		75,100				
	Street Camera - Main Street - 9D		14,500				
	Locker Room Improvement			133,700			
	Patrol Vehicle - Interceptor (Hybrid)				87,200		
	Unmarked Vehicle - Mach E (Electric)				79,100		
	Street Camera - Main Street and Tioronda Avenue				20,600		
	Street Camera - 285 Main Street					18,100	
	Unmarked Vehicle - Mach E (Electric)					85,400	
	Unmarked Vehicle - Mach E (Electric)					85,400	
	Unmarked Vehicle - Mach E (Electric)						91,400
	Street Camera - Main Street at Mase Hook & Ladder						17,400
	Patrol Vehicle - Interceptor (Hybrid)						100,800
Subtotal General Fund			5,664,700	2,775,700	2,108,400	1,666,900	6,841,600

			2024	2025	2026	2027	2028
	DESCRIPTION OF ITEMS						
	WATER FUND						
	EQUIPMENT						
	Helen Court Pump Station- Generator		100,000				
	Vacuum Truck				567,000		
	WATER SUPPLY						
	Mt. Beacon Water Storage Tank- Construction			1,365,000			
	Well # 1 Investigation			47,250			
	WATER PLANT						
	High Lift Pump # 4- Engineering			50,000			
	High Lift Pump # 4- Construction				241,500		
	Subtotal Water Fund		100,000	1,462,250	808,500	-	-
	SEWER FUND						
	WASTEWATER TREATMENT PLANT						
	Aeration Tanks Repair/Air System Upgrade Engineering			65,000			
	Aeration Tanks Repair/Air System Upgrade Construction				1,300,000		
	SANITARY SEWER SYSTEM						
	Sanitary Sewer Replacement Fishkill Avenue - Design & Construction		1,200,000				
	West Main Pump Station (Additional Funds)		200,000				
	West Main Force Main (Additional Funds)		400,000				
	Monell Pump Station- Engineering		100,000				
	Monell Pump Station- Construction				400,000		
	Subtotal Sewer Fund		1,900,000	65,000	1,700,000	-	-
	GRAND TOTAL		7,664,700	4,302,950	4,616,900	1,666,900	6,841,600

City of Beacon City Council Agenda
05/22/2023

Title:

Public Hearing for Proposed Local Law No. 2 of 2023 Regarding Stop Signs and Parking Restrictions

ATTACHMENTS

Proposed Local Law No. 2 of 2023 Regarding Stop Signs and Parking Restrictions

Traffic and Parking Safety Committee Recommendations Regarding Parking and Roadway
Signage

PROPOSED LOCAL LAW NO. 2 OF 2023

**CITY COUNCIL
CITY OF BEACON**

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

A LOCAL LAW to amend Chapter 211 of the Code of the City of Beacon concerning stop signs on DeWindt Street and parking restrictions on East Main Street.

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 DeWindt Street at the intersection of South Walnut Street for both direction of travel on DeWindt Street:

§ 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>DeWindt Street</u>	<u>Both</u>	<u>South Walnut</u>

Section 2. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to prohibit parking on the Northside of East Main Street between Mountain Lane and Shea Lane as follows:

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

...

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

Name of Street	Side	Location
<u>East Main Street</u>	<u>North</u>	<u>From Mountain Lane to Pocket Road</u>
East Main Street	East <u>South</u>	From Pocket Road to Mountain Lane

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

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

Section 5. Severability.

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 6. Effective date.

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



CITY OF BEACON New York

PARKING AND TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

TO: Mayor Kyriacou and City Council

FROM: Benjamin Swanson, Secretary to the Parking and Traffic Safety Committee

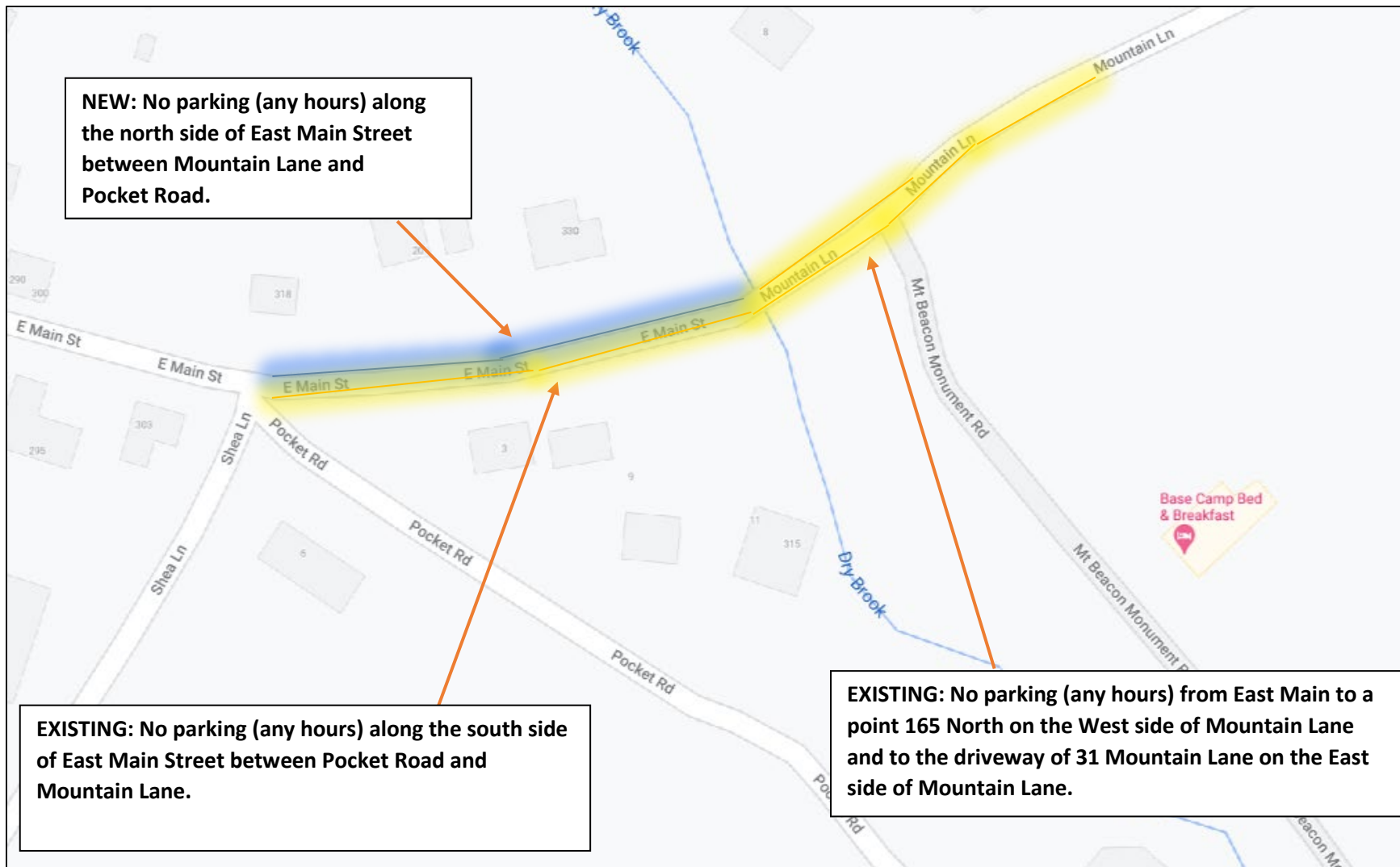
RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic

DATE: April 26, 2023

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. Adding two stop signs to change the intersection of South Walnut Street and Dewindt Street from a two-way stop to a four-way stop intersection.



2. Adding a no-parking zone on East Main Street between Pocket Road and Mountain Lane on the North side.

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 53 - Appointing Jennifer McGuire to the Position of Account Clerk Typist

ATTACHMENTS

[Jennifer McGuire Resume](#)

[Director of Finance Memorandum Regarding the Appointment of Jennifer McGuire to the Position of Account Clerk Typist](#)

[Resolution Appointing Jennifer McGuire to the Position of Account Clerk Typist](#)

JENNIFER L. MCGUIRE

Phone: [REDACTED]

Email: [REDACTED]

Experience

08/21-present JLM BOOKKEEPING SOLUTIONS, LLC, Beacon, NY

08/21-present Owner/Virtual Bookkeeping Professional

- Reconcile business checking, credit card and line of credit accounts on a monthly basis
- Consult and coordinate with clients to create a customized process, including set up of chart of accounts, financial statements and insurance audits
- Prepare monthly financial statements for various clients
- Prepare custom weekly client cashflow reporting
- Process weekly payroll
- 1099 Filing
- Process accounts receivable and accounts payable

09/19-04/21 PZENA INVESTMENT MANAGEMENT, New York, NY

09/19-04/21 Portfolio Accountant

- Reconciled all cash, transactions, holdings and accrued income for domestic and multi-currency portfolios on a monthly basis
- Communicated with custodian banks to resolve discrepancies
- Opened and closed client accounts, including coordination and execution of new account paperwork and validation of asset transfers in and out of firm
- Provided operational support to Portfolio Managers and Marketing
- Handled daily position, cash and performance analysis
- Handled client inquiries
- Created and managed client custom reports

01/12-09/19 ALLIANCE BERNSTEIN, LLC/W.P. STEWART, New York, NY

01/12-09/19 Associate Portfolio Manager/Private Client Associate

- Handled all client inquiries
- Managed all aspects of client cash outflows, including raising cash, trade execution and wiring funds
- Managed all aspects of client cash inflows, including rebalancing of portfolio to target weighting
- Opened and closed client accounts, including coordination and execution of new account paperwork
- Implemented Portfolio Manager decisions including trade allocations, guideline and compliance adherence and execution monitoring
- Rebalanced portfolios to model/target weights
- Provided operational, analytical and trading support to Portfolio Managers
- Provided service and support to Financial Advisors
- Handled daily position, cash and performance analysis
- Assisted marketing with client presentations
- Reviewed all marketing materials and client performance reports

02/09-12/11 EVERCORE ASSET MANAGEMENT, New York, NY

- 02/09-12/11 Investment Operations Manager
- Managed and coordinated daily interaction with outsourced service providers, including BNY Mellon (back office support), Tourmaline Partners, LLC (trading), ISS (proxy voting) and EZE Castle Software (Order Management System)
 - Implemented and oversaw Portfolio Manager decisions including trade allocations, guideline and compliance adherence and execution monitoring
 - Provided operational, analytical and trading support to Portfolio Managers
 - Handled daily position, cash and performance analysis
 - Responsible for monitoring and reviewing all proxy voting and corporate actions
 - Monitored and reviewed commissions, manage soft dollar budgets and conduct monthly soft dollar reconciliation
 - Assisted marketing with client presentations and RFPs
 - Reviewed all marketing materials and client performance reports
 - Handled all opening and closing procedures for each trading day

06/06-02/09 AG ASSET MANAGEMENT, New York, NY

- 06/06-02/09 **Vice President, Distribution Management Operations/Wrap Trading and Operations**
- Designed, developed and implemented the Distribution Management System
 - Developed and implemented all distribution management operational procedures
 - Coordinated with trading room, brokers and outside counsel to sell restricted securities
 - Prepared paperwork for sales of restricted stock (Rule 144, 144K, 145 and S3)
 - Coordinated trade settlement of physical stock with brokers and custodians
 - Reviewed all account reconciliations between portfolio accounting system and custodial records
 - Maintained and review hypothetical account transactions which are used as a benchmark versus actual portfolio returns
- Wrap Trading and Operations**
- Responsible for the reconciliation of \$250M in WRAP accounts using the Security APL system
 - Processed daily WRAP transactions such as cash withdrawals, deposits, security additions & withdrawals and tax loss requests
 - Generated and executed WRAP block trades and account maintenance trades on various platforms
 - Maintained sponsor rotation for WRAP accounts
 - Analyzed WRAP dispersion and outlier reports, ensuring all accounts were properly invested according to the corresponding model
 - Maintained quality control of prior days WRAP trades using over 15 different sponsor operating systems
 - Implemented portfolio manager decisions including trade allocations, wrap orders, guideline adherence, execution monitoring and compliance with firm's trading rotation
 - Provided trading and operational support to portfolio managers, analysts and traders

8/94-6/06 CREDIT SUISSE ASSET MANAGEMENT, LLC, New York, NY

- 11/99-6/06 **Assistant Vice President, Post Venture/Distribution Management Administration**
- Supervised team of administrators on daily operations
 - Coordinated with trading room, brokers and outside counsel to sell restricted securities
 - Prepared paperwork for sales of restricted stock (Rule 144, 144K, 145 and S3)
 - Coordinated trade settlement of physical stock with brokers and custodians
 - Reviewed all account reconciliations between portfolio accounting system and custodial records
 - Maintained and reviewed hypothetical account transactions which are used as a benchmark versus actual portfolio returns
 - Instrumental in the design, development and implementation of the Sales and Distribution Management System

1/97-11/99	Team Leader, Fund Administration	
	• Supervised administration of mutual funds and fund administrators • Projected daily cash positions for fund managers based on trade settlement and investment income • Monitored and analyzed available cash, Repo rates and Repo Collateral • Performed daily, monthly and quarterly reconciliations for all funds • Acted as liaison between Portfolio Managers, Corporate Actions Department and Custodians to monitor inflows and outflows of cash and stock • Secured lines of credit for all overdrawn funds • Created and maintained fund information systems with MIS department, including Funds Distribution Database and 12B-1 Reporting System • Reviewed and approved all advisory and quarterly dealer fees • Responsible for all dealer inquiries regarding payment status and fees	
8/94-1/97	Client Services Associate, Operations	
	• Entered daily trade tickets • Prepared and voted proxies • Monitored trade settlement • Prepared monthly reconciliations of investment income • Participated in the preparation of monthly client appraisal packages	
9/93-8/94	BLACKROCK FINANCIAL MANAGEMENT, New York, NY	
9/93-8/94	Analyst Assistant	
	• Responsible for the daily administration of various institutional accounts • Prepared monthly Net Asset Valuation reports for diverse private accounts • Assisted in the calculation and reporting of portfolio total returns • Performed monthly reconciliation of custodian bank transactions and asset holdings to the internal record keeping system • Prepared analyses for internal review purposes	
11/91-9/93	THE FIRST BOSTON CORPORATION, New York, NY	
11/91-9/93	Customer Accounts Analyst	
	• Opened and maintained customer accounts • Researched inquiries regarding account status and delivery instructions • Assigned and updated the Firm's numerical identification systems for all accounts • Maintained extensive telephone contact with the company's branch representatives, brokers and sales assistants • Responsible for even distribution of workflow within the department	
Professional Licenses	Series 7	August 2014 - September 2019
	Series 63	November 2014 - September 2019
	QuickBooks Online Certified ProAdvisor	August 2021 - current
Skills	Electra Reconciliation, Indata (Portfolio Accounting System), Moxy (Order Entry System), APX, EZE Castle (Order Entry System), Security APL and GIM II, Bloomberg, Microsoft Word, Excel, PowerPoint, Outlook, ISS ProxyExchange Proprietary Software: AIMS (Account Information Management System), BEAMS and Sales and Distribution Management System	
Languages	Conversational German	
Education	Alfred University, Alfred, NY Concentration: Finance B.S. Degree, Business Administration, January 1991	

Memorandum
Finance Department



To: Chris White

From: Susan Tucker, Director of Finance

Re: Account Clerk Typist

Date: May 15, 2023

Please be advised that on May 4th and May 11th we conducted interview to fill the position of Account Clerk Typist due to the vacancy at City Hall. The interviews were conducted with Sara Morris, Kristine Marino, and myself. Based on the interviews it was our determination to move forward with hiring the following individual to fill the position:

Jennifer McGuire

Thank you!



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 53 OF 2023

APPOINTING JENNIFER MCGUIRE TO THE POSITION OF ACCOUNT CLERK TYPIST

WHEREAS, there is currently a vacancy for the position of Account Clerk Typist; and

WHEREAS, Jennifer McGuire meets the qualifications for the position of Account Clerk Typist and is recommended for appointment to the position by Director of Finance.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Jennifer McGuire to the position of Account Clerk Typist.

Resolution No. 53 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 54 - Appointing Amanda Caputo as Temporary City Clerk

ATTACHMENTS

[Resolution Appointing Amanda Caputo as Temporary City Clerk](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 54 OF 2023

APPOINTING AMANDA CAPUTO AS TEMPORARY CITY CLERK

WHEREAS, the City Clerk's position is presently vacant pursuant to Public Officer Law § 30(1)(b); and

WHEREAS, the position of Deputy City Clerk is also vacant and hence there is no Deputy Clerk to perform such duties upon a vacancy in the City Clerk's office; and

WHEREAS, Amanda Caputo is employed by the City of Beacon as a Municipal Secretary with the City of Beacon Building Department but has previously performed the duties of City Clerk during her tenure as Deputy City Clerk; and

WHEREAS, the need for a temporary appointment of a City Clerk is important and urgent as the City Clerk performs a vital role in the operation of the City government and the Beacon Charter, Beacon Code, and State statutes impose an affirmative duty upon the City Clerk to perform certain actions within specific timeframes as prescribed by law;

WHEREAS, Amanda Caputo is eligible for a temporary appointment to the position of City Clerk until a permanent City Clerk can be hired; and

WHEREAS, as temporary City Clerk, Amanda Caputo would perform the duties of City Clerk as required by Beacon Charter, Beacon City Code, and State statutes until a permanent City Clerk is hired.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Mayor's appointment of Amanda Caputo to the position of temporary City Clerk for the City of Beacon, effective May 22, 2023; and

BE IT FURTHER RESOLVED, such temporary appointment shall terminate upon the hiring of a permanent City Clerk or shall terminate ninety (90) days from its effective date, whichever occurs first.

Resolution No. 54 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 55 - Awarding General Construction Contract for the Addition and Renovation to Beacon Fire Station Project

ATTACHMENTS

Addition & Renovation for Beacon Fire Station Bid Result Presentation

Mitchell Associates Architects, PLLC Bid Award Recommendation Letter Regarding the Addition & Renovation for Beacon Fire Station

The Palombo Group Bid Award Recommendation Letter Regarding the Addition & Renovation for Beacon Fire Station

Resolution Awarding General Construction Contract for the Addition and Renovation to Beacon Fire Station Project

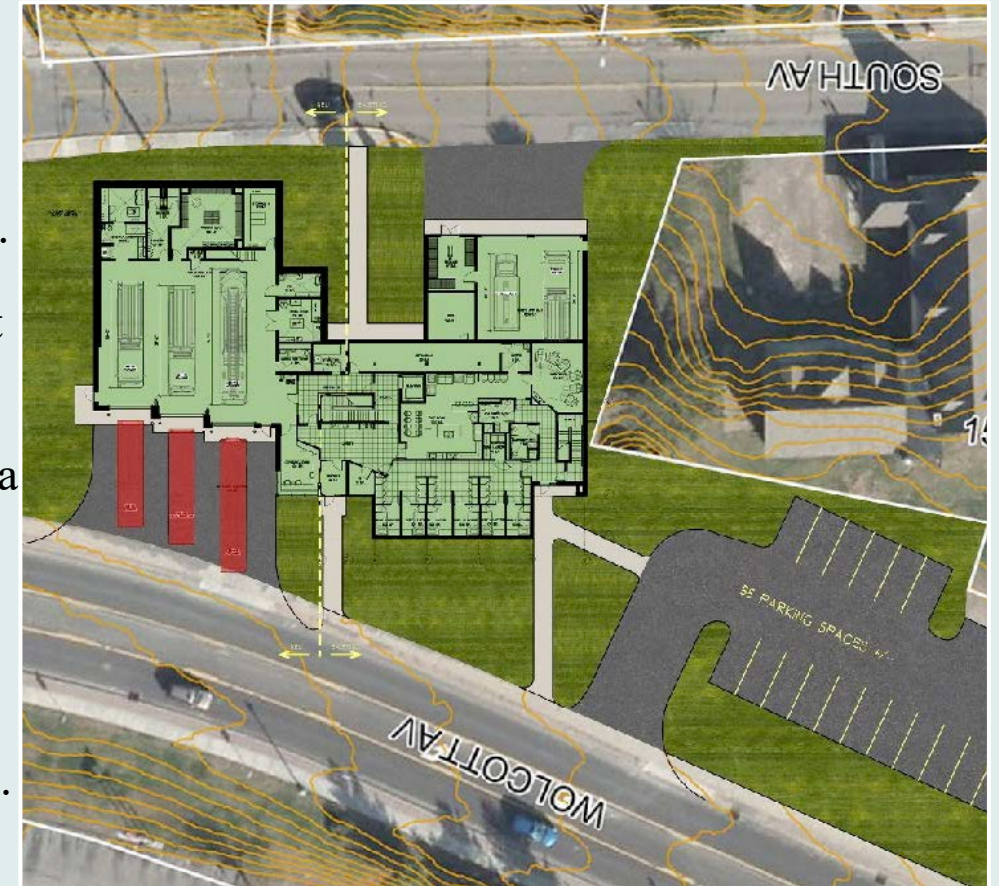


CITY OF BEACON

FIRE STATION RENOVATION AND ADDITION
MAY 15, 2023

SCOPE OF WORK

- The Fire Station will be reoriented so the front faces Wolcott Avenue rather than South Avenue and increase apparatus bays from 3 to 5.
- The approximately 10,000 sf existing facility will receive a complete renovation and a 6,400 sf addition will be constructed on the north side.
- The renovated facility will be energy efficient and fully electric (except backup generators) and feature a geothermal heat pump system.
- The adjacent parking area will be completed renovated and restored as a 50+ spot public parking area (after geothermal wells installed).
- The fire station is being constructed with real brick and quality materials to ensure a long useful life and improved aesthetic appeal.
- The facility will serve as the consolidated single fire station for Beacon. Mase Hook & Ladder will be decommissioned as was Beacon Engine.





PROJECT TIMELINE

- January/February 2023: Hazardous Materials Abatement
- April 2023: Bids Issued for Main Project
- May 1, 2023: Bids Received
- May 22, 2023: Bid Award
- June 6, 2023: Project Mobilization
- August / September 2024: Project Completion

BIDDING PROCESS

- The Bids are broken down into seven packages/ contracts:
 - General Contractor (7 Proposals) / *Mid Hudson Construction Mgt. Inc.*
 - Mechanical Contract (5 Proposals) / *MDS HVAC-R Inc.*
 - Plumbing (5 Proposals) / *S&O Construction Services, Inc.*
 - Electrical (4 Proposals) / *RLJ Electric Corporation*
 - Fire Sprinkler (1 Proposal) / *SRI Fire Sprinkler, LLC*
 - Geothermal Wells (1 Proposal) / *Connecticut Wells Geothermal Services, Inc.*
 - Sitework (3 Proposals) / *Mid Hudson Construction Mgt. Inc. (Same as GC)*
- The City also needs to contract for Independent Materials Testing, for which Tectonic Engineering Consultants was selected based on four cost proposals solicited by The Palombo Group.



COUNCIL ACTIONS

- Award bids for the seven prime contracts (six contractors)
- Authorize agreement with Tectonic Engineering Consultants for Independent Testing Services
- Increase Capital Program for Project from \$10.47 M to \$14.66 M (Propose \$4 Million from Fund Balance)
- (Possible) Pass Local Law converting South Avenue between Main Street and Beacon Street into One-Way Only (going South) and stripe new parking on both sides of street (to replace spots displaced at St. Andrew's Church)



BUILDING A MODERN FIRE STATION THAT RESPECTS BEACON'S PAST



MITCHELL ASSOCIATES ARCHITECTS, PLLC • EMERGENCY SERVICES FACILITIES •

RECOMMENDATION FOR AWARD

Dated: May 11, 2023

To: **Chris White**
City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508

Project Name: Addition & Renovation to Beacon Fire Station

Dear Mr. White,

Pursuant to a successful invitation to bid, Mitchell Associates Architects, PLLC (**MAA**) and The Palombo Group (**TPG**) reviewed all submitted bids for the Beacon Fire Station Project. Bids were reviewed for their completeness and adherence to the project scope along with their submitted paperwork and bonding. The apparent low bidders were as follows:

- | | |
|----------------|---|
| Contract No. 1 | General Construction Contract (GCC)
Mid-Hudson Construction Management - \$6,887,000.00 |
| Contract No. 2 | Mechanical Contract (MC)
MDS - \$1,427,101.00 |
| Contract No. 3 | Plumbing Contract (PC)
S&O Construction - \$758,451.00 |
| Contract No. 4 | Electrical Contract (EC)
RLJ Electric Corp. - \$1,123,000.00 |
| Contract No. 5 | Fire Sprinkler Contract (FSC)
SRI - \$189,000.00 |
| Contract No. 6 | Geothermal Contract (GTC)
Connecticut Wells/Geothermal - \$435,000.00 |
| Contract No. 7 | Sitework Contract (SC)
Mid-Hudson Construction - \$1,514,000.00
<i>Approved subject to contractor modifying their unit prices to conform with the contract documents.</i> |

Upon verification that all apparent low bidder's submittals were complete and in adherence with the project bidding requirements, interviews were organized and led by Tom Chesser of TPG. Mr. Chesser ran a series of well-organized and thorough interviews with all low bidders with participation by members of MAA's office. The interview documents verified that all apparent low

bidder were comfortable with their bids, that they contained all necessary scope to complete the project as pertaining to their specific work and within the required timeline, and that they contained no exclusions or variances from the written project scope.

Each of the apparent low bidders submitted AIA Document A305 – 2020, Contractor's Qualification Statement & completed the Bid Qualification Form that was prepared by TPC, both verbally in an interview as well as in writing at the time of the interview. We find all the information is in order.

While we are not financial experts, no issues seem to be present in the financial information provided in these documents. We recommend the City's attorneys also review these forms for completeness and accuracy.

We recommend that the City of Beacon accept the above bid amounts and award the contracts for construction.

Sincerely,



Robert Mitchell, AIA, NCARB, Principal
Mitchell Associates Architects, PLLC

**Commitment to
Quality
in Construction Management**

May 11, 2023

CONSTRUCTION MANAGEMENT

Mr. Chris White

GENERAL CONTRACTING

City Administrator

DESIGN BUILD

City of Beacon

One Municipal Plaza

Beacon, New York 12508

STRATEGIC PLANNING /
CONSULTING

**Re: Bid Award Recommendation – Addition & Renovation to Beacon
Fire Station, City of Beacon**

FACILITIES MANAGEMENT

Mr. White:

On Monday, May 1st, 2023, bids were received for the above referenced project. The following is our bid award recommendation for the Multiple Prime Contracts.

THE PALOMBO GROUP

SUMMARY OF PROPOSED CONTRACT BIDS

22 NOXON ST.

POUGHKEEPSIE, NY 12601

Upon review of the Bid Results for the above referenced project, we have reviewed all scopes of work with the low bidders for these contracts. We have gathered all applicable information from the low bidders via the Contractor's Qualifications and, based on our findings, offer the City of Beacon the following for consideration.

T.845.868.1239

F.845.845.1220

www.thepalombogroup.com

We have summarized the lowest qualified bid contracts and based on review with Mitchell Associates Architects, The Palombo Group finds no reason to believe that the low bidders will not complete their scope of work. We have successfully worked with these contractors previously; therefore, we see no reason why the following contracts should not be awarded to the subsequent contractors:

GENERAL CONSTRUCTION CONTRACT (GCC) No. 1
Mid Hudson Construction Management Inc.
Poughkeepsie, NY

BASE BID	\$6,887,000.00
TOTAL CONTRACT VALUE	\$ 6,887,000.00

MECHANICAL CONTRACT (MC) No. 2
MDS HVAC-R Inc.
Walden, NY

BASE BID	\$1,427,101.00
TOTAL CONTRACT VALUE	\$ 1,427,101.00

PLUMBING CONTRACT (PC) No. 3
S&O Construction Services, Inc.
Pleasant Valley, NY

BASE BID	\$758,451.00
TOTAL CONTRACT VALUE	\$ 758,451.00

ELECTRICAL CONTRACT (EC) No. 4
RLJ Electric Corporation
Peekskill, NY

BASE BID	\$1,123,000.00
TOTAL CONTRACT VALUE	\$ 1,123,000.00

FIRE SPRINKLER CONTRACT (FSC) No. 5
SRI Fire Sprinkler, LLC
Albany, NY

BASE BID	\$189,000.00
TOTAL CONTRACT VALUE	\$ 189,000.00

GEOTHERMAL CONTRACT (GTC) No. 6
Connecticut Wells / Geothermal Services, Inc.
Bethlehem, CT

BASE BID	\$435,000.00
TOTAL CONTRACT VALUE	\$ 435,000.00

SITework CONTRACT (SC) No. 7
Mid Hudson Construction Management Inc.
Poughkeepsie, NY

BASE BID	\$1,514,000.00
TOTAL CONTRACT VALUE	\$ 1,514,000.00

TOTAL CONSTRUCTION COST FOR CONTRACTS:	\$12,333,552.00
---	------------------------

References contacted gave no reason for disqualification. In addition, the New York State Department of Labor has indicated that there are no wage infractions against the above contractors.

The Palombo Group recommends a \$250,000.00 contingency be maintained by the City of Beacon going into construction to cover any unforeseen conditions.

If you should have any questions, please do not hesitate to call.

Very truly yours,
THE PALOMBO GROUP



Luis Rodriguez
Project Executive



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 55 OF 2023

**AWARDING GENERAL CONSTRUCTION CONTRACT FOR
ADDITION AND RENOVATION TO BEACON FIRE STATION PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to Section 103 of the General Municipal Law, seeking bids from qualified contractors for seven prime contracts (General Construction, Mechanical, Plumbing, Electrical, Fire Sprinkler, Geothermal, and Sitework) for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue (the “Project”); and

WHEREAS, the bids were opened on May 1, 2023 at 11:00 a.m.; and

WHEREAS, by letters dated May 11, 2023, the Architect for the Project, Mitchell Associates Architects, PLLC and the Construction Manager for the Project, The Palombo Group, each recommend awarding the General Construction Contract to the lowest bidder for the contract, Mid Hudson Construction Management Inc.; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the General Construction Contract for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue to the lowest responsible bidder for this contract, Mid Hudson Construction Management Inc., 85 Civic Center Plaza, Suite 104, Poughkeepsie, NY 12601, in the amount of \$6,887,000.00, which amount includes a general allowance of \$200,000.00; and

BE IT FURTHER RESOLVED, that, to facilitate the timely completion of the work associated with the above-referenced contract, the City Council of the City of Beacon hereby authorizes and empowers the City Administrator, with the consent of the City’s Director of Finance, to authorize, approve and sign on behalf of the City any change order to the above-referenced contract that individually does not increase the contract sum by more than \$50,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby authorizes and empowers the City Administrator to sign on behalf of the City the General Construction Contract with Mid Hudson Construction Management Inc. and to take all actions necessary to effectuate the purpose of this resolution and comply with the awarded contracts.

Resolution No. 55 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 56 - Awarding Mechanical Contract for the Addition and Renovation to Beacon Fire Station Project

ATTACHMENTS

[Resolution Awarding Mechanical Contract for the Addition and Renovation to Beacon Fire Station Project](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 56 OF 2023

**AWARDING MECHANICAL CONTRACT FOR
ADDITION AND RENOVATION TO BEACON FIRE STATION PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to Section 103 of the General Municipal Law, seeking bids from qualified contractors for seven prime contracts (General Construction, Mechanical, Plumbing, Electrical, Fire Sprinkler, Geothermal, and Sitework) for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue (the “Project”); and

WHEREAS, the bids were opened on May 1, 2023 at 11:00 a.m.; and

WHEREAS, by letters dated May 11, 2023, the Architect for the Project, Mitchell Associates Architects, PLLC and the Construction Manager for the Project, The Palombo Group, each recommend awarding the Mechanical Contract to the lowest bidder for the contract, MDS HVAC-R Inc.; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the Mechanical Contract for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue to the lowest responsible bidder for this contract, MDS HVAC-R Inc., 192 Plains Road, Walden, NY 12586, in the amount of \$1,427,101.00, which amount includes a general allowance of \$40,000.00; and

BE IT FURTHER RESOLVED, that, to facilitate the timely completion of the work associated with the above-referenced contract, the City Council of the City of Beacon hereby authorizes and empowers the City Administrator, with the consent of the City’s Director of Finance, to authorize, approve and sign on behalf of the City any change order to the above-referenced contract that individually does not increase the contract sum by more than \$50,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby authorizes and empowers the City Administrator to sign on behalf of the City the Mechanical Contract with MDS HVAC-R Inc. and to take all actions necessary to effectuate the purpose of this resolution and comply with the awarded contracts.

Resolution No. 56 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 57 - Awarding Plumbing Contract for the Addition and Renovation to Beacon Fire Station Project

ATTACHMENTS

[Resolution Awarding Plumbing Contract for the Addition and Renovation to Beacon Fire Station Project](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 57 OF 2023

**AWARDING PLUMBING CONTRACT FOR
ADDITION AND RENOVATION TO BEACON FIRE STATION PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to Section 103 of the General Municipal Law, seeking bids from qualified contractors for seven prime contracts (General Construction, Mechanical, Plumbing, Electrical, Fire Sprinkler, Geothermal, and Sitework) for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue (the “Project”); and

WHEREAS, the bids were opened on May 1, 2023 at 11:00 a.m.; and

WHEREAS, by letters dated May 11, 2023, the Architect for the Project, Mitchell Associates Architects, PLLC and the Construction Manager for the Project, The Palombo Group, each recommend awarding the Plumbing Contract to the lowest bidder for the contract, S&O Construction Services, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the Plumbing Contract for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue to the lowest responsible bidder for this contract, S&O Construction Services, Inc., 11 Charles Street, Pleasant Valley, NY 12569, in the amount of \$758,451.00, which amount includes a general allowance of \$15,000.00; and

BE IT FURTHER RESOLVED, that, to facilitate the timely completion of the work associated with the above-referenced contract, the City Council of the City of Beacon hereby authorizes and empowers the City Administrator, with the consent of the City’s Director of Finance, to authorize, approve and sign on behalf of the City any change order to the above-referenced contract that individually does not increase the contract sum by more than \$50,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby authorizes and empowers the City Administrator to sign on behalf of the City the Plumbing Contract with S&O Construction Services, Inc. and to take all actions necessary to effectuate the purpose of this resolution and comply with the awarded contracts.

Resolution No. 57 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 58 - Awarding Electrical Contract for the Addition and Renovation to Beacon Fire Station Project

ATTACHMENTS

Resolution Awarding Electrical Contract for the Addition and Renovation to Beacon Fire Station Project



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 58 OF 2023

**AWARDING ELECTRICAL CONTRACT FOR
ADDITION AND RENOVATION TO BEACON FIRE STATION PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to Section 103 of the General Municipal Law, seeking bids from qualified contractors for seven prime contracts (General Construction, Mechanical, Plumbing, Electrical, Fire Sprinkler, Geothermal, and Sitework) for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue (the “Project”); and

WHEREAS, the bids were opened on May 1, 2023 at 11:00 a.m.; and

WHEREAS, by letters dated May 11, 2023, the Architect for the Project, Mitchell Associates Architects, PLLC and the Construction Manager for the Project, The Palombo Group, each recommend awarding the Electrical Contract to the lowest bidder for the contract, RLJ Electric Corporation; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the Electrical Contract for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue to the lowest responsible bidder for this contract, RLJ Electric Corporation, 860 Washington Street, Peekskill NY 10566, in the amount of \$1,123,000.00, which amount includes a general allowance of \$35,000.00; and

BE IT FURTHER RESOLVED, that, to facilitate the timely completion of the work associated with the above-referenced contract, the City Council of the City of Beacon hereby authorizes and empowers the City Administrator, with the consent of the City’s Director of Finance, to authorize, approve and sign on behalf of the City any change order to the above-referenced contract that individually does not increase the contract sum by more than \$50,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby authorizes and empowers the City Administrator to sign on behalf of the City the Electrical Contract with RLJ Electric Corporation and to take all actions necessary to effectuate the purpose of this resolution and comply with the awarded contracts.

Resolution No. 58 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 59 - Awarding Fire Sprinkler Contract for the Addition and Renovation to Beacon Fire Station Project

ATTACHMENTS

[Resolution Awarding Fire Sprinkler Contract for the Addition and Renovation to Beacon Fire Station Project](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 59 OF 2023

**AWARDING FIRE SPRINKLER CONTRACT FOR
ADDITION AND RENOVATION TO BEACON FIRE STATION PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to Section 103 of the General Municipal Law, seeking bids from qualified contractors for seven prime contracts (General Construction, Mechanical, Plumbing, Electrical, Fire Sprinkler, Geothermal, and Sitework) for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue (the “Project”); and

WHEREAS, the bids were opened on May 1, 2023 at 11:00 a.m.; and

WHEREAS, by letters dated May 11, 2023, the Architect for the Project, Mitchell Associates Architects, PLLC and the Construction Manager for the Project, The Palombo Group, each recommend awarding the Fire Sprinkler Contract to the lowest bidder for the contract, SRI Fire Sprinkler LLC; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the Fire Sprinkler Contract for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue to the lowest responsible bidder for this contract, SRI Fire Sprinkler LLC, 1060 Central Avenue, Albany, NY 12205, in the amount of \$189,000.00, which amount includes a general allowance of \$5,000.00; and

BE IT FURTHER RESOLVED, that, to facilitate the timely completion of the work associated with the above-referenced contract, the City Council of the City of Beacon hereby authorizes and empowers the City Administrator, with the consent of the City’s Director of Finance, to authorize, approve and sign on behalf of the City any change order to the above-referenced contract that individually does not increase the contract sum by more than \$50,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby authorizes and empowers the City Administrator to sign on behalf of the City the Fire Sprinkler Contract with SRI Fire Sprinkler LLC and to take all actions necessary to effectuate the purpose of this resolution and comply with the awarded contracts.

Resolution No. 59 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 60 - Awarding Geothermal Contract for the Addition and Renovation to Beacon Fire Station Project

ATTACHMENTS

[Resolution Awarding Geothermal Contract for the Addition and Renovation to Beacon Fire Station Project](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 60 OF 2023

**AWARDING GEOTHERMAL CONTRACT FOR
ADDITION AND RENOVATION TO BEACON FIRE STATION PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to Section 103 of the General Municipal Law, seeking bids from qualified contractors for seven prime contracts (General Construction, Mechanical, Plumbing, Electrical, Fire Sprinkler, Geothermal, and Sitework) for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue (the “Project”); and

WHEREAS, the bids were opened on May 1, 2023 at 11:00 a.m.; and

WHEREAS, by letters dated May 11, 2023, the Architect for the Project, Mitchell Associates Architects, PLLC and the Construction Manager for the Project, The Palombo Group, each recommend awarding the Geothermal Contract to the lowest bidder for the contract, Connecticut Wells/Geothermal Services, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the Geothermal Contract for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue to the lowest responsible bidder for this contract, Connecticut Wells/Geothermal Services, Inc., 49 Hard Hill Road N., Bethlehem, CT 06751, in the amount of \$435,000.00, which amount includes a general allowance of \$10,000.00; and

BE IT FURTHER RESOLVED, that, to facilitate the timely completion of the work associated with the above-referenced contract, the City Council of the City of Beacon hereby authorizes and empowers the City Administrator, with the consent of the City’s Director of Finance, to authorize, approve and sign on behalf of the City any change order to the above-referenced contract that individually does not increase the contract sum by more than \$50,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby authorizes and empowers the City Administrator to sign on behalf of the City the Geothermal Contract with Connecticut Wells/Geothermal Services, Inc. and to take all actions necessary to effectuate the purpose of this resolution and comply with the awarded contracts.

Resolution No. 60 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 61 - Awarding Sitework Contract for the Addition and Renovation to Beacon Fire Station Project

ATTACHMENTS

[Resolution Awarding Sitework Contract for the Addition and Renovation to Beacon Fire Station Project](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 61 OF 2023

**AWARDING SITEWORK CONTRACT FOR
ADDITION AND RENOVATION TO BEACON FIRE STATION PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to Section 103 of the General Municipal Law, seeking bids from qualified contractors for seven prime contracts (General Construction, Mechanical, Plumbing, Electrical, Fire Sprinkler, Geothermal, and Sitework) for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue (the “Project”); and

WHEREAS, the bids were opened on May 1, 2023 at 11:00 a.m.; and

WHEREAS, by letters dated May 11, 2023, the Architect for the Project, Mitchell Associates Architects, PLLC and the Construction Manager for the Project, The Palombo Group, each recommend awarding the Sitework Contract to the lowest bidder for the contract, Mid Hudson Construction Management Inc.; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby awards the Sitework Contract for the Addition and Renovation to Beacon Fire Station Project at 1140 Wolcott Avenue to the lowest responsible bidder for this contract, Mid Hudson Construction Management Inc., 85 Civic Center Plaza, Suite 104, Poughkeepsie, NY 12601, in the amount of \$1,514,000.00, which amount includes a general allowance of \$40,000.00 and a fee allowance for rock excavation of 1,000 cy; and

BE IT FURTHER RESOLVED, that, to facilitate the timely completion of the work associated with the above-referenced contract, the City Council of the City of Beacon hereby authorizes and empowers the City Administrator, with the consent of the City’s Director of Finance, to authorize, approve and sign on behalf of the City any change order to the above-referenced contract that individually does not increase the contract sum by more than \$50,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby authorizes and empowers the City Administrator to sign on behalf of the City the Sitework Contract with Mid Hudson Construction Management Inc. and to take all actions necessary to effectuate the purpose of this resolution and comply with the awarded contracts.

Resolution No. 61 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 62 - Authorizing the City Administrator to Execute an Agreement with Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. for Special Inspection Materials Testing Services on the Addition & Renovation for Beacon Fire Station Project

ATTACHMENTS

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. Proposal for Special Inspection Materials Testing Services

Resolution Authorizing the City Administrator to Execute an Agreement with Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. for Special Inspection Materials Testing Services on the Addition & Renovation for Beacon Fire Station Project



PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.



TECHNICAL PROPOSAL

Special Inspection Materials Testing Services

Beacon Fire Station Addition / Alterations

13 South Avenue, Beacon, NY 12508

Submitted To:

**City of Beacon Fire Dept.
C/O The Palombo Group**

13 South Avenue
Beacon, NY 12508
ATTN: Jose Otero

March 15, 2023
TECTONIC PN 23-0317

Submitted By:

James Duesel

James Duesel
Executive Director
Construction Inspection Services
jduesel@tectonicengineering.com

845 534 5959 x 2611 tel



City of Beacon Fire District
13 South Avenue
Beacon, NY 12508
C/O
The Palombo Group

Attn: Jose Otero
Via E-Mail: jotero@thepalombogroup.com

March 15, 2023

**RE: PN 23-0317
SPECIAL INSPECTION & MATERIALS TESTING SERVICES
CITY OF BEACON FIRE STATION ADDITION / ALTERATIONS PROJECT
13 SOUTH AVENUE
BEACON, NY, 12508**

In accordance with your request, Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. is pleased to provide you with the enclosed statement of our qualifications and unit rates to provide Special Inspection & Materials Testing Services in accordance with Chapter 17 of 2020 the Building Code of NYS and the project documents for the above referenced project located in the City of Beacon, NY.

Based on our review of the plans, specifications and Statement of Special Inspections by Mitchell Associates Architects, PLLC, it is our understanding that the scope of our services is to include, but may not be limited to, the following Code required structural special inspections:

- Soils (Excavation & Filling, Subgrade Bearing Verification, Modular Retaining Walls)
- Cast-In-Place Concrete
- Structural Steel (Bolting / Welding)
- Cold-Formed Light Steel Framing
- Spray Fire Resistant Materials (SFRM)
- Masonry (Level 2)

Our inspection and testing services are performed in accordance with all applicable ASTM and AASHTO guidelines; including the requirements of ASTM E329, Standards and Recommended Practices of Inspection and Testing Agencies. Our in-house material testing laboratory is AASHTO accredited and participants in the bi -annual AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) laboratory inspection programs and is also accredited by the US Army Corp of Engineers.

Our staff of experienced inspection technicians are certified by the American Concrete Institute (ACI), International Code Council (ICC), National Institute for Certification in Engineering Technologies (NICET), the Northeast Transportation Technical Certification Program (NETTCP), the American Welding Society (AWS), the American Society of Non-Destructive Testing (ASNT), the Associated General Contractors of America for NYS Hot-Mixed Asphalt and the Pre-stressed Concrete Institute (PCI) to name a few. Many of our inspection technician staff are cross-trained in conducting soils, rebar, concrete, asphalt and masonry inspections and field testing. This allows us to provide a single inspector to cover multiple tasks in one day, which often saves budgeted man-hours.

Newburgh Lab Office

280 Little Britain Road, Building 2 | Newburgh, NY 12550
845.563.9081 Tel | 845.563.9085 Fax

tectonicengineering.com
Equal Opportunity Employer

Please have an authorized representative complete and sign the attached *Work Authorization and Proposal Acceptance Form* to indicate acceptance of this agreement and the attached *Unit Rate Schedule* and *General Terms and Conditions*. Please return to Tectonic one signed and completed copy of the *Work Authorization and Proposal Acceptance Form*. We appreciate the opportunity to provide this you with this proposal, and look forward to assisting you on this project. If you have any questions, please do not hesitate to call me at 845-563-9081 ext. 2611.

Sincerely,

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.



James Duesel
Executive Director - Construction Inspection Services

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7. Sample Insurance
8. General Terms and Conditions / Work Authorization Form



1.0 FIRM OVERVIEW

Tectonic Engineering & Surveying Consultants P.C. (Tectonic) offers a full spectrum of professional engineering and design services to match its clients' growing needs. Established in 1986, Tectonic has grown to become a multi-disciplined engineering firm with a staff of approximately 500. As one of the top 500 Engineering News-Record engineering design firms, since 2001, Tectonic is committed to providing a well-organized, thorough, and practical team that delivers a timely, economical, and quality work product offered from offices located in the Northeast.

**One of the Top 500
Engineering News-
Record engineering
design firms, since
2001.**

Tectonic's mission is to provide the highest level of quality and service; therefore, we concentrate our services on market sectors that reflect the strength and talent of our staff. Our core services include civil, structural, geotechnical, environmental, and transportation engineering, surveying, cultural resource management, design engineering (including planning and permitting), construction management, construction inspection and materials testing for design and construction projects varying in size and scope. Over the past 30 plus years, Tectonic has become one of the leading providers of Construction Inspection services in the Metropolitan area.

Offering multi-disciplinary engineering and design services that enable our clients to succeed across a wide range of goals – regardless of size, scope or complexity - we endeavor to educate our clients on the regulatory framework with which projects must comply throughout development and streamline the permitting process to result in timely performance in accordance with applicable state, federal and local regulations. Our approach to the management and administration of projects is grounded in basic practiced strategies, which have proven to reliably deliver successful products.

CONSTRUCTION INSPECTION & MATERIALS TESTING SERVICES

Tectonic has been providing construction inspection services for over 33 years. Tectonic's inspection and materials testing services are provided in accordance with all applicable ASTM and AASHTO guidelines, including the requirements of ASTM E329, "*Standards and Recommended Practices of Inspection and Testing Agencies.*" Our staff of over 190 field inspection personnel are all OSHA 10-hour trained, and are comprised of professional engineers, engineering geologists, and technicians certified in accordance with the National Institute for Certification in Engineering Technologies (NICET), the American Concrete Institute (ACI), the American Welding Society (AWS), the International Code Council (ICC), the New York State Associated General Contractors (AGS) for Hot-Mix Asphalt, and the Northeast Transportation Training & Certification Program (NETTCP). Each of our staff is cross-trained and certified in multiple areas of construction inspection, which can often save budget man-hours by performing multiple inspections on-site each day. Tectonic maintains its professional integrity by adapting our Quality Assurance (QA) Plan to each project with the employment of full-time QA/QC Supervisory personnel.

Tectonic has recently obtained a preliminary accreditation relative to the IAS Accreditation Criteria for Special Inspection Agencies (AC291), commencing on May 29, 2012 to provide special inspections conducted under the 2008 New York City Building Code Chapter 17, Section BC 1704 – Special Inspections. Tectonic has also obtained accreditation to perform all special inspections listed on the Technical Report (TR) 1 form.



We are accredited by AASHTO under their AASHTO Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) programs, and we have received certification by the US Department of Commerce National Institute of Standards and Technology – National Voluntary Laboratory Accreditation Program (NVLAP) to provide construction materials testing. Our new NVLAP certification is currently pending. We are also licensed by the New York City Department of Buildings and registered with them as a **Special Inspection Agency**. Tectonic’s inspection and testing services are provided in accordance with the requirements of **ASTM E329** outlining the Standards and Recommended Practices of Inspection and Testing Agencies.

Our laboratories operate in compliance with the company’s Quality Control Program (QCP) assuring personnel are properly trained, equipment is calibrated and properly maintained, and tests are conducted according to detailed procedures with the results properly recorded and documented. **All major equipment is maintained and calibrated at regular intervals against recognized standards.** Routine check-out of equipment is performed prior to the start of each test to ensure normal operation.

Additionally, Tectonic’s in-house testing laboratory is accredited by AASHTO and the US Army Corp of Engineers for Concrete, Concrete Aggregate and Soil material testing. We are also participants in the bi-annual Cement and Concrete Reference Laboratory (CCRL) laboratory inspection program. Tectonic’s lab is also licensed by the City of New York Department of Buildings to perform all tests on concrete and concrete materials as required by the provisions of the Administrative Code.

Construction Management

- Resident Engineering
- Contract Administration
- Constructability Review
- Schedule Review
- Verification of Conformance to Contract Specifications and Drawings
- Monitoring of Progress and Costs
- Shop Drawing Submittals and Review
- Document Control
- Safety Compliance Monitoring
- Site Surveys and Evaluations
- Expert Opinion Testimony
- Claims Evaluation and Counter Claims
- Preparation of As-Built Plans

Special Inspection and Materials Testing for:

- Asphalt and Concrete Pavement
- Soils and Subgrades
- Concrete and Steel Reinforcement
- Structural Steel
- Firestopping
- Roofing
- Rock Anchors and Bolts
- Structural Cold-Formed Steel
- Masonry
- Precast and Post-Tensioned Concrete
- Sheeting, Shoring, and Bracing
- Pile and Pier Foundations
- Ground Improvements
- Underpinning
- Curtain Walls
- Exterior Insulation Finishing Systems
- Mechanical & Sprinkler Systems
- Stormwater Pollution Prevention Plans (SWPPP)
- Standpipe Systems
- Wood Framing



2.0 PROJECT APPROACH & SCHEDULE

Tectonic understands that the City of Beacon Fire Department (Owner) C/O The Palombo Group (Construction Managers) is seeking to retain the services of a qualified professional and experienced firm to provide Special Inspection and Materials Testing services in accordance with Chapter 17 of the 2020 Building Code of NYS and the Contract Documents for Additions & Renovations to the Beacon Fire Station located on 13 South Avenue, Beacon, NY.

Tectonic's project team will be assembled from the Construction Inspection group with an in-depth, experienced, and qualified staff. We believe the expertise required by this project will best be served by this approach, and will be directed and coordinated by our Project Manager, James Duesel, Executive Director of Construction Inspection Services. Our firm has the staffing resources and proven experience of working on many projects in both the upstate New York and metro New York areas to deliver a high-quality, cost-effective, and timely variety of projects including educational, institutional and residential facilities, and municipal and regional government projects.

Tectonic's goal is to achieve technical excellence by striving to maintain the highest level of proficiency in the performance of our engineering, surveying, and related support services. To accomplish this, we will dedicate the best professional talents, supported with the necessary resources to ensure that the most technically feasible and cost effective solutions are an integral part of the final product delivered to the client. Tectonic's Quality Assurance (QA) Plan will be adapted to this specific project and further used as a guide in the performance of our professional services. The success of any project is determined by our ability to achieve and sustain a high standard of performance through the dedication and commitment of competent staff. It is our philosophy that we have an obligation to provide a quality product to all our clients through responsive and innovative application of practical experience, technical competence, and state-of-the-art technology. Our QA Plan has been developed to assist in achieving this goal.

Effective communication at all levels is essential. Understanding the client's requirements and expectations at the start of the project is the first step in establishing an effective channel of communication. Maintaining these lines of communication throughout the project duration is essential to ensure the transfer of all information necessary to produce a final acceptable product. Tectonic's Quality Assurance program begins with a clear definition of expectations. In summary, Tectonic's management approach is based on the point-of-contact method where our Project Manager will be the focus of all correspondence between the client and Tectonic's staff. This presents a clear line of communication so Tectonic can effectively and rapidly respond to project demands.

Tectonic strives to have all projects stay within the approved budget and meet all project schedule milestones and deadlines. Conformance to established project schedules is achieved by assigning a proficient Project Manager to an experienced design team, who will coordinate all parties involved in the project and track progress on a regular basis. Tectonic utilizes several controls to ensure adherence to project schedules. Our interactive project reporting system allows Project Managers to obtain updated information on the status of a project, from both a technical and financial standpoint. This information is updated daily and used as a focal point for project status meetings. These internal resources provide for close project tracking and prevent any deviations from the established schedule. In addition, we keep the client informed as the project progresses to ensure a clear understanding of scheduling goals and objectives.

Tectonic offers a streamlined management program (including top supervisory skills and tailored quality assurance measures), state of the art resources and diverse expertise.



Our staff of professionals will be assisted by staff in their respective fields to complete the specific tasks under their coordination and supervision. This management approach ensures that all project activities are integrated, clear lines of authority are established and all the necessary “pieces” of the effort are collated into a comprehensive and complete plan that is delivered on-time and within budget.

As a minimum, all of Tectonic’s field personnel have satisfactorily completed the 10-Hour OSHA Construction Safety Certification Program which provides our field staff with general awareness on recognizing and preventing hazards on a construction site. Tectonic also offers mandatory safety orientation for new employees and bi-annual refresher safety training sessions from our Corporate Health & Safety Officer, James Armstrong.



3.0 PROJECT TEAM OVERVIEW

Identified below are the key participants that will be involved in providing professional services to the City of Beacon Fire Department and their designated representative(s). These individuals are available for immediate assignment, and they will direct and supervise individual tasks under this contract in their corresponding field of expertise. Detailed resumes for each of the key staff members are provided.

■ **Donald A. Benvie, P.E., P.G., President & Chief Executive Officer**, will serve as the **Principal-in-Charge**. Mr. Benvie will be responsible for oversight and independent peer review of the administration of the contract and product deliverables. Mr. Benvie has over 35 years of experience in the fields of civil engineering and project/construction management. He has directed numerous engineering assignments for government agencies, municipalities and educational facilities throughout the State of New York.

■ **Mark Stier, P.E., P.G., Executive Vice President of Geotechnical Engineering & Construction Inspection Services** will serve as **Project Director**. Mr. Stier will interface between the Owner's designated representative and Tectonic. He will assure that all staff assigned to this project are familiar with the project manual & specifications for inspections and materials testing work. Mr. Stier has over 32 years of experience in geotechnical engineering and construction support services. Mr. Stier also serves as the director of Tectonic's in-house laboratory and provides quality control and engineering oversight associated with laboratory testing.

■ **James Duesel, Executive Director of Construction Inspection**, will serve as **Project Manager**. Mr. Duesel has over 29 years of relevant field and project management experience for a wide range of commercial, residential, medical, municipal and educational facilities projects. Responsibilities include: direct management for the coordination and scheduling of field staff, reviewing and finalizing detailed field reports/lab test data, review of submittals, generating letter correspondence to clients/contractors relative to non-conformance issues and/or controlled inspection sign-off and engineering direction of field personnel and monitoring project budgets. He has over 10 years of experience as a Senior Construction Inspector, and was responsible for the supervision of large earthwork projects, including foundation subgrade preparation and the placement and compaction of structural fill; materials testing and sampling of cast-in-place concrete; reinforcement steel placement; post-tension slab construction; reinforced masonry wall construction including the testing and sampling of mortar and grout; asphalt paving inspections for commercial, residential and public agency projects, inspection of pile driving activities and generating detailed inspection reports.

■ **Christopher Burke, Ph.D., P.E., P.M.P, Manager of Geotechnical Services**, has over 23 years of experience and is responsible for the management of geotechnical site investigations incorporating soil and rock borings, borehole image processing, test pits, piezocone testing, piezometers, monitoring wells, inclinometer installation and monitoring, and rock structure/geologic mapping. Responsibilities also include the performance of engineering evaluations, geotechnical report preparation and the management of supporting staff performing same and QA/QC duties for the construction of buildings, bridges, roads, earth dams, telecommunications projects and utilities. Projects have included spread footings, mats, drilled shafts, mini piles, piled and rock anchored foundations, underpinning, the application of surcharging, light-weight fill and wick drains, reinforced earth slopes and retaining walls. Projects have also addressed analyzing the stability of existing rock slopes and proposed rock cuts, the design of rock stabilization measures including rock bolt, shotcrete, rock fall protection netting and fencing installations, the evaluation of karst related hazards and the performance of construction vibration consulting services.



■ **Joseph Minnetto, Senior Construction Inspector;** as Senior Inspector and Senior Steel Inspector responsible for inspections of structural steel framing, including bolted and welded connections, structural wood framing, cast-in-place concrete including pre-pour inspections of form work geometry, reinforcement steel and embedment's, field testing and sampling of cast-in-place concrete, witness of site preparations including proof-rolling and subgrade preparations, controlled soils fill placement and compaction testing, reinforced masonry construction, asphalt placement inspections, forensic investigations of hardened concrete by Windsor Probe Testing and Coring Operations. Preparation of detailed field reports to document job-site activities and field test data results.

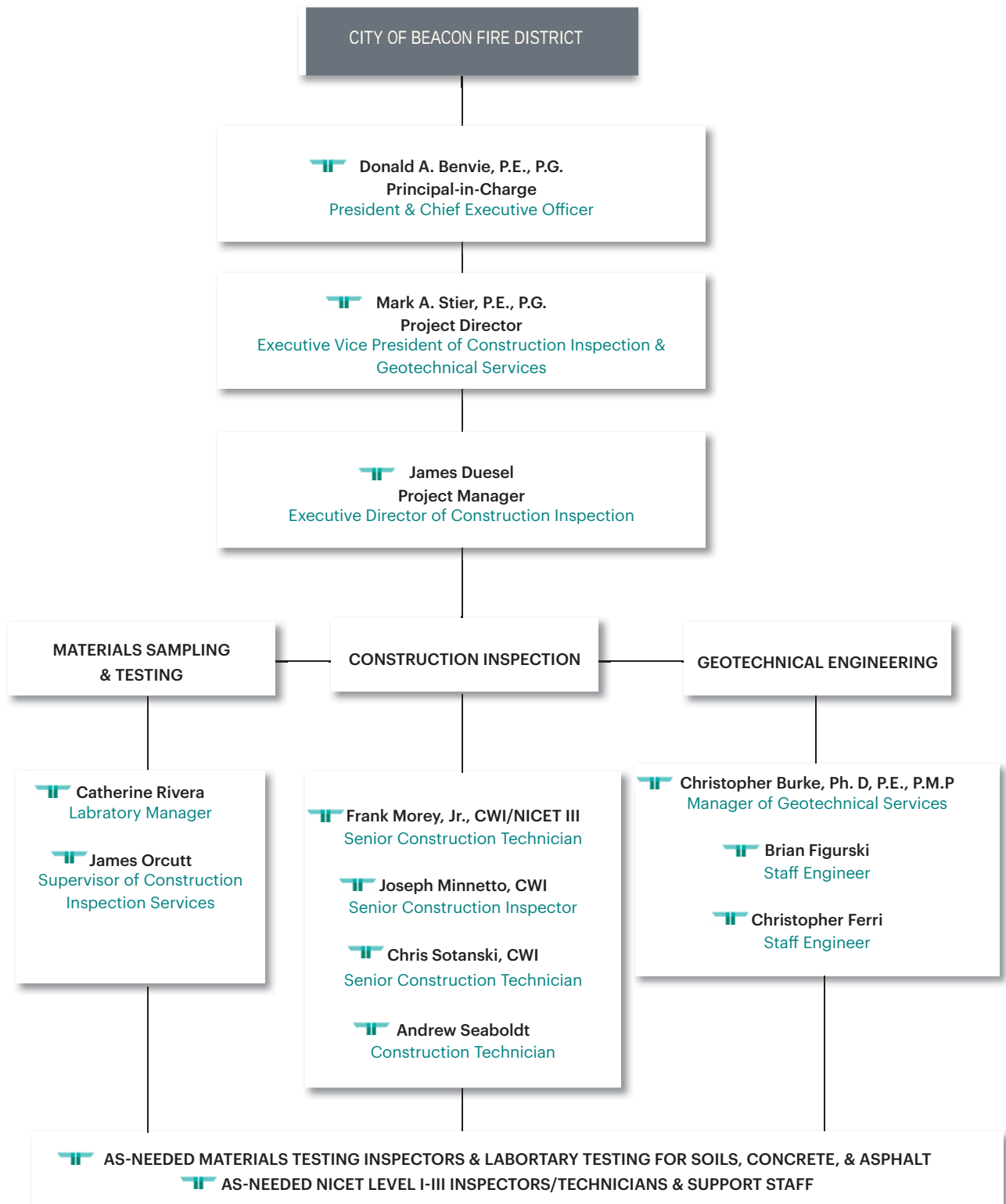
■ **Andrew Seaboldt, Senior Construction Technician,** responsible for field testing and sampling of cast-in-place concrete, controlled fill placement and compaction testing with a Troxler nuclear density gauge, reinforced masonry inspections including grout placement and test and sampling of mortar & grout components, Preparation of detailed field reports documenting job-site activities and test data/results. Other responsibilities include laboratory testing of soils for gradation, moisture-density relationships (proctor analyses), and organic content of soils.

■ **As-Needed Inspection and Material Testing Staff** shall be further incorporated as necessary to provide timely and quality services in the field and laboratory. These additional staff members will encompass experienced and certified inspection personnel who will be managed and supervised by the key staff noted above.



ORGANIZATIONAL CHART





4.0 RELEVANT PROJECT EXPERIENCE



Good Will Fire Department Newburgh, NY Special Inspection & Materials Testing Services



PROJECT DESCRIPTION:

Tectonic is providing special inspection and materials testing services in accordance with Chapter 17 of the Building Code of NYS for new construction of a proposed 9,655 square foot fire house with 4 new bays and a 1,789 square foot mezzanine. This new \$4 million dollar firehouse will replace the current one located on South Plank Road in Newburgh, NY and construction is expected to last between 12 to 18 months.



PROJECT OWNER :
Good Will Fire District

PROJECT CLIENT:
Good Will Fire District

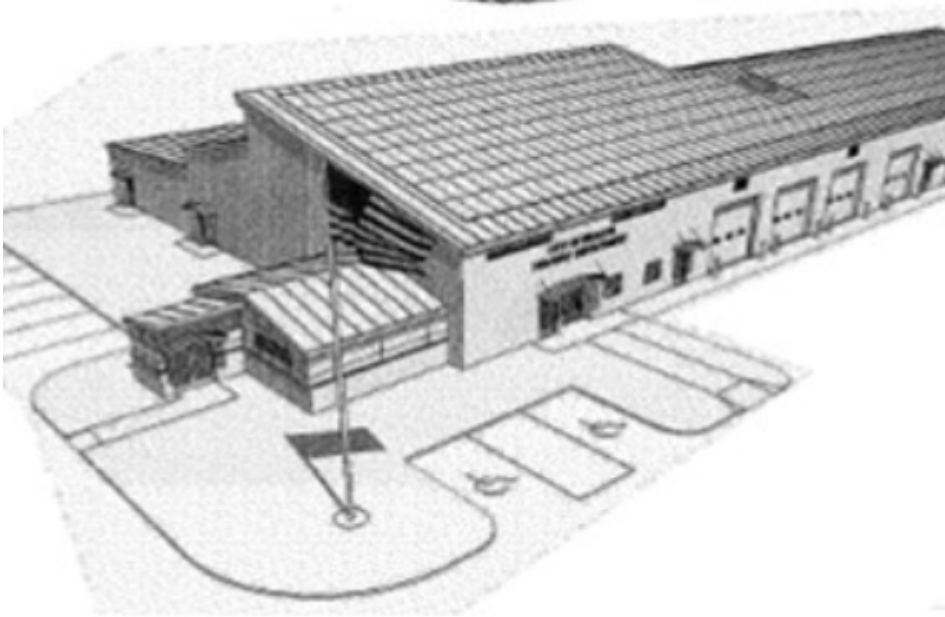
LOCATION:
Newburgh, NY

DATE:
2016 – 2018

PROJECT COST:
\$4 Million

CONTACT:
Frank Valdina Jr.
Good Will Fire District
c/o Matthew Tether (CSArch)
(845) 561-3179
mtether@csarchpc.com

City of Beacon Highway Facility Beacon, NY Special Inspection & Materials Testing Services



PROJECT DESCRIPTION:

Tectonic is providing special inspection materials testing services in accordance with Chapter 17 of the NYS Building Code to the City of Beacon for a new transportation facility. The project consists of new construction of a 22,000+/- square foot single story pre engineered metal building with prefinished insulated metal wall panels and standing seam roof panels. The building will also contain a 3,800 square foot mezzanine, a three (3) bay vehicle service area with service equipment and radiant heated floor slab, a wash bay, and a three (3) bay vehicle storage.

PROJECT OWNER:
City of Beacon, NY

PROJECT CLIENT:
Cosentino Architecture, PLLC.

LOCATION:
Beacon, NY

DATE:
2016 -2018

CONTRACT VALUE:
\$30 Thousand

CONTACT:
Ron Cosentino
(845) 562-2320



TZC – State Police Barracks Tarrytown, NY Special Inspection & Materials Testing Services



PROJECT DESCRIPTION:

Tectonic is currently providing Special Inspection Materials Testing Services to the Tappan Zee Bridge State Police Barracks for the construction of a new 16,000 square foot Zone 1 Headquarters for Troop T in Tarrytown, NY. The Barracks are being designed to include numerous environmentally efficient features including reduced water and energy usage. The building will also be constructed with many recycled elements including steel, aluminum, glass and even carpeting. Tectonic provided controlled inspections and materials testing for site work including cast-in-place concrete for foundations and structural masonry inspections.



PROJECT OWNER :
Tappan Zee Erectors, Inc.

PROJECT CLIENT :
Casabella Contracting of NY, Inc.

LOCATION:
Tarrytown, NY

DATE:
2017 – 2018

CONTRACT VALUE:
\$25 Thousand

CONTACT:
Ryan Chianelli
Casabella Contracting
Project Manager
(914) 218-4330



PROJECT PROFILE

Term Contract for Engineering, Testing, and Inspection Services

Under a consecutive on-call term contract with the City, Tectonic is providing quality assurance/quality control inspections, environmental assessments, air monitoring, and geotechnical/materials sampling & testing services related to municipal civil, site work, and facility construction projects.

Special inspection services have included inspection of footing subgrades, pre-pour inspections of the reinforcement steel associated with footings, grade beams and foundation walls, and field and laboratory testing of concrete for various infrastructure upgrades and improvements requested by the City.

Additionally, environmental services have included environmental site assessments and Phase I and Phase II environmental site assessments to identify potential environmental impacts, as well as the presence and extent of possible contamination of designated sites. Services also included consultation, investigation and remediation design related to underground storage tanks and contaminated soils.

Various projects under this contract that are completed or currently underway include:

- Yonkers Firehouse #1
- Richter Park
- Redmond Park
- City Hall Parking Upgrades
- Hudson River Museum Upgrades



PROJECT CLIENT:

City of Yonkers, New York

LOCATION:

Yonkers, New York

DATE:

2014-2017; 2018-2022 (Ongoing)

Contact:

Alex Schenck (914) 377-6037

PROJECT PROFILE

Project Redtail (Distribution Warehouse)

Tectonic is providing geotechnical engineering, special inspections and materials testing services for the construction of a Distribution Center at the former IBM West Campus in the Town of East Fishkill, Dutchess County, NY. The development will include a 630,000-sf distribution warehouse structure, two guardhouses, 700 trailer parking spaces, 1,0000 employee parking spaces, 132 loading docks, and stormwater management facilities. The warehouse will be a receiving center that will take products in from manufacturers and redistribute them to fulfillment centers.

Field services at the site included a geotechnical investigation that involved the drilling, sampling, and logging of 42 test borings to a depth of 40 feet below existing grade; installation of a 20-foot deep groundwater observation well; and stormwater infiltration testing. Soil samples were tested at Tectonic's material testing laboratory. Design recommendations for the proposed site development was provided in a geotechnical report.

Additionally, Tectonic is providing special inspection and materials testing services in accordance with Chapter 17 of the International Building Code and Project Documents. These services are provided for soils, concrete, masonry, asphalt, and structural steel materials, preparation of inspection reports and performance of on-site investigations. Other duties include pile driving inspection and load testing, caisson and earth anchor inspection and in-situ testing of footing subgrades.



PROJECT CLIENT:

Bluewater Property Group

LOCATION:

East Fishkill, New York

DATE:

2020-2022



PROJECT PROFILE

Cricket Valley Energy Center

Cricket Valley Energy Center is a fully-permitted approximately 1,100 MW, natural gas-fired power plant under construction on an industrially-zoned site. The 193-acre property, located at 2241 Route 22 in Dover, NY, has existing energy infrastructure including electric power lines and a natural gas pipeline, and a substantial tree buffer that will minimize visual and sound impacts. Tectonic is providing the following services at the site:

- **Stormwater Pollution Prevention Plan (SWPPP) Preparation and Inspection:** The main site and the 55-acre laydown area have separate Stormwater Pollution Prevention Plans (SWPPP) that have NYSDEC approval for disturbance of over 5 acres which require SWPPP inspections of construction activities twice a week. Tectonic is performing the inspections for both areas and prepared weekly SWPPP inspection reports including a photographic log of the site identifying all potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges from the construction site, recommending additional practices to be used to reduce pollutants in storm water discharges from the construction site, and help assure compliance with the terms and conditions of the permit.
- **Survey:** Providing quality control checks on all survey work performed at the site. We tied into the existing site plan and set the initial horizontal and vertical site control for all other survey companies to use. We perform reviews of all layout performed by other survey companies. We also preform as-built surveys including flatness surveys on concrete slabs, location of anchor bolts and other features as needed.
- **Construction Inspection:** Providing qualified personnel to monitor construction activities and perform specified testing and sampling for compliance with the project specifications for: Cast-in-Place Concrete, Earthwork (including Subgrade Bearing and Controlled Fill placement inspections and testing) and Bituminous Asphalt Pavement inspections and testing. A mobile materials testing laboratory facility is being used by Tectonic to provide quick and efficient materials testing services exclusively for the project.

PROJECT CLIENT:
Bechtel Infrastructure and
Power Corporation

LOCATION:
Dover, New York

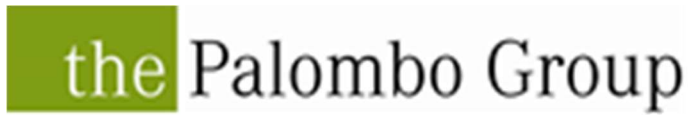
DATE: 2017 - 2020

REFERENCE:
Michael Hamilton,
Subcontract Mgr
Bechtel

16808 Armstrong Avenue
Suite 225
Irvine, CA 92606
(301) 228-6009

5.0 COMPLETED UNIT RATE SPREADSHEET





City of Beacon
City Of Beacon Fire House

We invite your bid for inspection and testing services for the above referenced project. Fieldwork is expected to begin in May 2023 and will conclude in June 2024. We are seeking a quality firm that will provide professional service to the construction team assembled for this project.

Inspection and testing services to be bid are listed on the attached proposal form. When returning this RFP please provide all certifications for the various inspection required for this project.

Program Description

The City of Beacon is seeking proposal(s) to provide testing and inspection services for the project referenced. Testing will be required for the following systems:

Structure Excavation, Backfilling and Compaction
Earthwork
Seismic Resistance
Trench Excavation & Backfill Systems
Compacted Fills
Hot-Mix Asphalt Paving
Cement Concrete Pavement
Cast-in Place Concrete
Unit Masonry
Structural Steel
Steel Deck
Specialized Coatings
Smoke Control

In addition, the selected Contractor shall:

1. Work at the direction of the Construction Manager, The Palombo Group or their appointed representative.
2. Attend a maximum of 12 hours of meetings as necessary to fulfill project requirements.
3. Prepare reports satisfactory to The Palombo Group and Mitchell Associates Architects, PLLC relating to this Contract.
4. Provide technical assistance on an as-needed basis during the construction process.

CONSTRUCTION INSPECTION AND TESTING SERVICES

(City of Beacon Fire Station Alteration / Renovations Project)

A. Site Services

1. **Soil**- Sampling and in-place density and moisture content testing using nuclear density gauge.
2. **Concrete**- ACI Certified Grade 1 Technician. Cylinder fabrication and field testing for air, slump temperature and unit weight. Inspection of reinforcing placement. This project is utilizing an ICF foundation system with high lift walls. The inspection agency should have experience with this type of system.
3. **Steel**- AWS Certified welding inspector and ASNT Level 2 technician. Inspection and testing of field welded shear connectors, verification of size, type and torque of bolted connections, visual inspection of field welds, verification of steel plumb and alignment.
4. **Masonry**- Inspection of materials such as Mortar cube, compressive strength test, admixtures, reinforcing: inspection during placement such as mortar slump, joints, reinforcing, accessories, procedures and masonry unit prism compressive strength tests.
5. **Specialized Coatings**- Inspection and testing of intumescent paint application.
6. **Asphalt Concrete** - Placement temp. and Depth. Aggregate gradation, in place density.

B. Lab Services

1. Compressive strength of concrete Cylinders including molds and tags (ASTM C39).
2. Modified Proctor Moisture Density Relationship of Soil (ASTM 1557)
3. Concrete Mix Design Review
4. Mortar and Grout Cube compressive strength samples
5. Paint thickness determination
6. Asphalt Cores (includes coring, transport & report)
7. Fireproofing- Inspection of sprayed on fireproofing and installation of fire stopping.

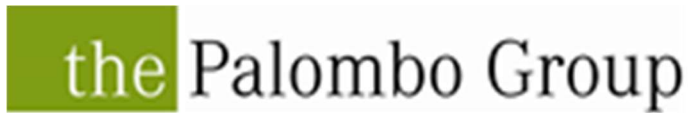
C. Equipment Rental

1. Nuclear Moisture Density Gauge (included in Section A tests)
2. Use of Coring Equipment for Concrete and Asphalt Cores

D. Geo-technical Engineer Inspection of Sub grades (Prof. Eng)

E. Travel Rates

All expenses to be *included* in hourly rates.



(City of Beacon Fire Station Addition / Alterations Project)
PRICE PROPOSAL RETURN SHEET

A. Site Services

1. **Soil**- Sampling, footing bearing, lift thickness & compaction during fill placement, in-place density and moisture content testing using nuclear density gauge. @ \$65.00 per hour
@ \$260.00 per ½ day
@ \$520.00 per day
2. **Concrete**- ACI Certified Grade 1 Technician for Cylinder fabrication and field testing for air, slump temperature & unit weight. @ \$60.00 per hour
@ \$240.00 per ½ day
@ \$480.00 per day
- ACI Certified Grade 2 Technician for Inspection of reinforcing Steel & placement. @ \$65.00 per hour
@ \$260.00 per ½ day
@ \$520.00 per day
- Floor slab Flatness & Levelness: Finished concrete slab tolerances as measured in accordance with ASTM E1155 standard test method for determining Ff Floor Flatness & FI Floor Levelness Numbers. Rate to include equipment, labor and report. @ \$450.00 per ½ day
@ \$700.00 per day
3. **Steel**- AWS Certified welding inspector and ASNT Level 2 technician. Inspection and testing of field welded shear connectors, verification of size, type and torque of bolted connections, visual inspection of field welds, verification of steel plumb and alignment. Inspection of deck material, connections and installation. @ \$100.00 per hour
@ \$400.00 per ½ day
@ \$800.00 per day
- ASNT Level 2 Inspector (Ultrasonic Testing Welds) @ \$900.00 Per Day
(Includes all equipment, labor and report)
4. **Masonry** - Inspection of various materials, mortar cubes, compressive strength test, admixtures, reinforcing: inspection during placement such as mortar slump, joints, reinforcing, accessories and procedures. @ \$65.00 per hour
@ \$260.00 per ½ day
@ \$520.00 per day
5. **Coatings** - Inspection and testing of applied intumescent paint application, thickness, density, and bond strength. @ \$60.00 per hour
@ \$260.00 per ½ day
@ \$520.00 per day
6. **Asphalt Concrete** - Placement temperature, placement depth and verification of gradation and in place density. @ \$65.00 per hour
@ \$260.00 per ½ day
@ \$520.00 per day
7. **Samples** – pick up and transport from site to lab. @ \$75.00 per trip
8. **Smoke Control**- 1704.14.2. Smoke control systems shall be tested by a special inspector. @ \$100.00 per hour
@ \$400.00 per ½ day

@ \$800.00 per day

9. **Sprayed fire Resistant-** Special inspections for sprayed fire-resistant materials applied to structural elements and decks shall be in accordance with Sections 1704.11.1 through 1704.11.5. Special inspections shall be based on the fire-resistance design as designated in the approved construction documents.

9A. Density of Spray-Applied Fireproofing Samples (ASTM E605) @ \$50.00 EACH @ \$65.00 per hour @ \$260.00 per ½ day @ \$520.00 per day **EACH TEST**

B. Lab Services

- 1. Compressive strength of concrete Cylinders including molds and tags (ASTM C39). \$ 18.00
- 2. Modified Proctor Moisture Density Relationship of Soil (ASTM 1557) (Including sieve analysis) \$ 140.00 (Proctor) \$ 80.00 (Sieve)
- 3. Concrete Mix Design Review \$95.00
- 4. Atterberg Limits (ASTM 4318) \$70.00
- 5. Mortar Cube \$18.00
- 6. Compressive Strength of Grout Samples \$18.00
- 7 Paint thickness determination Note: Included in Technician Rate Section A \$No Additional Charge
- 8 Asphalt Cores (includes coring, transport & report) \$See Below C;2

C. Equipment Rental

- 1. Nuclear Moisture Density Gauge (included in Section A tests) @ \$85.00 per day
- 2. Use of Coring Equipment for Concrete and Asphalt Cores @ \$750.00 per day (Includes Mobilization, Labor, Equipment & Report)

D. **Geo-technical Engineer Inspection of Sub grades (Prof. Eng)** @ \$100.00 per hour @ \$400.00 per ½ day @ \$800.00 per day

NOTE:

- 1. Hourly rates for up to two (2) hours.
- 2. Half day is considered two (2) hours to four (4) hours.
- 3. One day is considered up to eight (8) hours.
- 4. Payment for services will be based on actual time spent on the jobsite.
- 5. Unit rates above are to include all administration, reporting, travel, and overhead costs.
- 6. Unit rates are to be maintained through September 2025.

*****END OF PROPOSAL FORM*****

- 7. For Hours Worked in Excess of 8-Hours During Normal Work Days Monday thru Friday and all Time on Weekends/Holidays, Multiply Hourly Rates Above by 1.5X (Overtime)

6.0 CORPORATE CERTIFICATIONS & LICENSES





CERTIFICATE OF ACCREDITATION



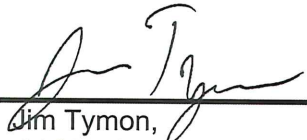
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.

in

Newburgh, New York, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).


Jim Tymon,
AASHTO Executive Director


Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 09/01/2022 at 4:06 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

To: Licensee/Registrant

- ◆ Please review the Registration Certificate below to be sure the information on it is correct.
- ◆ If any of the information is not correct, please contact us at OPREGFEE@mail.nysed.gov or (518) 474-3817, Ext. 410.
- ◆ If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- ◆ Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.

SEE BACK FOR IMPORTANT INFORMATION

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: 076154-01

Certificate Number: 1686618

STIER MARK ANDREW
7 ARDEN DR
HIGHLAND

NY 12528-2870

is registered to practice in New York State through 02/28/2025 as a(n)
PROFESSIONAL ENGINEER

LICENSEE/REGISTRANT

James S. Blum
EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

Darrah A. Benson
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

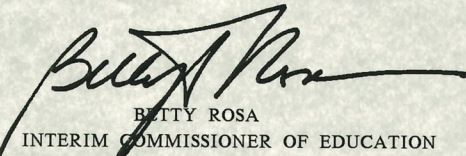
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**TECTONIC ENGINEERING CONSULTANTS GEOLOGISTS &
LAND SURVEYORS DPC
PO BOX 37
70 PLEASANT HILL RD
MOUNTAINVILLE, NY 10953-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2021 TO 12/31/2023.

CERTIFICATE NUMBER
0017898




BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION

7.0 SAMPLE INSURANCE



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood	
	PHONE (A/C, No, Ext): 770.670.5324	FAX (A/C, No): 770.670.5324
	E-MAIL ADDRESS: carly.underwood@greyling.com	
INSURED Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. 70 Pleasant Hill Rd Mountainville, NY 10953	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Union Fire Ins. Co.	
	INSURER B : Allied World National Assurance Company	
	INSURER C : Commerce & Industry Ins. Co.	
	INSURER D : Continental Casualty Company	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL3296866	08/01/2022	08/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA2507789	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☐ RETENTION \$			03130667	08/01/2022	08/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC048240217 (AOS) WC048240218 (CA)	08/01/2022	08/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab incl. Pollution			AEH591958805	08/01/2022	08/01/2023	Per Claim \$5,000,000 Aggregate \$10,000,000

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

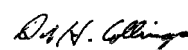
CERTIFICATE HOLDER

CANCELLATION

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



8.0 GENERAL TERMS AND CONDITIONS / WORK AUTHORIZATION



**TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

The engagement of Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (TECTONIC) by CLIENT is under the following terms and conditions, which are an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the services to be provided is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of the CLIENT who has executed this Agreement and is not subject to third party agreements. By accepting this proposal, the CLIENT represents and acknowledges that funding has been secured and that adequate funding will remain available to pay all TECTONIC's invoices within 30 days of date of invoice through final payment.
3. All schedules required to perform the services shall commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized by CLIENT in writing before additional services can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT that change TECTONIC's scope of services or increase fees must also be provided by written notice. For avoidance of doubt, e-mail will constitute written notice.
5. All drawings, specifications, reports, computations, survey notes, electronic files, and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. In consideration for this Agreement, TECTONIC grants CLIENT a non-exclusive license to use the instruments of service in connection with this Project. TECTONIC may elect, if it does not receive full payment of its invoices, to terminate this Agreement and/or revoke CLIENT's license to use the instruments of service. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities, or cost, including reasonable attorneys' fees and defense costs, arising from any use or modification of the instruments of service without TECTONIC's involvement or and use on other projects without prior written consent of TECTONIC.
6. Changes requested by CLIENT (i) in the Schematic Design, Design Development, or Construction Documents after each respective phase has been completed and approved by CLIENT; or (ii) that are inconsistent with CLIENT's program after the Schematic Design Phase will be considered an Additional Service.
7. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by any cause beyond TECTONIC's reasonable control, including but not limited to strikes, accidents, acts of God, epidemics, pandemics, mandated quarantines, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due thereunder shall be equitably increased.
8. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses and any other costs which could not reasonably have been avoided and for which TECTONIC is not otherwise compensated.



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

9. It is understood that the services to be provided are based on the information provided by CLIENT. CLIENT will provide all relevant and applicable information, requirements, and surveys for the Project in CLIENT's possession or reasonably accessible to CLIENT at no additional cost, including program information describing CLIENT's objectives, schedule, constraints and criteria, space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements, and budget. TECTONIC shall be entitled to rely upon the accuracy and completeness of all such information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract amount may also change.
10. Unless otherwise agreed in writing, CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations but has not included in the fee the cost of restoration of any damage resulting from the field services. If CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
11. CLIENT shall make prompt and timely decisions regarding design, budget, consultant retention (if applicable) and other issues that may affect TECTONIC's ability to perform and complete its services on schedule. CLIENT shall provide prompt written notice to TECTONIC if it becomes aware of any fault or defect in the instruments of service or the Project.
12. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
13. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.
14. CLIENT agrees to allow TECTONIC to utilize its name as a client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website and social media content.
15. The laws of New York State shall govern the validity and interpretation of this Agreement without reference to principles of conflict of laws or choice of laws. The parties agree that the venue and jurisdiction for any disputes arising hereunder shall be in the courts of the County of New York, State of New York, or the United States District Court for the Southern District of New York. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, or the invoice shall be deemed accepted. The entire invoice shall be paid in full without deduction, setoff or counterclaim, and CLIENT shall not retain or defer payment due to any alleged dispute with Tectonic. Any disputed amounts may result in a partial refund at a later date upon resolution of the item(s) in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for suspension of services or termination by TECTONIC. If CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop its services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for services performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including, but not limited to, copying, renderings, travel, telephone, and overnight mailing shall be billed at cost.

3.0 INSURANCE, INDEMNITY AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon execution of this Agreement. If CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this Agreement unless said loss was caused solely by TECTONIC's own negligence.
3. To the fullest extent permitted by law, the total liability, in the aggregate, of TECTONIC and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming through or under CLIENT, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by TECTONIC or \$50,000, whichever is greater.
4. TECTONIC and CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by TECTONIC, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
5. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of TECTONIC, including delinquent payment by CLIENT.



TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

6. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved. TECTONIC shall not be required to execute certificates, consents or reliance letters that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in TECTONIC having to certify the existence of conditions whose existence TECTONIC cannot ascertain. Any certificate will state that it is based on the best of the TECTONIC's knowledge, information, and belief.
7. TECTONIC shall perform its services consistent with the professional skill and care ordinarily provided by engineers performing similar engineering services on projects of similar size, nature and complexity in the same geographic location as the project (the "Standard of Care"). Nothing herein or otherwise shall be construed to extend or exceed the Standard of Care or establish a fiduciary relationship between the parties. Regardless of any term herein or otherwise, TECTONIC makes no express or implied warranty of any kind as to its findings, recommendations, opinions, professional advice, or otherwise with respect to the Services.
8. TECTONIC employees or consultants may act as licensed, certified, or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state, or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the Standard of Care set forth herein. CLIENT agrees that any supplemental requirements imposed on CLIENT constitute additional services and CLIENT agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
9. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from TECTONIC's opinions or estimates of probable construction costs. Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the scope of services in this Agreement to verify the location of existing utilities. CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or miss-located utilities, or subsurface structures; and for any impact this damage may cause.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the scope of services of this Agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by CLIENT in writing at the time the location diagram is supplied.



**TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered, and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the scope of services of this Agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

1. The presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve any 3rd Party Contractor(s) for construction and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with their respective contracts, any health or safety precautions required by any regulatory agencies, and all other applicable laws, rules, and regulations governing the project. TECTONIC and its personnel have no authority to exercise any control over any 3rd Party Contractor(s), or other entity or their employees in connection with their construction work or any health or safety precautions, programs, or enforcements. CLIENT agrees that any 3rd Party Contractor(s) for construction are solely responsible for job site safety and warrants this intent shall be made evident in CLIENT's agreement with any 3rd Party Contractor(s). CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be named as an additional insured under any 3rd Party Contractor(s)' general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.
2. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify, and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.



**TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

3. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by any 3rd Party Contractor(s) in accordance with paragraph 2 of Section 5.0, CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from performance of any 3rd Party Contractor(s)' construction work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of any 3rd Party Contractor(s), a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
4. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
5. CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.

6.0 DISPUTE RESOLUTION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If the matter is not resolved through mediation, it shall be resolved through litigation in a court of competent jurisdiction in New York State. The parties voluntarily and irrevocably waive their respective right to a trial by jury.

GTC – Ver. 03/08/2023



WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: 23-0317 Date: 3/15/23 Retainer Amount Required: NA

Project Name & Location: **City of Beacon Fire Station Addition / Alterations Project; 13 South Ave., Beacon, NY**

Proposed Services: **Special Inspection & Materials Testing Services**

Proposal Acceptance

Acceptance(Signature): _____ Date: _____

Printed Name: _____ Title: _____

Company or Organization Name: _____

Client Contact Information

All of the following information about the person responsible for the identified tasks must be provided prior to starting work.

Scheduling Work and Receipt of Deliverables	Name:	Phone:	Email:
	Address:		
Receipt of Invoices(Original)	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Copies)	Name:	Phone:	Email:
	Address:		
Issuing Payments of Invoices	Name:	Phone:	Email:
	Address:		

Newburgh Lab Office

280 Little Britain Road, Building 2 | Newburgh, NY 12550
845.563.9081 Tel | 845.563.9085 Fax

tectonicengineering.com
Equal Opportunity Employer



Corporate Office

70 Pleasant Hill Road, PO Box 37 | Mountainville, NY 10953
845.534.5959 Tel | 845.534.5999 Fax | 845.534.5666 HR Fax

tectonicengineering.com



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 62 OF 2023

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
FOR SPECIAL INSPECTION MATERIALS TESTING SERVICES**

WHEREAS, the City of Beacon seeks to contract for special inspection materials testing services on the Addition & Renovation for Beacon Fire Station Project; and

WHEREAS, Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (“Tectonic Engineering”) provides the above services and is willing and able to extend the same to the City of Beacon; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with Tectonic Engineering for special inspection materials testing services on the Addition & Renovation for Beacon Fire Station Project, subject to approval by the 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. 62 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 63 - Setting a Public Hearing for Proposed Local Law No. 3 of 2023 Concerning the Temporary Conversion of South Avenue to a One-Way Street of Traffic Between Main Street and Beacon Street and to Temporarily Repeal Certain Parking Restrictions Along South Avenue

ATTACHMENTS

Memorandum Regarding Proposed Local Law No. 3

Proposed Local Law No. 3 of 2023 Concerning the Temporary Conversion of South Avenue to a One-Way Street of Traffic Between Main Street and Beacon Street and to Temporarily Repeal Certain Parking Restrictions Along South Avenue

Setting a Public Hearing for Proposed Local Law No. 3 of 2023



CITY OF BEACON New York

845-838-5010

MEMORANDUM

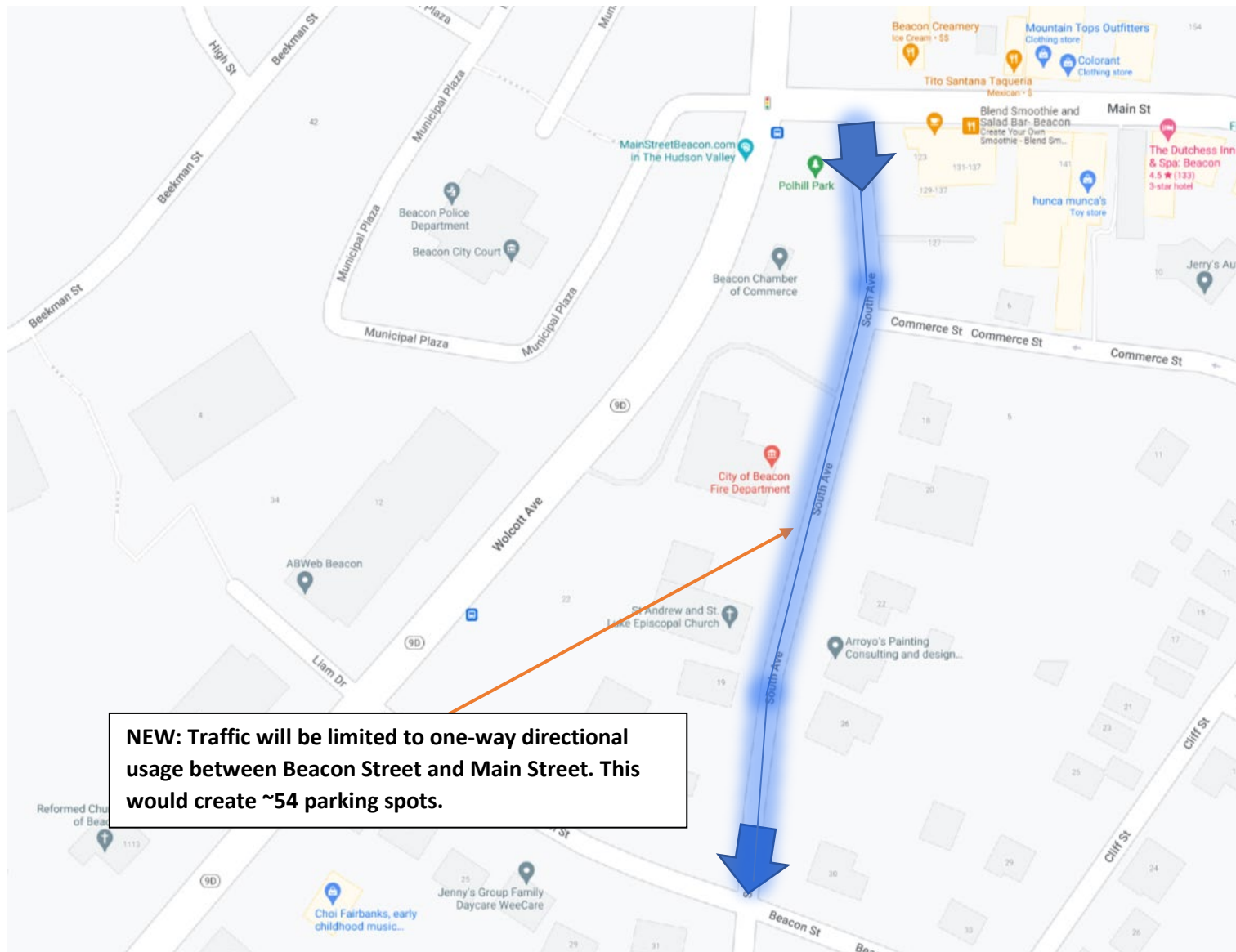
TO: Mayor Kyriacou and City Council

FROM: Benjamin Swanson

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

DATE: May 16, 2023

Pursuant to the City Council Workshop discussion on May 15, 2023, I have drafted a short memorandum regarding the potential amendments to City Vehicle and Traffic law.



1. Making South Avenue one-way between Beacon Street and Main Street.

DRAFT LOCAL LAW NO. 3 OF 2023

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW TO AMEND CHAPTER 211 OF THE CODE OF THE CITY
OF BEACON CONCERNING ONE-WAY STREETS AND PARKING**

A LOCAL LAW to amend Chapter 211 of the Code of the City of Beacon concerning the temporary conversion of South Avenue to a one-way street of traffic at the intersection of Main Street and ending at the intersection of Beacon Street and to temporarily repeal certain parking restrictions along South Avenue.

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

Section 1. Chapter 211, Article II, Section 7, Subsection B of the Code of the City of Beacon is hereby amended to provide for the temporary conversion of South Avenue to a one-way street beginning at the intersection of Main Street and ending at the intersection of Beacon Street thereby allowing for the southernly one-way direction of traffic:

§ 211-10. Stop intersections.

...

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

Name of Street	Direction of Travel	Limits
<u>South Avenue</u>	<u>South</u>	<u>From Main Street to Beacon Street</u>

Section 2. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to temporarily REPEAL parking restrictions on South Avenue between Main Street and Beacon Street as follows:

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

...

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

Name of Street	Side	Location
South Avenue	East	From Commerce Street to a point 215 south
South Avenue	East	From a point 215 feet south of Commerce Street to Beacon Street
South Avenue	East	From Main Street south to Commerce Street
South Avenue	West	From Main Street south to the north line of Saint Andrew's Church property

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

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

Section 5. Severability.

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 6. Effective date.

This local law shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York and shall expire and be deemed repealed in its entirety on October 01, 2024.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 63 OF 2023

**SETTING A PUBLIC HEARING FOR PROPOSED LOCAL LAW NO. 3 OF 2023 TO AMEND
CHAPTER 211 OF THE CODE OF THE CITY OF BEACON CONCERNING THE
TEMPORARY CONVERSION OF SOUTH AVENUE TO A ONE-WAY STREET OF TRAFFIC
BETWEEN MAIN STREET AND BEACON STREET AND TO TEMPORARILY REPEAL
CERTAIN PARKING RESTRICTIONS ALONG SOUTH AVENUE**

BE IT RESOLVED THAT the City Council hereby schedules a public hearing for June 12, 2023 on Proposed Local Law No. 3 of 2023 to amend Chapter 211 of the Code of the City of Beacon concerning the temporary conversion of South Avenue to a one-way street of traffic at the intersection of Main Street and ending at the intersection of Beacon Street and to temporarily repeal certain parking restrictions along South Avenue.

Resolution No. 63 of 2023			Date: May 22, 2023				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda

05/22/2023

Title:

Resolution No. 64 - Adopting a Home Rule Request for the Enactment and Adoption by the New York State Assembly and Senate of Bills Authorizing the City of Beacon to Impose a Hotel and Motel Tax

ATTACHMENTS

Resolution Adopting a Home Rule Request for the Enactment and Adoption by the New York State Assembly and Senate of Bills Authorizing the City of Beacon to Impose a Hotel and Motel Tax

Assembly Bill A06556 - Beacon Hotel Tax

Senate Bill S06590 - Beacon Hotel Tax



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 64 OF 2023

ADOPTING A HOME RULE REQUEST FOR THE ENACTMENT AND ADOPTION BY THE NEW YORK STATE ASSEMBLY OF ASSEMBLY BILL A.06556 AND FOR THE ENACTION AND ADOPTION BY THE NEW YORK STATE SENTATE BILL S.06590 AUTHORIZING THE CITY OF BEACON TO IMPOSE A HOTEL AND MOTEL TAX IN THE CITY OF BEACON

WHEREAS, Assembly Bill A.06556 and Senate Bill S.06590 have been introduced in the New York State Assembly and the New York State Senate, respectively each entitled “AN ACT to amend the tax law, in relation to authorizing the city of Beacon to impose a hotel and motel tax; and providing for the repeal of such provisions upon expiration thereof;” and

WHEREAS, the purposed of this proposed legislation is to authorize the City of Beacon to adopt a local law, as well as amend such, thereby imposing a local city tax on guests staying at hotels or motels (which includes, but is not limited to, short-term rentals such as Airbnb) within the City of Beacon at a rate not to exceed five percent of the per diem rental rate per room, notwithstanding such tax cannot be imposed on permanent residents of such motels and hotels; and

WHEREAS, the Mayor and City Council believe such a tax would be in the best interest of the City of Beacon and its residents; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Beacon, New York does hereby respectfully make a Home Rule Request pursuant to the New York State Home Rule Law that the New York State Assembly enact Assembly Bill No. A.06556 and the New York State Senate enact Senate Bill No. S.06590, a copy of which is attached hereto, to amend the New York Tax Law by adding a new section 1202-mm thereby authorizing the City of Beacon to impose a hotel and motel tax; being in the best interests of the City of Beacon.

BE IT FURTHER RESOLVED, the City Clerk is hereby authorized and directed to forward the appropriate number of copies of this Resolution and the Home Rule Request form with the appropriate transmittal letters to each House of the New York State Legislature.

BE IT FURTHER RESOLVED, such temporary appointment shall terminate upon the hiring of a permanent City Clerk or shall terminate ninety (90) days from its effective date, whichever occurs first.

Resolution No. 64 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

6556

2023-2024 Regular Sessions

IN ASSEMBLY

April 18, 2023

Introduced by M. of A. JACOBSON -- read once and referred to the Committee on Ways and Means

AN ACT to amend the tax law, in relation to authorizing the city of Beacon to impose a hotel and motel tax; and providing for the repeal of such provisions upon expiration thereof

<The People of the State of New York, represented in Senate and Assembly, do enact as follows:>

1- 1 Section 1. The tax law is amended by adding a new section 1202-mm to
1- 2 read as follows:
1- 3 <§ 1202-mm. Hotel or motel taxes in the city of Beacon. (1) Notwith->
1- 4 <standing any other provisions of law to the contrary, the city of>
1- 5 <Beacon, in the county of Dutchess, is hereby authorized and empowered to>
1- 6 <adopt and amend local laws imposing in such city a tax, in addition to>
1- 7 <any other tax authorized and imposed pursuant to this article such as>
1- 8 <the legislature has or would have the power and authority to impose upon>
1- 9 <persons occupying hotel or motel rooms in such city. For the purposes of>
1-10 <this section, the term "hotel" or "motel" shall mean and include any>
1-11 <facility consisting of rentable units and providing lodging on an over->
1-12 <night basis and shall include those facilities designated and commonly>
1-13 <known as "bed and breakfast" and "tourist" facilities. The rates of such>
1-14 <tax shall not exceed five percent of the per diem rental rate for each>
1-15 <room, provided however, that such tax shall not be applicable to a>
1-16 <permanent resident of a hotel or motel. For the purposes of this section>
1-17 <the term "permanent resident" shall mean a person occupying any room or>
1-18 <rooms in a hotel or motel for at least ninety consecutive days.>
1-19 <(2) Such tax may be collected and administered by the chief fiscal>
1-20 <officer of the city of Beacon by such means and in such manner as other>
1-21 <taxes which are now collected and administered by such officer or as>
1-22 <otherwise may be provided by such local law.>
1-23 <(3) Such local laws may provide that any tax imposed shall be paid by>
1-24 <the person liable therefor to the owner of the hotel or motel room occu->

EXPLANATION--Matter in <italics> (underscored) is new; matter in brackets [] is old law to be omitted.

LBD10675-01-3

A. 6556

2

2- 1 <paid or to the person entitled to be paid the rent or charge for the>
2- 2 <hotel or motel room occupied for and on account of the city of Beacon>
2- 3 <imposing the tax and that such owner or person entitled to be paid the>
2- 4 <rent or charge shall be liable for the collection and payment of the>
2- 5 <tax; and that such owner or person entitled to be paid the rent or>
2- 6 <charge shall have the same right in respect to collecting the tax from>
2- 7 <the person occupying the hotel or motel room, or in respect to nonpay->
2- 8 <ment of the tax by the person occupying the hotel or motel room, as if>
2- 9 <the tax were a part of the rent or charge and payable at the same time>
2-10 <as the rent or charge; provided, however, that the chief fiscal officer>
2-11 <of the city, specified in such local law, shall be joined as a party in>
2-12 <any action or proceeding brought to collect the tax by the owner or by>
2-13 <the person entitled to be paid the rent or charge.>
2-14 <(4) Such local laws may provide for the filing of returns and the>
2-15 <payment of the tax on a monthly basis or on the basis of any longer or>

2-16 <shorter period of time.>
2-17 <(5) This section shall not authorize the imposition of such tax upon>
2-18 <any transaction, by or with any of the following in accordance with>
2-19 <section twelve hundred thirty of this article:>
2-20 <a. The state of New York, or any public corporation (including a>
2-21 <public corporation created pursuant to agreement or compact with another>
2-22 <state or the Dominion of Canada), improvement district or other poli->
2-23 <tical subdivision of the state;>
2-24 <b. The United States of America, insofar as it is immune from taxa->
2-25 <tion;>
2-26 <c. Any corporation or association, or trust, or community chest, fund>
2-27 <or foundation organized and operated exclusively for religious, charita->
2-28 <ble or educational purposes, or for the prevention of cruelty to chil->
2-29 <dren or animals, and no part of the net earnings of which inures to the>
2-30 <benefit of any private shareholder or individual and no substantial part>
2-31 <of the activities of which is carrying on propaganda, or otherwise>
2-32 <attempting to influence legislation; provided, however, that nothing in>
2-33 <this paragraph shall include an organization operated for the primary>
2-34 <purpose of carrying on a trade or business for profit, whether or not>
2-35 <all of its profits are payable to one or more organizations described in>
2-36 <this paragraph.>
2-37 <(6) Any final determination of the amount of any tax payable hereunder>
2-38 <shall be reviewable for error, illegality or unconstitutionality or any>
2-39 <other reason whatsoever by a proceeding under article seventy-eight of>
2-40 <the civil practice law and rules if application therefor is made to the>
2-41 <supreme court within thirty days after the giving of the notice of such>
2-42 <final determination, provided, however, that any such proceeding under>
2-43 <article seventy-eight of the civil practice law and rules shall not be>
2-44 <instituted unless:>
2-45 <a. The amount of any tax sought to be reviewed, with such interest and>
2-46 <penalties thereon as may be provided for by local law shall be first>
2-47 <deposited and there is filed an undertaking, issued by a surety company>
2-48 <authorized to transact business in this state and approved by the super->
2-49 <intendent of financial services of this state as to solvency and respon->
2-50 <sibility, in such amount as a justice of the supreme court shall approve>
2-51 <to the effect that if such proceeding be dismissed or the tax confirmed>
2-52 <the petitioner will pay all costs and charges which may accrue in the>
2-53 <prosecution of such proceeding; or>
2-54 <b. At the option of the petitioner such undertaking may be in a sum>
2-55 <sufficient to cover the taxes, interests and penalties stated in such>
2-56 <determination plus the costs and charges which may accrue against it in>
A. 6556 3

3- 1 <the prosecution of the proceeding, in which event the petitioner shall>
3- 2 <not be required to pay such taxes, interest or penalties as a condition>
3- 3 <precedent to the application.>
3- 4 <(7) Where any tax imposed hereunder shall have been erroneously, ille->
3- 5 <gally or unconstitutionally collected and application for the refund>
3- 6 <thereof duly made to the proper fiscal officer or officers, and such>
3- 7 <officer or officers shall have made a determination denying such refund,>
3- 8 <such determination shall be reviewable by a proceeding under article>
3- 9 <seventy-eight of the civil practice law and rules, provided, however,>
3-10 <that such proceeding is instituted within thirty days after the giving>
3-11 <of the notice of such denial, that a final determination of tax due was>
3-12 <not previously made, and that an undertaking is filed with the proper>
3-13 <fiscal officer or officers in such amount and with such sureties as a>
3-14 <justice of the supreme court shall approve to the effect that if such>
3-15 <proceeding be dismissed or the tax confirmed, the petitioner will pay>
3-16 <all costs and charges which may accrue in the prosecution of such>
3-17 <proceeding.>
3-18 <(8) Except in the case of a wilfully false or fraudulent return with>
3-19 <intent to evade the tax, no assessment of additional tax shall be made>
3-20 <after the expiration of more than three years from the date of the>
3-21 <filing of a return, provided, however, that where no return has been>
3-22 <filed as provided by law the tax may be assessed at any time.>
3-23 <(9) All revenues resulting from the imposition of the tax under the>
3-24 <local laws shall be paid into the treasury of the city of Beacon and>
3-25 <shall be credited to and deposited in the general fund of the city. Such>
3-26 <revenues may be used for any lawful purpose.>

3-27 <(10) If any provision of this section or the application thereof to>
3-28 <any person or circumstance shall be held invalid, the remainder of this>
3-29 <section and the application of such provision to other persons or>
3-30 <circumstances shall not be affected thereby.>
3-31 § 2. This act shall take effect immediately and shall expire and be
3-32 deemed repealed 3 years after such date.

6590

2023-2024 Regular Sessions

IN SENATE

April 27, 2023

Introduced by Sen. ROLISON -- read twice and ordered printed, and when printed to be committed to the Committee on Investigations and Government Operations

AN ACT to amend the tax law, in relation to authorizing the city of Beacon to impose a hotel and motel tax; and providing for the repeal of such provisions upon expiration thereof

<The People of the State of New York, represented in Senate and Assem-

<bly, do enact as follows:>

1- 1 Section 1. The tax law is amended by adding a new section 1202-mm to
1- 2 read as follows:
1- 3 <§ 1202-mm. Hotel or motel taxes in the city of Beacon. (1) Notwith->
1- 4 <standing any other provisions of law to the contrary, the city of>
1- 5 <Beacon, in the county of Dutchess, is hereby authorized and empowered to>
1- 6 <adopt and amend local laws imposing in such city a tax, in addition to>
1- 7 <any other tax authorized and imposed pursuant to this article such as>
1- 8 <the legislature has or would have the power and authority to impose upon>
1- 9 <persons occupying hotel or motel rooms in such city. For the purposes of>
1-10 <this section, the term "hotel" or "motel" shall mean and include any>
1-11 <facility consisting of rentable units and providing lodging on an over->
1-12 <night basis and shall include those facilities designated and commonly>
1-13 <known as "bed and breakfast" and "tourist" facilities. The rates of such>
1-14 <tax shall not exceed five percent of the per diem rental rate for each>
1-15 <room, provided however, that such tax shall not be applicable to a>
1-16 <permanent resident of a hotel or motel. For the purposes of this section>
1-17 <the term "permanent resident" shall mean a person occupying any room or>
1-18 <rooms in a hotel or motel for at least ninety consecutive days.>
1-19 <(2) Such tax may be collected and administered by the chief fiscal>
1-20 <officer of the city of Beacon by such means and in such manner as other>
1-21 <taxes which are now collected and administered by such officer or as>
1-22 <otherwise may be provided by such local law.>

EXPLANATION--Matter in <italics> (underscored) is new; matter in
brackets

[] is old law to be omitted.

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S. 6590

2

2- 1 <(3) Such local laws may provide that any tax imposed shall be paid by>
2- 2 <the person liable therefor to the owner of the hotel or motel room occu->
2- 3 <piated or to the person entitled to be paid the rent or charge for the>
2- 4 <hotel or motel room occupied for and on account of the city of Beacon>
2- 5 <imposing the tax and that such owner or person entitled to be paid the>
2- 6 <rent or charge shall be liable for the collection and payment of the>
2- 7 <tax; and that such owner or person entitled to be paid the rent or>
2- 8 <charge shall have the same right in respect to collecting the tax from>
2- 9 <the person occupying the hotel or motel room, or in respect to nonpay->
2-10 <ment of the tax by the person occupying the hotel or motel room, as if>
2-11 <the tax were a part of the rent or charge and payable at the same time>
2-12 <as the rent or charge; provided, however, that the chief fiscal officer>
2-13 <of the city, specified in such local law, shall be joined as a party in>
2-14 <any action or proceeding brought to collect the tax by the owner or by>
2-15 <the person entitled to be paid the rent or charge.>
2-16 <(4) Such local laws may provide for the filing of returns and the>

2-17 <payment of the tax on a monthly basis or on the basis of any longer or>
2-18 <shorter period of time.>
2-19 <(5) This section shall not authorize the imposition of such tax upon>
2-20 <any transaction, by or with any of the following in accordance with>
2-21 <section twelve hundred thirty of this article:>
2-22 <a. The state of New York, or any public corporation (including a>
2-23 <public corporation created pursuant to agreement or compact with another>
2-24 <state or the Dominion of Canada), improvement district or other poli->
2-25 <tical subdivision of the state;>
2-26 <b. The United States of America, insofar as it is immune from taxa->
2-27 <tion;>
2-28 <c. Any corporation or association, or trust, or community chest, fund>
2-29 <or foundation organized and operated exclusively for religious, charita->
2-30 <ble or educational purposes, or for the prevention of cruelty to chil->
2-31 <dren or animals, and no part of the net earnings of which inures to the>
2-32 <benefit of any private shareholder or individual and no substantial part>
2-33 <of the activities of which is carrying on propaganda, or otherwise>
2-34 <attempting to influence legislation; provided, however, that nothing in>
2-35 <this paragraph shall include an organization operated for the primary>
2-36 <purpose of carrying on a trade or business for profit, whether or not>
2-37 <all of its profits are payable to one or more organizations described in>
2-38 <this paragraph.>
2-39 <(6) Any final determination of the amount of any tax payable hereunder>
2-40 <shall be reviewable for error, illegality or unconstitutionality or any>
2-41 <other reason whatsoever by a proceeding under article seventy-eight of>
2-42 <the civil practice law and rules if application therefor is made to the>
2-43 <supreme court within thirty days after the giving of the notice of such>
2-44 <final determination, provided, however, that any such proceeding under>
2-45 <article seventy-eight of the civil practice law and rules shall not be>
2-46 <instituted unless:>
2-47 <a. The amount of any tax sought to be reviewed, with such interest and>
2-48 <penalties thereon as may be provided for by local law shall be first>
2-49 <deposited and there is filed an undertaking, issued by a surety company>
2-50 <authorized to transact business in this state and approved by the super->
2-51 <intendent of financial services of this state as to solvency and respon->
2-52 <sibility, in such amount as a justice of the supreme court shall approve>
2-53 <to the effect that if such proceeding be dismissed or the tax confirmed>
2-54 <the petitioner will pay all costs and charges which may accrue in the>
2-55 <prosecution of such proceeding; or>

S. 6590

3

3- 1 <b. At the option of the petitioner such undertaking may be in a sum>
3- 2 <sufficient to cover the taxes, interests and penalties stated in such>
3- 3 <determination plus the costs and charges which may accrue against it in>
3- 4 <the prosecution of the proceeding, in which event the petitioner shall>
3- 5 <not be required to pay such taxes, interest or penalties as a condition>
3- 6 <precedent to the application.>
3- 7 <(7) Where any tax imposed hereunder shall have been erroneously, ille->
3- 8 <gally or unconstitutionally collected and application for the refund>
3- 9 <thereof duly made to the proper fiscal officer or officers, and such>
3-10 <officer or officers shall have made a determination denying such refund,>
3-11 <such determination shall be reviewable by a proceeding under article>
3-12 <seventy-eight of the civil practice law and rules, provided, however,>
3-13 <that such proceeding is instituted within thirty days after the giving>
3-14 <of the notice of such denial, that a final determination of tax due was>
3-15 <not previously made, and that an undertaking is filed with the proper>
3-16 <fiscal officer or officers in such amount and with such sureties as a>
3-17 <justice of the supreme court shall approve to the effect that if such>
3-18 <proceeding be dismissed or the tax confirmed, the petitioner will pay>
3-19 <all costs and charges which may accrue in the prosecution of such>
3-20 <proceeding.>
3-21 <(8) Except in the case of a wilfully false or fraudulent return with>
3-22 <intent to evade the tax, no assessment of additional tax shall be made>
3-23 <after the expiration of more than three years from the date of the>
3-24 <filing of a return, provided, however, that where no return has been>
3-25 <filed as provided by law the tax may be assessed at any time.>
3-26 <(9) All revenues resulting from the imposition of the tax under the>
3-27 <local laws shall be paid into the treasury of the city of Beacon and>
3-28 <shall be credited to and deposited in the general fund of the city. Such>

3-29 <revenues may be used for any lawful purpose.>
3-30 <(10) If any provision of this section or the application thereof to>
3-31 <any person or circumstance shall be held invalid, the remainder of this>
3-32 <section and the application of such provision to other persons or>
3-33 <circumstances shall not be affected thereby.>
3-34 § 2. This act shall take effect immediately and shall expire and be
3-35 deemed repealed 3 years after such date.

City of Beacon City Council Agenda
05/22/2023

Title:

Resolution No. 65 - Urging the New York State Legislature to Adopt A7208/S6893 to Make Unlawful the Discharge of Radiological Substances into the Hudson River in Connection with the Decommissioning of a Nuclear Power Plant

ATTACHMENTS

Resolution Urging the New York State Legislature to Adopt A7208/S6893 to Make Unlawful the Discharge of Radiological Substances into the Hudson River in Connection with the Decommissioning of a Nuclear Power Plant



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 65 OF 2023

**URGING THE NEW YORK STATE LEGISLATURE TO ADOPT A7208/S6893 TO MAKE
UNLAWFUL THE DISCHARGE OF RADIOLOGICAL SUBSTANCES INTO THE HUDSON
RIVER IN CONNECTION WITH THE DECOMMISSIONING OF A NUCLEAR POWER PLANT**

WHEREAS, the Indian Point nuclear power plant is located in Buchanan, New York, which is approximately seventeen miles south of the City of Beacon; and

WHEREAS, the Hudson River is a tidal river and water from Buchanan flows to the City of Beacon; and

WHEREAS, the company decommissioning the Indian Point nuclear power plant has announced its intention to release contaminated water from onsite radioactive fuel waste pools into the Hudson River; and

WHEREAS, on April 10, 2023, the City of Beacon City Council passed a resolution in opposition to the discharge of contaminated water into the Hudson River and in support of a ban on the release of any radiological agents into the waters of New York; and

WHEREAS, State Assemblymember Dana Levenberg and Senator Pete Harckham have sponsored Assembly Bill 7208 and Senate Bill 6893, respectively, which makes it unlawful to discharge any radiological substance into the Hudson River in connection with the decommissioning of a nuclear power plant and subjects violators to a civil penalty.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beacon urges the New York State Legislature to pass A7208/S6893 and that Governor Hochul sign the legislation once adopted; and

BE IT FURTHER RESOLVED that the Beacon City Clerk is directed to send a certified copy of this resolution to Governor Kathy Hochul, Senator Rob Rolison, Senator Pete Harckham, Assemblymember Jonathan Jacobson, Assemblymember Dana Levenberg, the New York State Public Service Commission, the New York State Department of Environmental Conservation, and the U.S. Nuclear Regulatory Commission.

Resolution No. 65 of 2023			Date: May 22, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/22/2023

Title:

May 1, 2023 Special Meeting Minutes

ATTACHMENTS

[May 1, 2023 Special Meeting Minutes](#)



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**May 1, 2023
7:00 PM
City Council
Draft
Minutes**

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. 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/user1296488>. 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 Paloma Wake, At Large

Councilmember George Mansfield, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Wren Longno, Ward Three

Also Present

Christopher White, City Administrator

Nicholas Ward-Willis, City Attorney

Call to Order

Roll Call

Local Laws and Resolutions

1. [Resolution No. 45 - Appointing Arkeem Gorham to the Position of Police Officer](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Mansfield.

Motion passes 5 – 0.

Community Segment

[Swearing in of Arkeem Gorham to the Position of Police Officer](#)

Adjournment

Motion to adjourn by Councilmember Rhodes.

Second by Councilmember Longno.

Motion passes 5 – 0

City of Beacon City Council Agenda
05/22/2023

Title:

May 8, 2023 Minutes

ATTACHMENTS

[May 8, 2023 Minutes](#)



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

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**May 8, 2023
7:00 PM
City Council
Draft
Minutes**

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. 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/user1296488>. 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 George Mansfield, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Justice McCray, Ward Two

Councilmember Wren Longno, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Christopher White, City Administrator

Christian A.L. Gates, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Police Advisory Committee Report](#)

Public Comment

Public Hearings

Reports: Mayor, City Council, and City Administrator

1. [Proclamation Declaring May 2023 as Mental Health Awareness Month](#)

Local Laws and Resolutions

1. [Resolution No. 46 - Appointing James Eve to the Recreation Committee](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

2. [Resolution No. 47 - Setting a Public Hearing for Proposed Local Law No. 2 of 2023 Regarding Stop Signs and Parking Restrictions](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

3. [Resolution No. 48 - Authorizing the City Administrator to Execute an Agreement with Alpine Tree Service for Tree Removal/Pruning](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Mansfield.

Motion passes 6 – 0.

4. [Resolution No. 49 - Authorizing the City Administrator to Execute an Agreement with Clove Excavators for Road Paving/Bituminous Concrete](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

5. [Resolution No. 50 - Authorizing the City Administrator to Execute an Agreement with A.Colarusso and Son for Asphalt Milling](#)

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

6. [Resolution No. 51 - Urging New York State to Pass Legislation Providing for a Right to Counsel in Eviction Proceedings](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

7. [Resolution No. 52 - Approving Amendments to the 2023 General Fund Budget](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Rhodes.

Motion passes 6 – 0.

Approval of Minutes

1. [April 24, 2023 Minutes](#)

Motion to approve the minutes by Councilmember Longno.

Second by Councilmember Rhodes.

Motion passes 6 – 0

Public Comment - Second Opportunity

Adjournment

Motion to adjourn by Councilmember Aymar-Blair.

Second by Councilmember Rhodes.

Motion passes 6 – 0