



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

**April 25, 2022
7:00 PM
City Council Agenda**

Roll Call

[Notice of Meeting Location - April 25, 2022](#)

Workshop Agenda Items

1. [Presentation on the Main Street Access Committee Advisory Report](#)
2. [Authorizing the City Administrator to Execute an Agreement with eMaint Enterprises, LLC for Computerized Maintenance Management System Services](#)
3. [Authorizing the City Administrator to Execute an Agreement with Mitchell Associates Architects, PLLC for Architectural Design Services for Tompkins Hose Firehouse](#)
4. [Discussion regarding the Selection of Community Investment Program Recipients](#)

City of Beacon City Council Agenda
04/25/2022

Title:

Notice of Meeting Location - April 25, 2022

ATTACHMENTS

[Notice of Meeting Location - April 25, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Workshop of April 25, 2022 in the Courtroom at 1 Municipal Plaza, Beacon, NY 12508. The meeting will simultaneously be streamed via Zoom. The public can attend in the Courtroom, or access the meeting via Zoom at

<https://us02web.zoom.us/j/86919893837?pwd=VmFpRVlFT1ZhSkcyRG1Obm1oYlI3QT09>

Webinar ID: 869 1989 3837 Passcode: 441729. To the extent internet access is not available, the public can attend via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 869 1989 3837 Passcode: 441729.

PLEASE TAKE FURTHER NOTICE, that the City Council Workshop of April 25, 2022 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

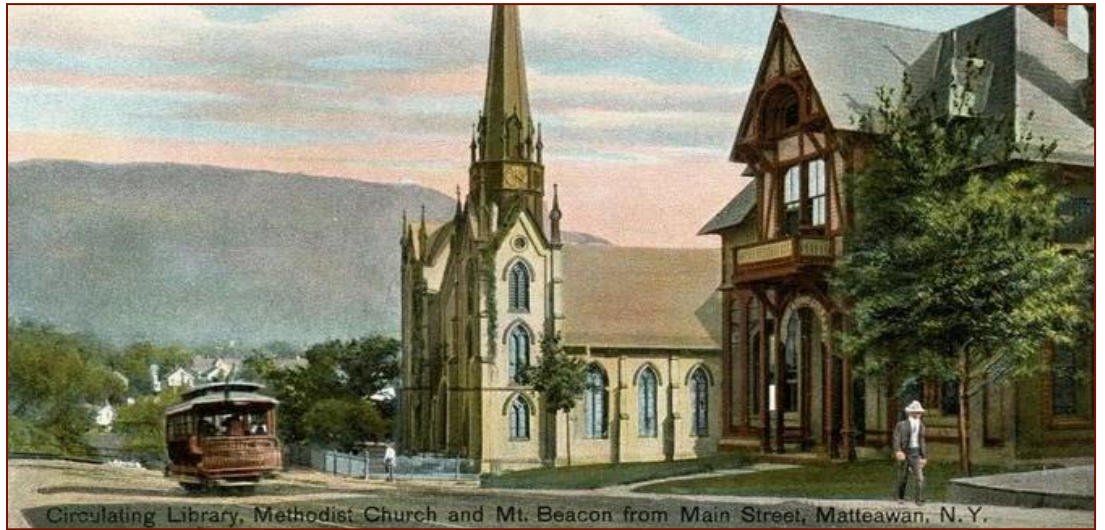
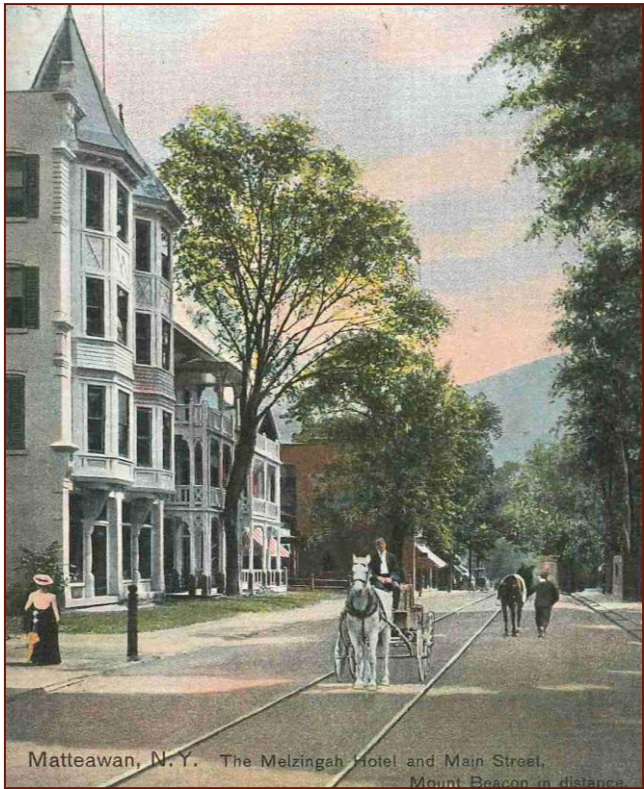
City of Beacon City Council Agenda
04/25/2022

Title:

Presentation on the Main Street Access Committee Advisory Report

ATTACHMENTS

[Main Street Access Committee Advisory Report](#)



**Beacon Main Street
Access Committee
Advisory Report
February 2022 Draft**





“The overall goal of the Main Street Access Committee is to develop a holistic action plan for sustainable Main Street parking, traffic, public transit, pedestrian and non-vehicular use...divided into (a) short-term opportunities or “quick fixes” that can be implemented relatively quickly, and (b) a longer term plan, including items that require more time and resources, along with ideas on how to fund.”

**Memorandum from the
Mayor and City Council
February 24, 2020**

Main Street Access Committee

Current Committee Members:

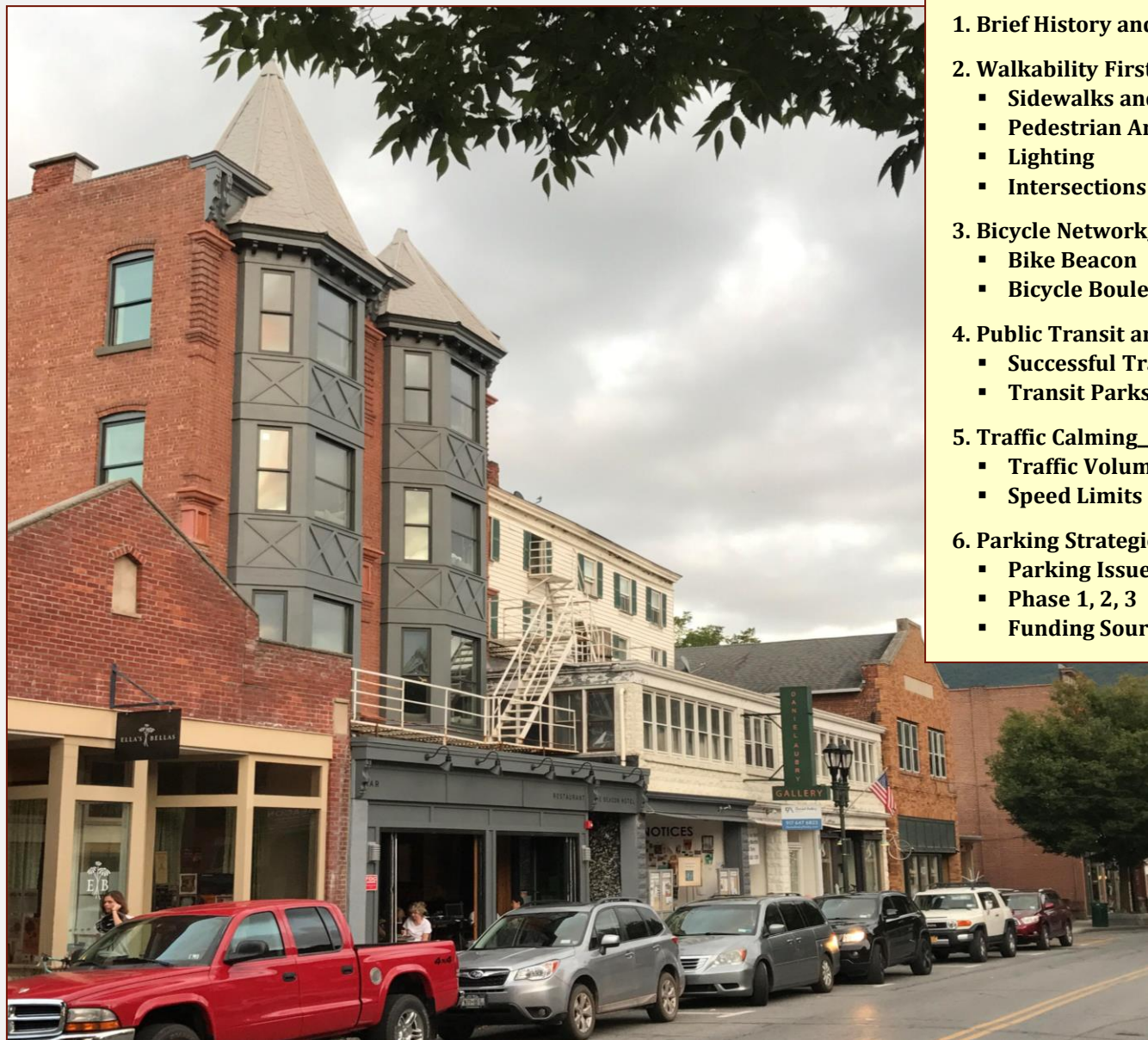
Stowe Boyd, Chair	Maria Lago
Andrew Bell, Vice-Chair	Harvey Kaplan
Pam Wetherbee, Vice-Chair	Theresa Kraft
Kelly Campbell	Paulette Myers-Rich
Thomas De Villiers	Ron Ray
Ron Donofrio	Nancy Rosaler
Assisted by John Clarke, Beacon Planning Consultant	

Former Committee Members:

Special thanks to Sara Pasti, Co-Chair

Emily Burke	Hank Osborn
J. C. Calderon	Scott Tillitt
Josh Kogan	





Access Committee Advisory Report

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The 2017 *Comprehensive Plan Update* concluded with a call for several “Next Steps,” one of which was a Main Street Plan for the identification and urban design of future activity centers and outdoor public spaces along Main Street. This document is intended to start a public process for completing that planning commitment.

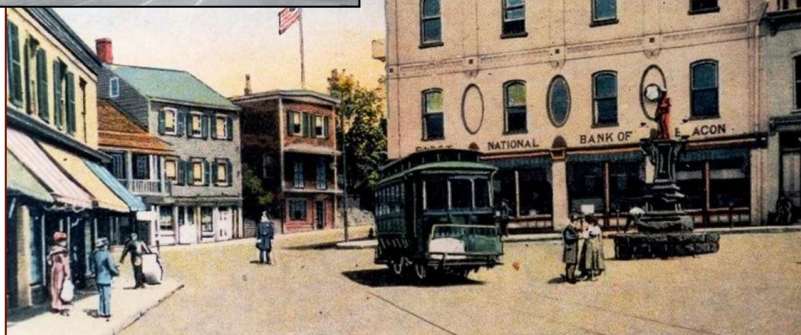
1. Brief History and Current Conditions



1867 Beers Atlas Map, showing early scattered buildings along the mile-long Main Street between the two villages of Fishkill Landing and Matteawan.



Electric trolleys running down the center of the street at Teller Avenue near 1930 on the left and through Bank Square around 1911 below.



Early History. Beacon emerged from two villages, Fishkill Landing near the river and Matteawan around the creek-side mill sites toward the mountain. The original connecting street, along what was later called Verplanck Avenue, was superseded by a direct Main Street by the 1850s. The initial Main Street access problem persists to this day – from Bank Square on the west to Fountain Square on the east is a little more than one mile, in addition to more than half-mile up from the Train Station. Most people will not walk more than ¼- to ½-mile before giving up or getting into a vehicle.

This essential distance difficulty was solved by the first electric trolley system in the region, running from 1892 to 1930 between the Train Station and the mountain with a connection to the Village of Fishkill. The trolleys ran every 7.5 minutes along Main Street and carried up to 9,000 riders a day. Beacon was a transit-rich place with the inter-city train along the river, Incline Railway up the mountain, and trolley linkage in between. Main Street flourished in this era, but later declined as the proliferation of private cars dispersed housing and retail development to suburban areas.

Urban Renewal. The 1965 *Beacon Center Renewal Plan* proposed razing most all of Main Street, turning it into a pedestrian mall with two flanking arterials lined by parking lots, similar to what occurred in Poughkeepsie. Luckily, Beacon's Main Street was mostly spared and the Lower and Upper Main Street Historic Districts survived relatively intact. Still, car traffic and parking began to dominate the modern streetscape and asphalt lots started displacing historic buildings.

Central Main Street, already the most inconsistently built-out section because of a later start, extended length, and early flooding problems, was more susceptible to the *Center Renewal Plan's* auto-oriented approach. A number of buildings and particularly the two blocks around the Post Office were cleared to begin to implement the arterial pattern. Parking lots, gas stations, garages, drive-through banks, and a car wash filled in the gaps.

The Bank Square area and down to the river were entirely leveled during the Urban Renewal period and the direct extension of Main Street to the river was disrupted by the regrading around Beekman Street. The Route 9D arterial, originally approved as a four-lane highway, was scaled-back to a narrower version in 1977, but it still was designed to wrap-around and bypass the businesses along Main Street.

Main Street Rebuilds. In the 1980s, Beacon had reached a low point with the loss of most manufacturing jobs and many boarded-up buildings on Main Street. A few individual investors began incrementally buying up historic but gutted-out buildings on the east end in the 1990s, repairing storefronts and bringing back residents to the upper floors. When the Dia art museum took over a vacant factory building near the river in 2003, the pace of activity accelerated in the western Historic District. By the mid-2000s, most historic buildings had been restored with the upper-floor tenants and weekend visitors helping to support the 1st-floor retail.

The 2007 *Comprehensive Plan* focused on rebuilding the Urban Renewal lands toward the river, which had been left mostly vacant since the late 1970s, and redeveloping the central section of Main Street, based on the multi-story, mixed use pattern in the adjacent historic districts. Not a single building more than one-story high had been built on Main Street in more than 25 years. In 2013, both the Urban Renewal parcels to the west and the center section of Main Street were rezoned to encourage pedestrian-friendly, mixed-use forms of new development. In the wake of long-term job losses and the vulnerability of a mile-long Main Street, the 2017 *Comprehensive Plan Update* reinforced that the “business district needs an increased residential population in the area near Main Street in order to support a larger market necessary for long-term viability.”

Current Conditions. Main Street recovered after the 2008 recession, but complaints remain around access issues. More traffic, crowded sidewalks, and a parking crunch are byproducts of economic success. A 2014 *City Center Parking Analysis* found adequate parking availability, but not always in the desired areas. Balancing access issues can be controversial.

In February of 2020, the City Council established the Main Street Access Committee to develop a holistic action plan for traffic, parking, biking, public transit, and pedestrian access, including both short-term fixes and longer-term strategies. The disruptions of the pandemic and recent Main Street reconstruction project have prevented a comparable repeat of the 2014 parking survey, but the Committee has met virtually twice a month, in addition to meetings with the Traffic and Safety Committee and City officials. The Access Committee has prepared eight memos to the City Council and two presentations with specific recommendations and graphics. The first July 14, 2020 memo offered quick fixes for crosswalks, stop signs, and parking. This report is meant to put all the advisory ideas and illustrations into a single document, recognizing that the public still needs to offer comments and final decisions are up to the City Council.



Main Street view from the 1940s compared to the 1965 Center Renewal Plan, which would have cleared most of Main Street for a pedestrian mall with parallel arterials and parking lots.



Before 1989

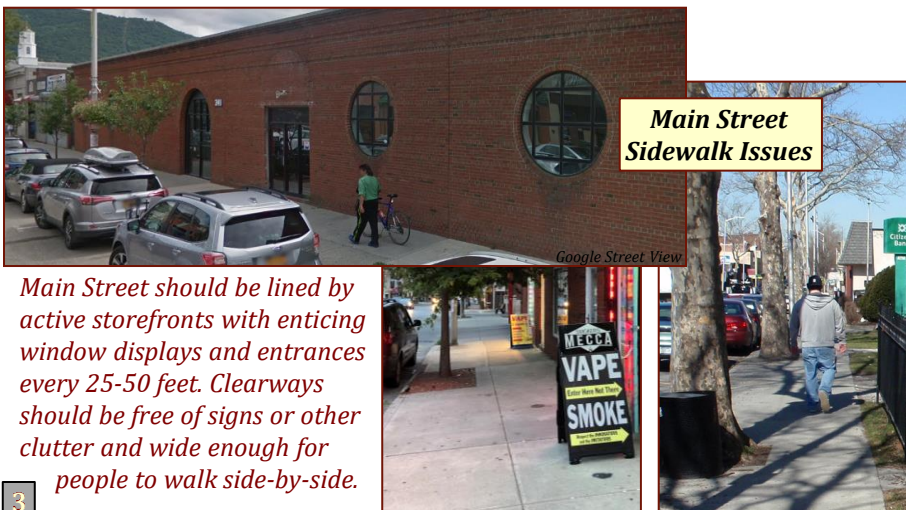
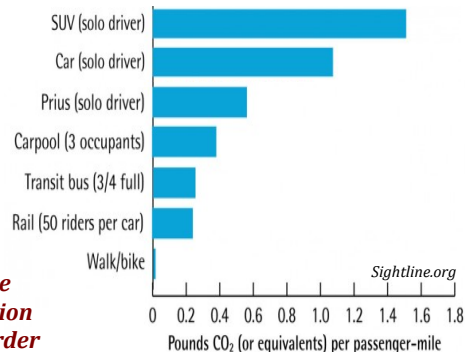
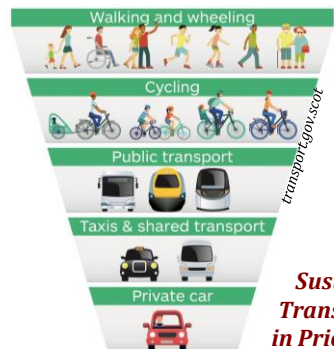


By 2001



Before examples of boarded-up buildings and after photos of mixed-use restorations.

2. Walkability First



Complete Streets are designed and maintained to enable safe access for all ages, abilities, and means of transportation, including pedestrians, bicyclists, persons with disabilities, transit riders, emergency vehicles, delivery trucks, and drivers. Design over the last 60+ years focused primarily on car access and expanded parking. The primary transportation objectives should shift from traffic flow and speed toward environmental and physical health, economic viability, social equity, and quality of life. Beacon adopted Complete Streets guidelines in 2016 and prepared a checklist to encourage consistency in all major street reconstruction projects.

Pedestrian Priority. Based on sustainability factors, access options can be ranked in priority order, promoting walking and biking whenever possible and reducing the dependence on private vehicles. The sections in this report are set in the same priority order. Walking is primal for humans and the prime sign of success for main streets. Retail depends on walk-in customers, so active sidewalks, pedestrian amenities, and lots of residents and jobs within walking distance are crucial for Main Street businesses.

The City completed a Main Street *Pedestrian Road Safety Assessment* in 2019. It listed 30 reported crashes involving pedestrians in the previous 10 years with three serious injuries and no fatalities. Over 73% were at intersections and 43% involved turning vehicles, largely left-turning. A woman in a crosswalk was recently killed by a left-turning vehicle at the Teller Avenue intersection. Among the suggestions in the report were to restripe faded crosswalks with thermoplastic, remove signs and other objects that obstruct the minimum pedestrian sidewalk clearway, and consider working with NYSDOT on the Fishkill/Teller crossing to incorporate Lead Pedestrian Intervals, giving pedestrians time to enter the crosswalk before vehicles are allowed to turn.

Sidewalks and Crosswalks should form a continuous social-spatial system where people feel comfortable walking together, having conversations, looking at storefronts, and crossing the street without fear. Successful Main Streets have active sidewalks all day and well into the night. Beacon's sidewalks are continuous, but ineffective in several ways:

- The width is too narrow in many sections. The Central Main Street zoning requires a pedestrian clearway at least 8 feet wide, whenever conditions permit, but existing clearances are often as little as 3-4 feet.
- The clearway is often obstructed by portable signs, tables, and displays.
- There are too many gaps in the streetscape and auto-oriented frontages. Parking lots facing Main Street should be replaced by buildings or parks.

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The City started a long-awaited Main Street project in 2021, installing curb extensions, new crosswalk signals, and ADA-compliant ramps at certain corners from Route 9D to Fishkill-Teller Avenue. Curb extensions shorten cross-walks, help calm traffic, keep vehicles from parking illegally too close to corners, and offer better pedestrian visibility. Repaving and restriping will be completed after the winter. Bold crosswalks should be applied at every intersection. Ladder bar or continental striping is highly visible and runs parallel to tire tracks, so it does not need to be reapplied as often.

Pedestrian Amenities include street trees, plantings, benches, trash and recycling containers, bike racks, outdoor dining, store displays, and human-scale lighting fixtures. They should be placed in the sidewalk transition zone between the pedestrian clearway and the curb. On-street parking and street trees form effective barriers from traffic lanes, making people feel safer on sidewalks. Clean, safe, and attractive sidewalks are critical for main streets and particularly those with tourist-enhanced economies.

Street trees are essential to provide shade for sidewalks, visually unify and frame the streetscape, clean the air, lower summer temperatures, help slow traffic, and raise property values. Studies show that tree cover is also linked with lower crime rates. Main Street and the side streets have too many gaps and empty tree wells in the tree network. The Tree Committee can offer advice on appropriate species that can tolerate drought, salt, limited tree wells, and other urban conditions, without severe damage to sidewalks, messy droppings, or pest problems. The best street trees have an arching canopy to offer a welcoming sense of enclosure and a higher branch and lacy leaf pattern to not block views of store signs and buildings.

Access to public toilets is a constant complaint from visitors to Beacon. Almost nothing is more necessary as a pedestrian amenity, yet difficult to find. Many restaurants and stores post signs reserving rest room access for customers only. While responsibility has shifted to private businesses over the years, the pandemic has made it clear that this is not a reliable option. Often those most affected are already the most disadvantaged, further dividing the haves and have-nots on a basic human right – access to clean sanitation. The Committee considered modern, stand-alone units, but they require a large initial investment and the reviews in other cities have been mixed. In the spirit of quick fixes, the best start could be to use existing public facilities, such as the Memorial Building, Library, County Center, and Visitors Center. They may need modifications and will require cleaning by contracted staff rotating between locations, especially on weekends.



The curb extension project is not fully completed (note the van parked in the crosswalk and striped no parking area). This example from Great Barrington to the right shows how shorter crosswalks and bold bar striping makes walking safer.



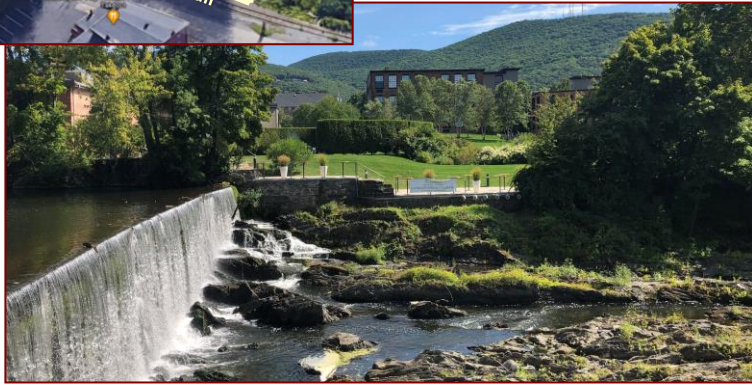
Benches should be placed in the transition zone between street trees and, for best viewing, set perpendicular to the street and sidewalk.



Canopy street trees should be planted in the transition zone every 30 to 40 feet. Trees will block views of the mountain, so they need to be located and trimmed to maintain prime vistas.



The MTA/Roundhouse property overlooking the Fishkill Creek and waterfalls should be developed as a public park off the future rail-trail, using the city-owned access opposite Herbert Street for ADA and limited parking.



Outdoor dining tables support restaurants and enhance side-walks, but tables, signs, and displays should not obstruct reasonably wide pedestrian clearways.

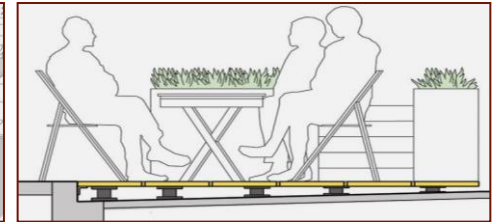
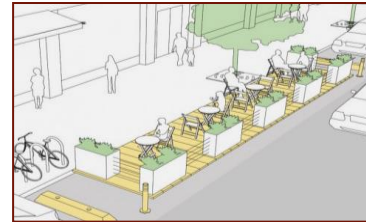


Replacing parking spaces with parklet outdoor seating was necessary during the pandemic and could be continued as a permitted option with well-designed barriers, canopies, and plantings.



New Park. The Access Committee identified a major Main Street amenity available for potential conversion into a public park. The MTA and Roundhouse property along the Fishkill Creek, with exceptional views of the falls and mountains, is in the Creek's floodway and thereby unbuildable. The MTA is also abandoning its tracks through Beacon and is open to a bicycle-pedestrian rail-trail on the right-of-way. The rail-trail will be an important new attraction, connecting recreational users to Main Street at Churchill Street, East Main Street, and along this parcel. The City should work with the property owners to establish permanent public access to this unique wedge of land between Main Street, the future rail-trail, and Fishkill Creek.

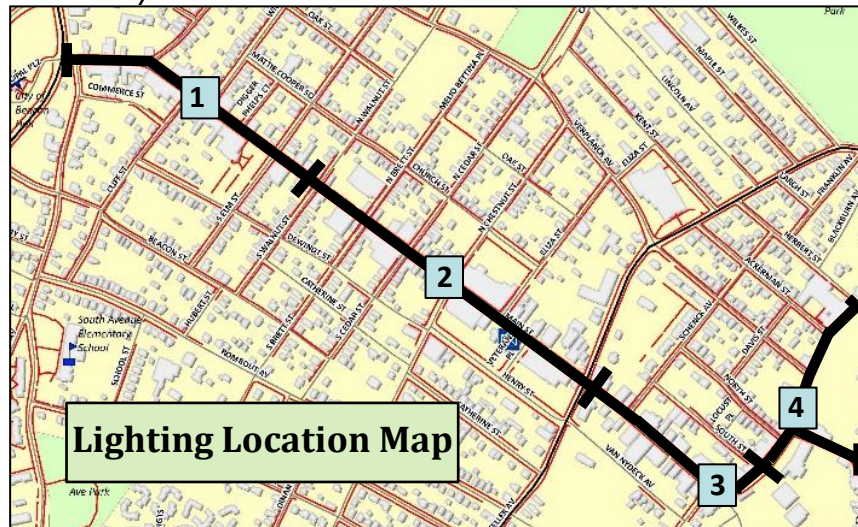
Parklets. Over the last two years, businesses have been forced by COVID to bring operations outside. In June 2020, the City issued *Re-opening Outside Guidelines* and a permit system to facilitate sidewalk dining, displays, and the conversion of parking spaces into parklets. The experiment was mostly a success and could be extended, as long as sidewalks and travel lanes are not be blocked and parklet designs have improved appearances.



Parklet leveled to sidewalk with attractive planters as traffic barriers.

Key Walkability Recommendations:

- ☐ Restripe crosswalks at all intersections early in the year to be most effective in the summer season, using bold parallel bar stripes.
- ☐ Install yellow crosswalk signs at primary pedestrian intersections.
- ☐ Enforce a sidewalk clearway 8 feet wide, or as much as conditions allow, without portable signs or other obstructions.
- ☐ Add Lead Pedestrian Intervals at the traffic signal crosswalks.
- ☐ Commit to a re-energized tree planting program with a targeted tree cover percentage and an elevated annual budget.
- ☐ Open public bathrooms in several existing buildings, including the necessary signs, security cameras, and maintenance commitment.
- ☐ Work with MTA and Roundhouse owners to create a public park overlooking the waterfalls at the northeast end of Main Street.



Lighting. Good street lighting extends the economic value of main streets and sense of security into the night. Public space is defined by light at night. The best light poles are 12-15 feet high to provide an intimate, pedestrian-oriented scale and to keep light under street trees and upper floor windows. Full cutoff fixtures avoid street glare and any light above the horizontal plane into the night sky. All building and sign lighting over 600 lumens (40w) should be focused downward, but storefront display lighting that spills onto sidewalks is encouraged. Lighting should be energy efficient LED and in 2,400-4,000 Kelvin range, warm but not too yellow or bright white.

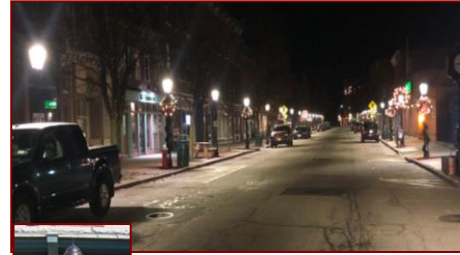
Beacon's Main Street has four main light types with a few odd fixtures on the far northeast end. From Wolcott Avenue to Walnut Street the lights are very low and tightly spaced, while from Walnut to Teller Avenue they are high and harsh. Tall lighting also gets lost in the trees. Both areas feel overly bright. Regular pools of light are more attractive than uniformly floodlit areas. The lights from Teller to South Street are beautiful, but too far apart. From South Street to Fountain Square the utility poles are unsightly enough without having the attached light fixtures drawing attention to them.

Key Lighting Recommendations:

- ❑ Replace the higher Main Street poles with pedestrian-scale fixtures.
- ❑ Consider relocating every other pole from the west section to help eliminate the higher pole lighting in the central or eastern areas.

Main Street Light Fixtures

(Lighting Problems Listed in Red)



- 1. Traditional Acorn Fixtures**
~11' High, 30-40' Spacing
- Pedestrian-scale height
 - Fits with Historic District
 - Uniform light under trees
 - Close spacing very bright
 - Low lights in driver's view

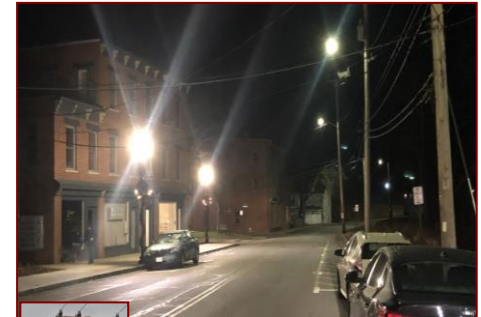


- 3. Double/Triple Acorn Fixtures**
~18' High, 100-180' Spacing
- Pedestrian-scale height
 - Fits with Historic District
 - Light can be blocked by trees
 - Wide spacing has dark gaps

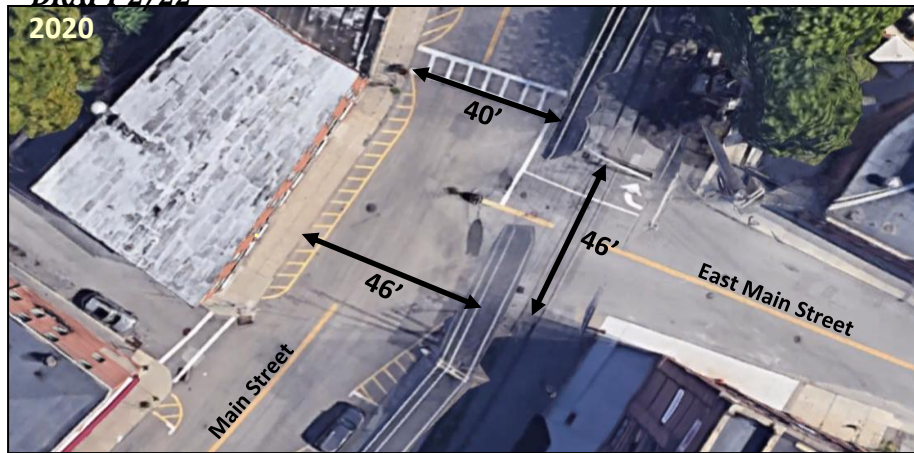


- 2. Modern Cobra Fixtures**
~40' High, 90-110' Spacing
- Highway-scale height
 - Conflicts with historic area
 - Trees often block lighting
 - Spills into upper windows

**Note the stronger glare patterns in the bottom two photos and the way taller poles light up the upper-floor residential windows.*



- 4. Cobras on Utility Poles**
~30' High, 110-120' Spacing
- Highway-scale height
 - Conflicts with historic area
 - Trees can block lighting
 - Spills into upper windows
 - On unsightly utility poles



Intersections. The recent Main Street reconstruction and a previous curb extension project have made improvements from Route 9D to South Street. The Access Committee identified three intersections on the eastern end that still deserve design upgrades. The highest priority is the East Main Street intersection, which has the following difficulties:

- The traffic pattern around the central light is not clear for some drivers;
- The streets are overly wide and two crosswalks are missing;
- There are no street trees or landscaping to buffer sidewalks from traffic;
- The abandoned rail tracks create an uneven surface for walkers.

Key Intersection Recommendation:

- ❑ Transform the East Main intersection into a walking-friendly place with 3-way stop signs, red-blinking dummy light, curb extensions, boldly striped crosswalks, landscaped buffers, and street trees.

Improved Intersection: East Main Street

- Historic dummy light preserved in place;
- Safer for pedestrians with three-way stop;
- Narrower streets and shorter crosswalks;
- Additional landscaping and street trees;
- Street parking increased by three spaces;
- New Greenway Trail along former rail bed.



Main Street is excessively wide without a stop sign or crosswalk to let pedestrians safely cross the street.



The East Main Street crossing has no crosswalk and remaining rail tracks that can act as a trip hazard.

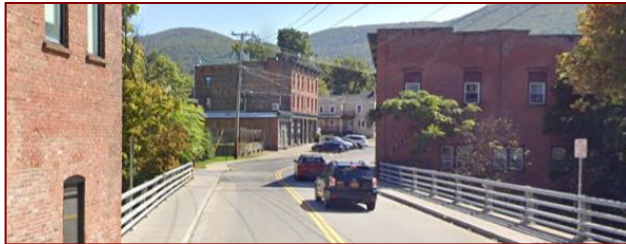
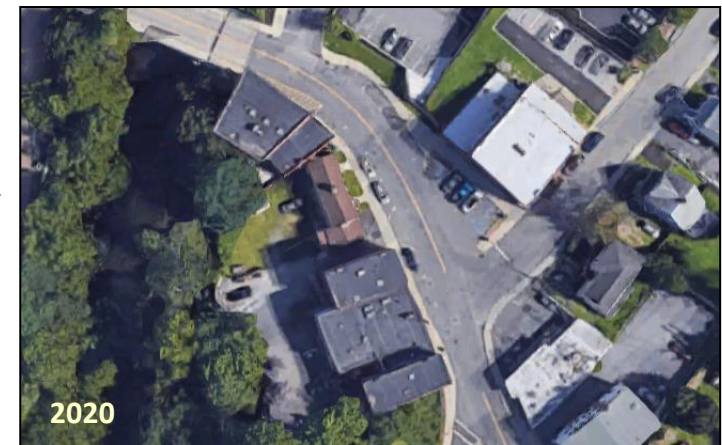


East Main Street is overly wide with no street trees or landscaped buffer for pedestrians from passing traffic.

Fountain Square at the east end of Main Street had a centerpiece fountain/horse trough and the same triangular shape from at least the 1850s. Unfortunately, the current layout has parked cars in the center backing out into traffic and cars at the corner store backing out over a sidewalk into the center of the intersection. There is lots of pavement, but no crosswalks, landscaping, street trees, and clearly no fountain in Fountain Square. The concept plan converts the central parking area into a green with seating and a focal point fountain. The 5 lost parking spaces can be mostly replaced by additional parallel street spaces. Three new replacement buildings can enliven the edges of the square and provide a stronger terminal view at the eastern end.

Key Intersection Recommendations:

- ❑ Bring back a fountain to Fountain Square, along with a squared-off Leonard Street corner, crosswalks, shade trees, added street parking, and replacement buildings.
- ❑ Narrow the bridge lanes with planted buffers to protect pedestrians on the sidewalks.



The bridge travel lanes are overly wide with no buffers or landscaping to slow traffic and protect pedestrians.



The entrance curve has a weak concave side where two former buildings were replaced by a parking lot.



The square has no fountain or landscaping, but lots of pavement where parked cars must back out into traffic.





The Churchill Street intersection is historically important with the Matteawan Train Depot, a landmark church, and Howland Library located on the outside edge of the Main Street curve. Churchill Street also leads to a public parking lot and one of the few bridges over the Fishkill Creek, but the intersection has multiple problems:

- No sidewalk or ADA ramp exists up the slope from the parking lot to Main Street;
- Churchill is very steep at the intersection with no stop sign and no right turns, leading to stops on the hill, hasty, unsafe driving decisions, and illegal turns.
- The Main Street curve limits visibility for traffic out of Churchill, parking cars, and people crossing the street in an area without convenient crosswalks.

Key Intersection Recommendations:

- ☐ Use curb extensions to slow traffic, increase visibility, and add crosswalks.
- ☐ Build a sidewalk with broad steps along the south side of Churchill Street and an ADA ramp, framing a terraced pocket park with mountain views.



Walking up the steep slope from the Churchill St. public parking lot without a sidewalk or ADA-compliant ramp.



The Churchill Street intersection has no stop sign, allows no right turns, and causes cars to stop on a steep grade.



Driving up Main Street, the curve reduces visibility for parking cars or pedestrians crossing the street.

3. Bicycle Network

Bike Beacon. According to the *Greenway Connections* guide on Building Bicycle Networks, half of all nationwide trips are three miles or shorter, less than a 20-minute bike ride, and one out of four trips is less than a mile, or a five-minute ride. Every bit of Beacon is within convenient biking distance, if the City had a safe bicycle network designed for the most efficient self-powered vehicle ever invented. Biking avoids pollution, greenhouse gases, extra car traffic, and parking problems, while promoting healthy living.

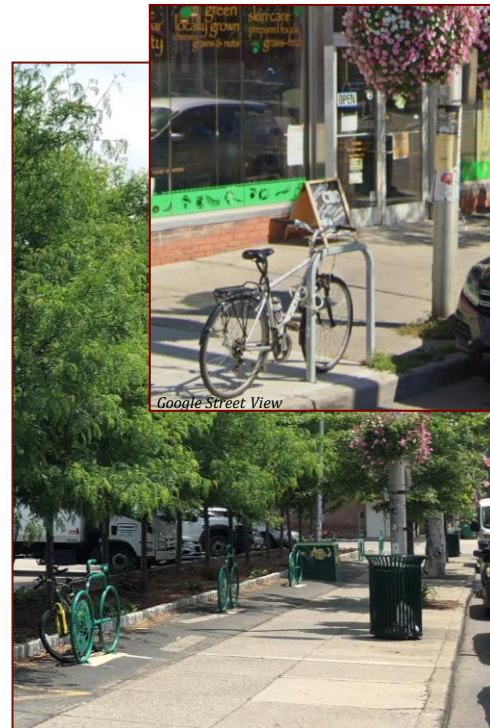
Beacon has a small block grid of side streets conducive to easy biking and some surrounding bike routes, such the Newburgh-Beacon Bridge and Klara Sauer-Madam Brett Trail, but no marked bike system that connects to Main Street. Most of Beacon is fairly flat, although there are hilly sections along the riverfront and mountain side of the City. Recent advances in electric bicycles boost pedaling power, especially up hills and against headwinds, helping a broader age and ability range to enjoy biking. Ebikes also allow easier, longer commutes with no need for a shower when you get to work.

The City did mark Main Street with sharrows in 2013 to remind drivers that bicyclists are permitted to use the full lane and flow with slow-speed car traffic. Sharrows on Main Street work well for confident bikers or electric bicycles, but are less comfortable for casual bikers, kids, and seniors. Since bicycling is not permitted on the sidewalks, the best alternative is to set up a bike network that runs parallel to Main Street on side streets and connects to popular destinations.

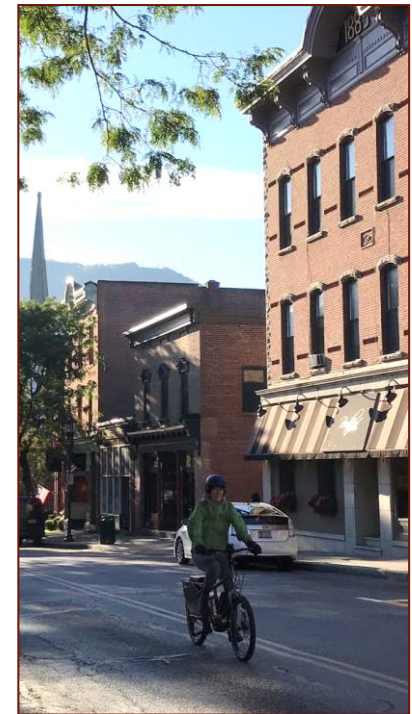
Bicycle Network. The Access Committee prepared the potential bike routes map on the next page, focusing on links to and from Main Street and the Train Station, north and south across Main Street, and a loop around the eastern section. Unfortunately, none of the streets parallel to Main provide a continuous east-west connection. The closest parallel streets were also avoided because the one-way side streets off Main Street make Henry, Dewindt, and Church streets prone to extra traffic and parking conflicts. This is not a final map of the best bicycle routes, but it may serve as a useful starting point for discussions with the Traffic & Safety Committee, the City Council, and other groups that are exploring green initiatives for Beacon.

The Smart Growth Coordinator has applied for a grant to hire a consultant to develop a full bicycle plan for the City, beginning with a strong public outreach process.

Sharrows, or shared-lane markings, indicate that bikers can use the full lane to flow with traffic, while avoiding opening car doors, on slow-speed streets too narrow for striped and buffered bike lanes.



Decorative and inverted-U bike racks along Main Street sidewalks near storefronts, but placed out of the pedestrian clearway.



Electric-assisted models make bikes easier to use, encouraging more zero- or one-car households.



Temporary street closure to through car traffic to test bicycle boulevard.



Permanent diversion of through traffic, while allowing free flow for bicycles.



Landscaped intersection circle slows down vehicle speeds, but allows through traffic.



Landscaped islands divert through car traffic along a bicycle boulevard.



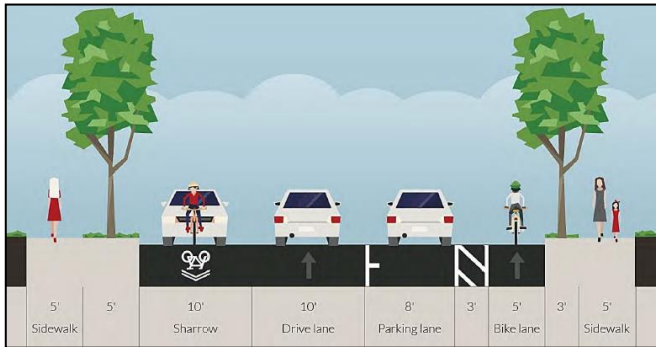
Bicycle Boulevards are low-speed (25 mph or lower) residential streets, often parallel to a major street, designed for bike-friendly connections to destinations. Cars are allowed for local access, while through traffic is discouraged by signs and barriers at intersections. Pedestrians and bikes are given priority on the boulevard and stop signs are avoided, but added at intersecting streets to stop crossing cars. Bicycle boulevards are especially attractive for, kids, families, and recreational biking. Residents on the street generally like the slower speeds, quiet, and extra landscaping.

The Committee recommended a bicycle boulevard along Cedar Street from the schools and Memorial Park on the north side, crossing Main Street at the Library and extending south to the neighborhood around South Avenue Park. This could be set up with temporary barriers and perhaps made permanent after an trial period.

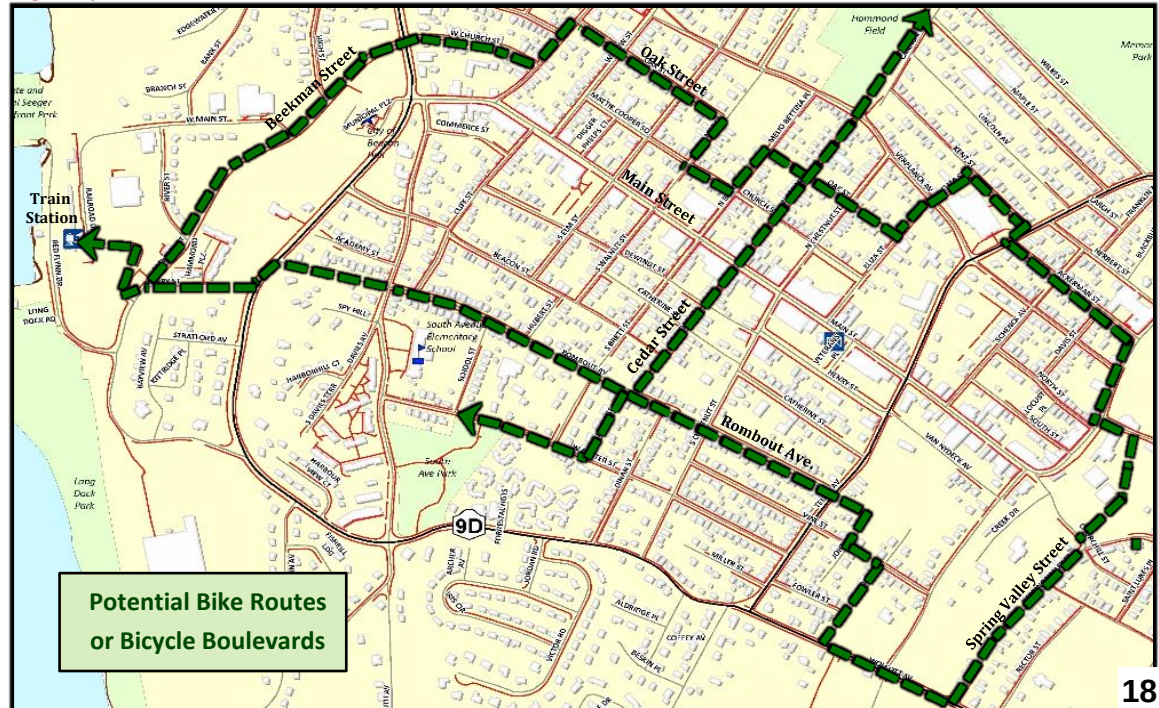
Key Bicycle Recommendations:

- ☐ Test a bicycle boulevard on Cedar Street with temporary barriers.
- ☐ Add more bike racks on Main Street, particularly inverted-U racks.
- ☐ Hire a consulting firm to complete a full Bicycle Plan for the City.

Existing Conditions



Dutchess County Transportation Council's proposal for Beekman Street from the Train Station up towards Main Street with a protected bike lane on the uphill side of the street and sharrow for the downhill travel lane.



Potential Bike Routes or Bicycle Boulevards

4. Public Transit and Pocket Parks

Successful Transit. Buses replaced trolleys, mostly because they allow more flexibility than fixed rail. But buses could not compete with the convenience of cars, especially when the public subsidizes the street system and supports free parking. Beacon does sponsor a Free Loop Bus route, which attracted 38,424 riders in 2019, the last full year before the pandemic. Free is great, but it is still a brightly painted standard bus that is too large for easy movements on Main Street. The Loop runs on an irregular schedule at 25-45 minute frequencies with no Sunday service and on a figure-eight route that makes riders from Main Street visit the mountainside before getting to the Train Station.

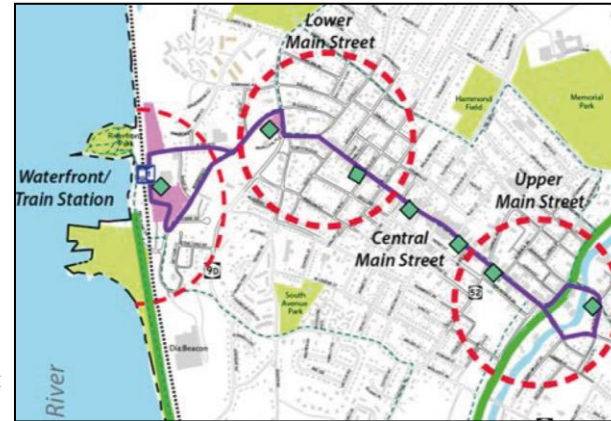
An effective Main Street transit system combines four primary conditions:

- Transit integrated with land uses, concentrating residents and employment sites within an easy walk of the Main Street businesses and bus route.
- Direct routes to destinations without unnecessary diversions or transfers.
- Frequencies of no more than 10-15 minutes, so riders do not need to look at schedules. Time-to-arrival clocks and apps also help with predictability.
- Comfortable and convenient design throughout - spacious shelters, level boarding with no steps, clean buses, soft seats, quiet electric motors with no diesel fumes, and stops at exciting public places, not parking lots.

Transit Parks. We need to reimagine the entire transit experience. The 2007 and 2017 Comprehensive Plans proposed filling-in remnant Urban Renewal land near the Train Station and gaps along Main Street, as well as another innovative way to integrate transit and land uses. Beacon has multiple parks along the river and on the north, south and east sides, but no public parks/plazas on Main Street. The Plan proposed 7 new pocket parks every 3-4 blocks at key civic uses, including City Hall, County Center, Library, and Post Office. The parks would feature a transit stop and shelter in front with on-time bus status and visitor information on area attractions. Infill buildings would help frame the parks, add edge activities, and help finance and maintain the parks. Because they are mainly on publicly owned parking lots or paved areas, the City could coordinate the design of bus stops, park elements, green infrastructure, building uses, and programming for maximum public benefits.

Key Transit Recommendation:

- ❑ **Begin to implement the transit parks plan with two requests for proposals at Veterans Place and the County Center parking lot.**



2017 Plan Update map showing 1/4-mile walking radii, trolley bus route along Main Street, and transit stops at civic parks. The plan promotes direct, frequent service, gathered around public places and designed to be welcoming and attractive to residents and visitors.



The Free Loop Bus has a positive price incentive, but the vehicle and operations can be improved.

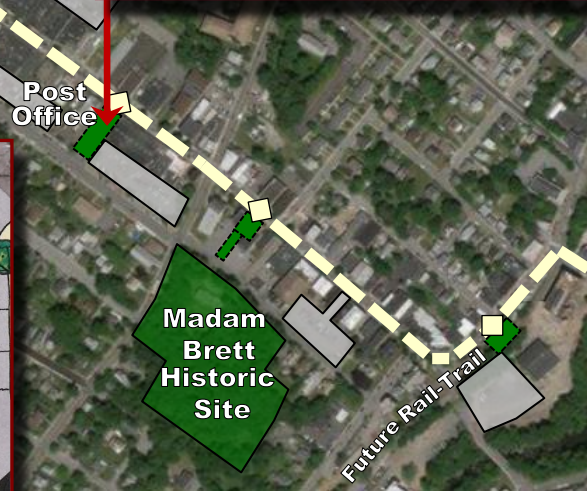
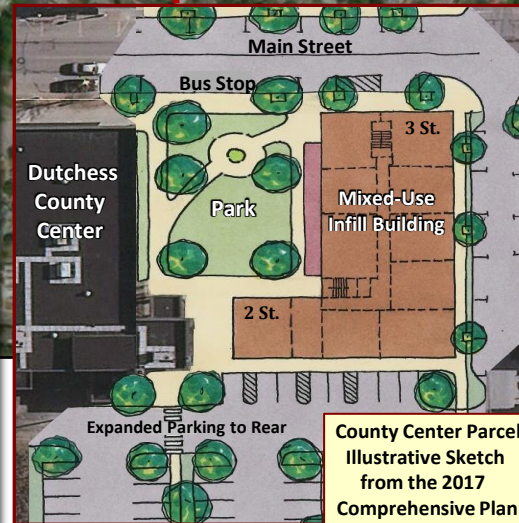
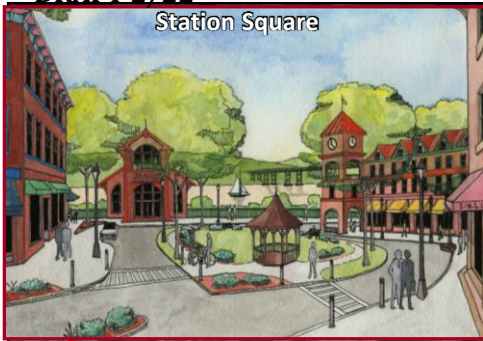


The Cold Spring-Beacon seasonal trolley bus with high steps and wood seats runs weekend afternoons.



A 21st century bus system might look more like this self-driving bus in Singapore with a low ADA entrance and designed for an efficient and comfortable ride.

Concept Plans for a Series of Transit-Centered Parks along Main Street



- Shuttle bus from Train Station to Main Street
- Bus stops with shelters every 3 - 4 blocks
- Publicly owned parking lots for infill buildings
- Proposed pocket parks at key civic uses

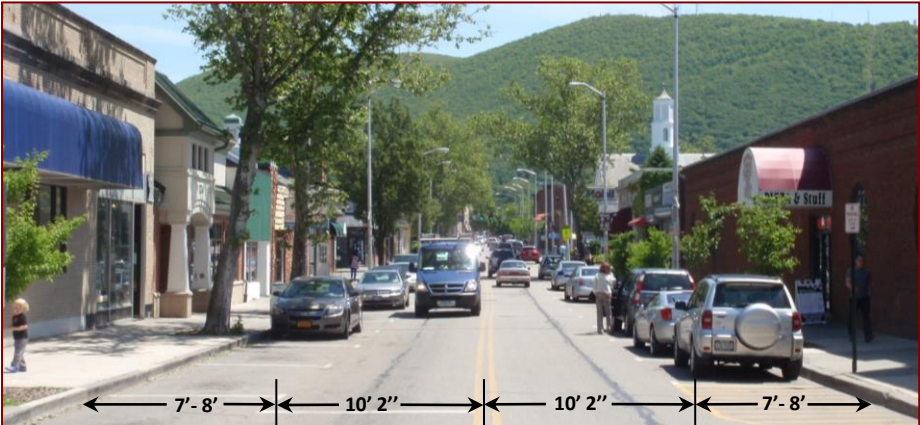
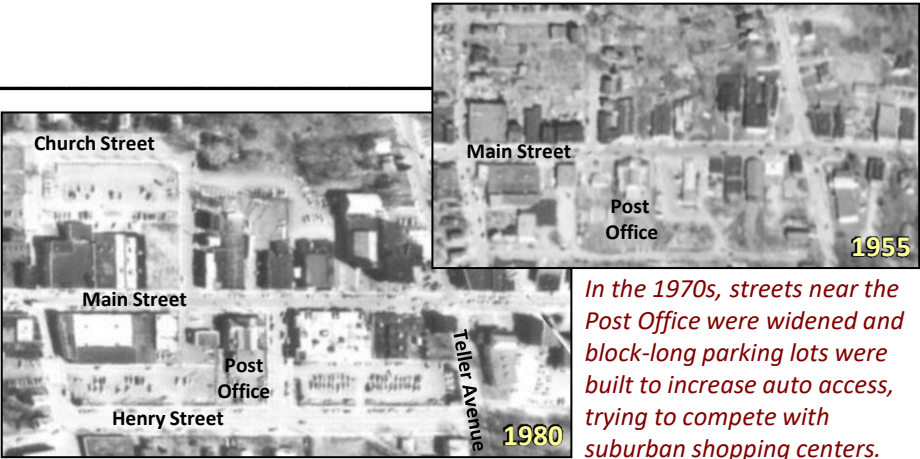
5. Traffic Calming

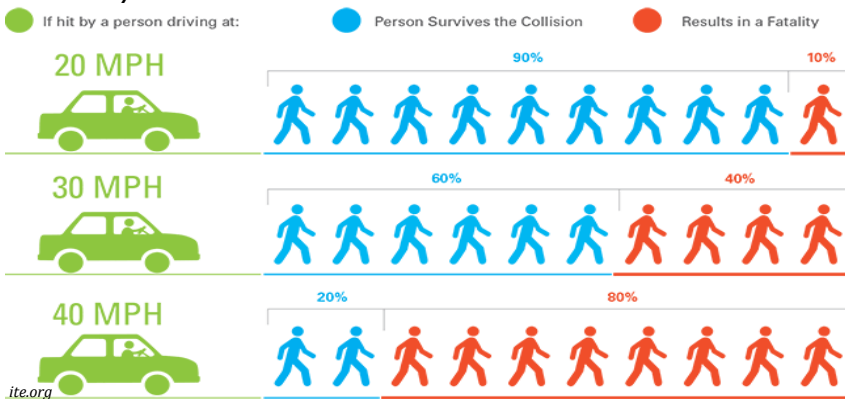
Traffic Volumes. The aerials to the right illustrate how the Urban Renewal agenda stressing car access was applied in the 1970s, widening streets and installing large parking lots. More than 50 years later, cars and parking are dominant features around Main Street. In the last traffic count prior to the pandemic, the 2019 average annual daily traffic (AADT) on Main Street was 6,489 vehicles per day. That was 4% less than the 2015 AADT, 10% less than the 2013 AADT, and 22% less than the 2019 count on Verplanck Avenue. By contrast, Fishkill’s Main Street had a 15,292 AADT in 2018 and Wappingers Falls had a 13,275 AADT in 2017, although those are state highways. Existing traffic volumes do not come close to exceeding the two-lane capacity.

Peak Traffic. Intersection delays at peak hours are measured by level of service (LOS) from A to F (A = delays less than 10 seconds and F = delays over 80 seconds at signals). COVID-related disruptions made an updated traffic study unreliable, so the Committee looked at six previous traffic studies in the Main Street area from 2015-2020. All included street counts and considered background growth plus any proposed nearby projects. Main Street operated at LOS A or B from Elm to Churchill Street. Westbound at Route 9D was the lone LOS C. The only side street studied with significant delays was the Tioronda-Main Street northbound leg with LOS D at the Saturday peak hour.

Congestion vs. Speed. Since Main Street has only one stop sign at the Herbert Street end and only a couple widely spaced signals to slow down vehicles, a certain amount of traffic congestion can prevent higher speeds. Free-flowing LOS A and B are not generally expected or recommended for urban centers. Speeds start dropping down significantly at LOS D. Slow, steady traffic is also the best approach for commercial exposure. Successful main streets are busy with lots of pedestrians, passing transit, and a mix of vehicular traffic.

Lane widths. Studies verify that wider lanes just lead to higher speeds and more serious injury crashes. According to the National Association of City Transportation Officials, “Lane widths of 10 feet are appropriate in urban areas and have a positive impact on street safety without impacting traffic operations.” Main Street travel lanes range from 9 feet 2 inches to almost 11 feet wide, while the parking spaces are a uniform 8 feet. A better approach is to have consistently narrow, but not too tight 10-foot 2-inch travel lanes and vary the width of the parking spaces to between 7 and 8 feet wide.





Raised intersections bring the street and crosswalk up to the sidewalk level.

Delivery trucks often park in the yellow striped areas adjacent to intersections, blocking views of crosswalks or from side streets.



The recently installed curb extensions prevent illegal parking next to corners and provide better visibility for pedestrians and drivers entering from side streets.



Speed Limits. Over the last decade, pedestrian deaths are way up in the U.S. Serious injuries and pedestrian fatalities rise significantly when vehicle speeds exceeds 20 mph. Some cities are lowering speed limits from 30 or 25 mph under the slogan “20 is Plenty.” A Portland, Oregon 20 mph post-reduction study showed average speeds remained about the same at 22 mph, but faster driving speeds over 25, 30, and 35 mph were substantially reduced. Enforcement is needed to make speed limits effective, but police ticketing is time intensive. Traffic cameras are a proven, low-cost method to enforce limits, but are restricted in New York.

Traffic calming creates a physical sense of caution or side friction to naturally slow down drivers more effectively than signs alone. Successful calming combines elements, including narrow lanes, street parking, bold and mid-block crosswalks, curb extensions, street trees, and more enclosing streetscape facades. The curves on the east and west end help slow traffic, while the straight stretches between signals induce faster speeds. Some drivers even accelerate to beat red lights. All-way stop signs could be considered at a couple major side streets or instead of the signal at Chestnut Street. They can prevent speed build-up and make side street turns safer. Stopping establishes eye contact between drivers and pedestrians, rather than looking up at the light as you cruise on through.

Raised crosswalks, speed tables, or raised intersections are other calming options. Vehicles ramp up to a flat surface at sidewalk level, slowing down drivers at the shallow entry incline. Unlike speed bumps or humps, the ramps and flat section are wide enough to not jar cars, buses, and emergency vehicles. They eliminate the need for sidewalk ramps, send a clear message that pedestrians have priority, and often include alternative paving materials to emphasize the grade change. Raised crosswalks or intersections could be designed for a few locations where speeding is a problem, perhaps at Willow or Elm on the western section, Cedar or Veterans Place near the center, and mid-block at the Van Nydeck parking lot entrance to the east.

Key Traffic Calming Recommendations:

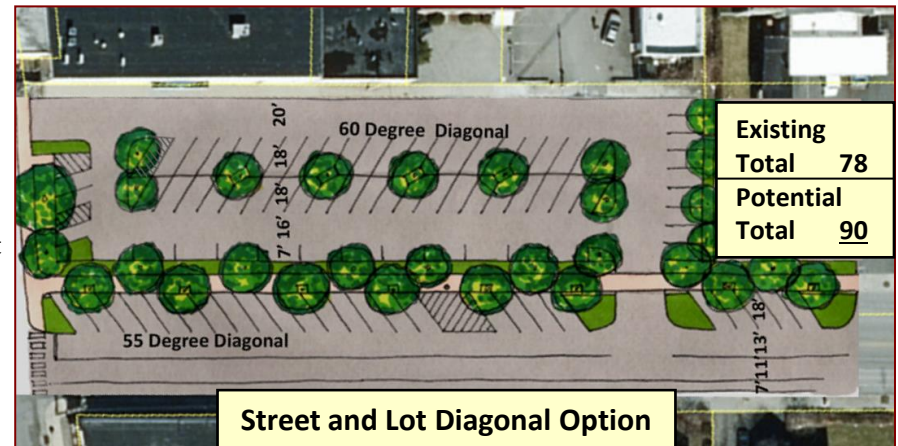
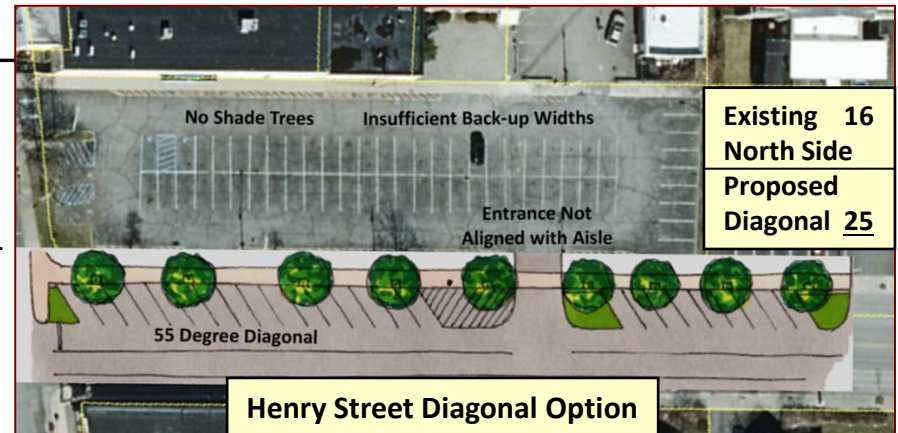
- ❑ **Stripe the Main Street travel lanes to a consistently narrow 10-foot 2-inch width, while adjusting the parking lane widths between 7 – 8 feet.**
- ❑ **Lower the speed limit to 20 mph on Main Street and the adjacent side streets within two blocks, given the high level of pedestrian activities.**
- ❑ **Place all-way stop signs at every intersection within two blocks of Main Street and add stop signs where side streets meet Main Street.**
- ❑ **Consider stop signs, raised crosswalks, or raised intersections at several locations along Main Street.**

6. Parking Strategies

Parking Issues. The 2014 *City Center Parking Analysis* found sufficient parking capacity, including 326 spaces on Main Street and 778 spaces within one block on side streets. Publicly owned lots now add another 686 spaces, but empty spaces are not always in the most favorable areas. The 2014 study also included nine recommendations to address future demand, about half of them since implemented. The Churchill Lot was since added and Van Nydeck Avenue striped for more spaces.

Parking still remains a major concern, but it has to be balanced with other public interests. As a result, the Committee proposes that Beacon should not add any new large surface parking lots. If anything, those lots should instead be repurposed, replacing lifeless lots with active, revenue-building uses, while still providing more overall parking spaces than now. The suggested strategy is a step-by-step process, moving from one phase to the other only when parking demand becomes critical under the current approach.

Phase 1 involves redesigning current lots and streets to produce short-term, low-cost parking spaces. The following illustrations show how the City could provide over 180 new spaces on existing surfaces without constructing any new lots. Extra spaces could then be created by striping side streets within two-blocks for the most efficient use. Eliza Street, for example, would supply four more spaces with proper striping on the just the first block, compared to current use. The highest priority streets for striping include the first blocks of Herbert (north side), Brett, Eliza, Cedar, Willow, and Blackburn. Tioronda should also be striped and signed to prevent parking on the east side south of Van Nydeck. Main Street should also be striped early in the spring, using the more efficient standards shown on page 18.



Fishkill Avenue is wide enough to allow additional on-street parking within a block of Main Street, while also protecting the east sidewalk and helping to slow traffic

Publicly Owned Parking Lots near Main Street Over 9 Acres or about 400,000 square feet



--- Access Study Area (within 2 Blocks of Main St.)

Public Parking Lots with Number of Spaces

Phase 2. If these shorter-term actions to create parking become inadequate, the next phase may be for the Council and public to consider paid parking on and near Main Street. Paid parking is a proven method to manage parking demand, while avoiding any new heat-inducing asphalt lots when climate warming is such a crisis. Under free parking, Beacon visitors produce most of the peak parking problems, but do not help cover the costs of maintaining streets, signs, lights, striping, and related costs, except negligibly through indirect sales taxes. The costs are borne by Beacon residents and businesses.

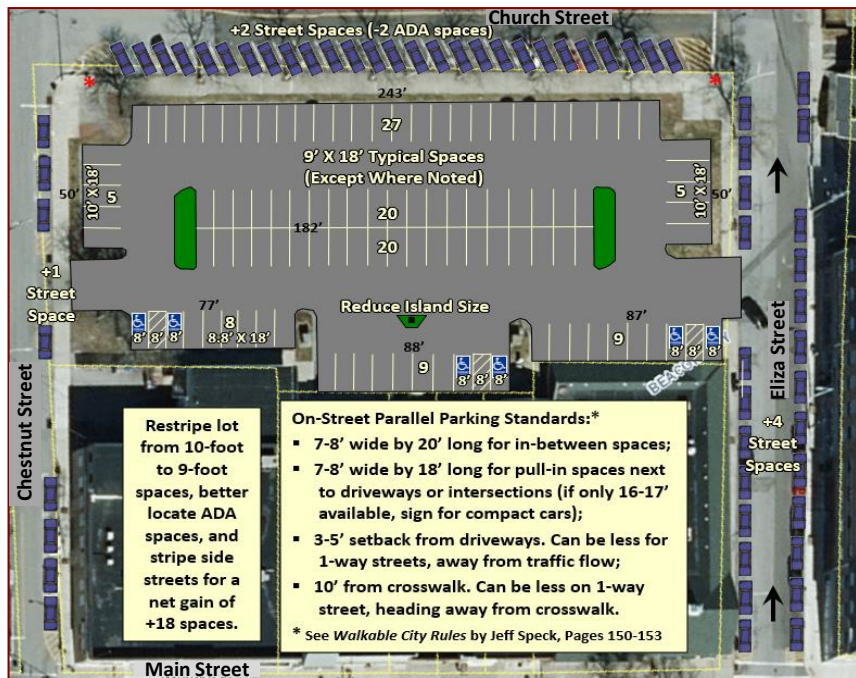
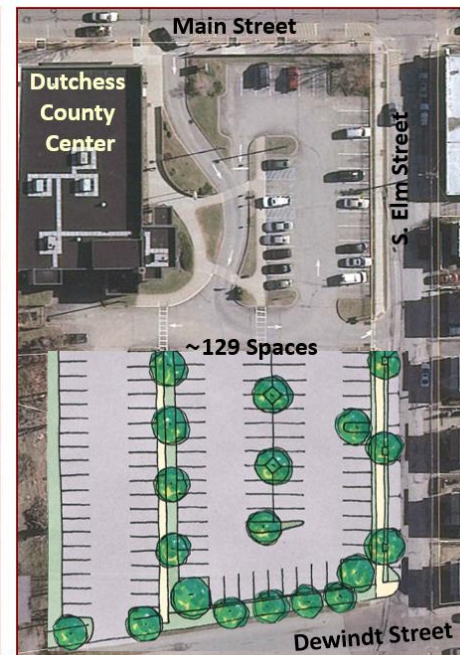
Dutchess County Center

Main Street

S. Elm Street

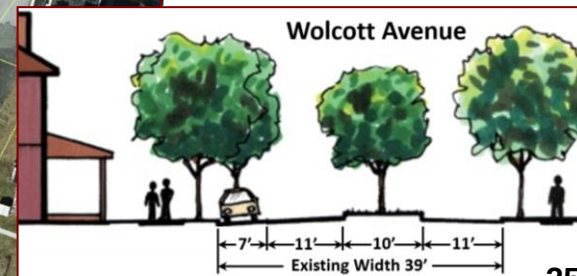
92 Spaces

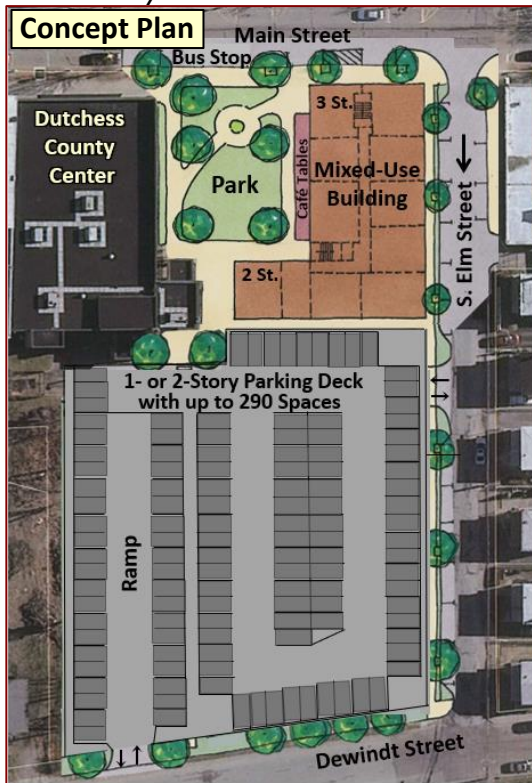
Dewindt Street



The rear section of the County Center parking lot can be reconfigured to create about 37 additional spaces.

Wolcott Avenue was designed as a higher speed arterial with wide lanes and a continuous left turn lane serving few left turns. It can be turned into a slower speed boulevard with a landscaped center median, pocket left turns, street trees, and 25 on-street spaces within a block of Main Street.



Concept Plan

The County Center parking lot could be replaced by a central park, transit stop, and new corner building to frame and energize the public green-space. A parking structure with a green façade and rooftop solar canopies to the rear would supply extra spaces for western Main Street.

The area around the Post Office reimagined with an amphitheater park, transit stop, 2-level arcade for market stalls and outdoor dining, and garden park on the roof of the rear building with views of the Highlands. A 3-story parking deck with stores and housing along the Eliza and Chestnut Street frontages allows the two Henry Street lots to be rebuilt as health care offices and affordable housing with first-floor parking. City ownership provides public control over design and uses.

Phase 3. If the Phase 2 paid parking does not sufficiently control demand, or if the City decides to replace the public surface parking lots model dating back to the 1970s, there are two lots near Main Street that have enough area to be efficiently redeveloped as parking structures. Stacked parking has multiple advantages, primarily by allowing other surface lots to be converted to active, revenue-producing uses in prime locations. Asphalt lots are dead-space voids in what should be a seamless network of sidewalks and storefronts. It is better for businesses to place employee and longer-term parking off Main Street with a lower hourly rate incentive, freeing-up Main Street spaces for shorter turnover use. Consolidated parking also acts as an anchor, creating lively pedestrian paths along storefronts between the structure arrival point and nearby destinations.

Parking structures do present challenges. They are expensive to build, assent to automobiles over less-polluting alternatives, and too often look like hulking slabs. Recent parking deck designs show that they can be integrated into the side streets of historic areas, using green screening or narrow liner buildings to maintain attractive and active streetscapes. If car parking becomes less necessary over time, decks can also be structurally designed up front with adequate floor heights to be converted to housing or other uses in the future.

Concept Plan

Funding Sources. Construction of highly designed Main Street parks can cost \$100-\$200/square foot and parking structures can be up to \$25,000/space. Funding could come from a NYS Downtown Revitalization Initiative grant, given each year to a city in the Mid-Hudson region, but this \$10 million grant is very competitive. Other State or Federal transportation or infrastructure grants are also a possibility. Additional funding options might include:

- Paid parking system on and around Main Street (see Phase 2);
- Sale or long-term lease of the two Henry Street parking lots, the south section of Veterans Place, the County Center corner frontage, and potentially other smaller lots for infill redevelopment once the parking is replaced;
- Rental of parking structure liner buildings for commercial and residential uses;
- Concessions from outdoor dining or other uses that front on public parks;
- Quarterly or annual in-lieu fees instead of parking waivers or variances;
- Parking Improvement District fees from Central Main Street properties; and
- Increased property taxes from immediate area redevelopment.

A combination of any or all of the above can help pay back low-interest bonds for public construction. Private funding would be provided for new infill buildings and to help maintain adjacent public places.

Key Longer-Term Parking Recommendation:

- ❑ **Investigate specific funding options for transforming large public parking lots into a more productive mix of uses.**

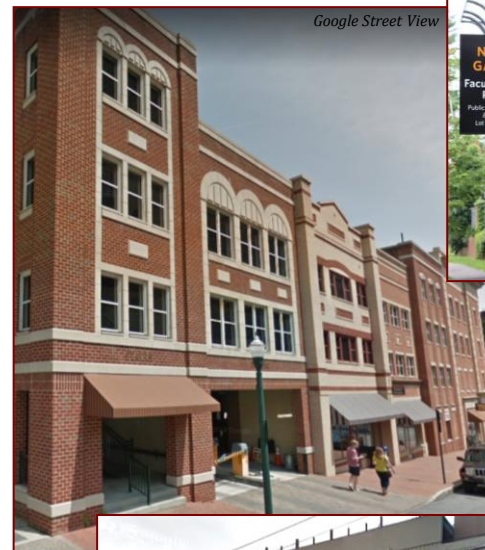
Ongoing Work. The Committee is in the process of conducting an online survey to get input on specific questions from business owners. Tasks still under active consideration include loading zones, ADA parking along the Main Street corridor, snow removal, and a comparable repeat of the 2014 *Parking Analysis* capacity study this spring after Main Street is repaved.

The appointment of the Access Committee just as the pandemic hit has made public interactions during the initial planning process difficult. This draft summary report is intended to put all the suggested ideas so far in one place for a public presentation, community comments, and City Council review with directions on how to proceed.

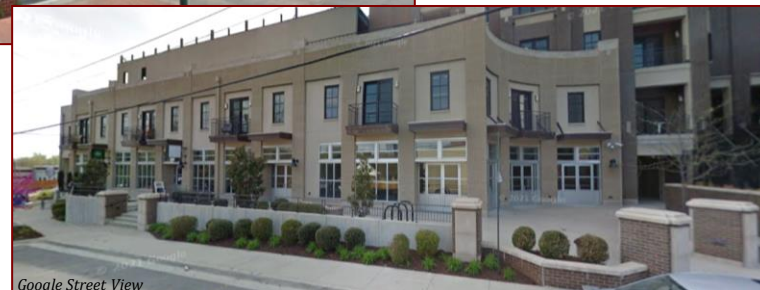
Green planted façade on a parking garage in Princeton, NJ.



Historically compatible façade on a parking structure in the Staunton, VA city center.



A narrow residential liner building hiding a rear parking structure in Fayetteville, AR.

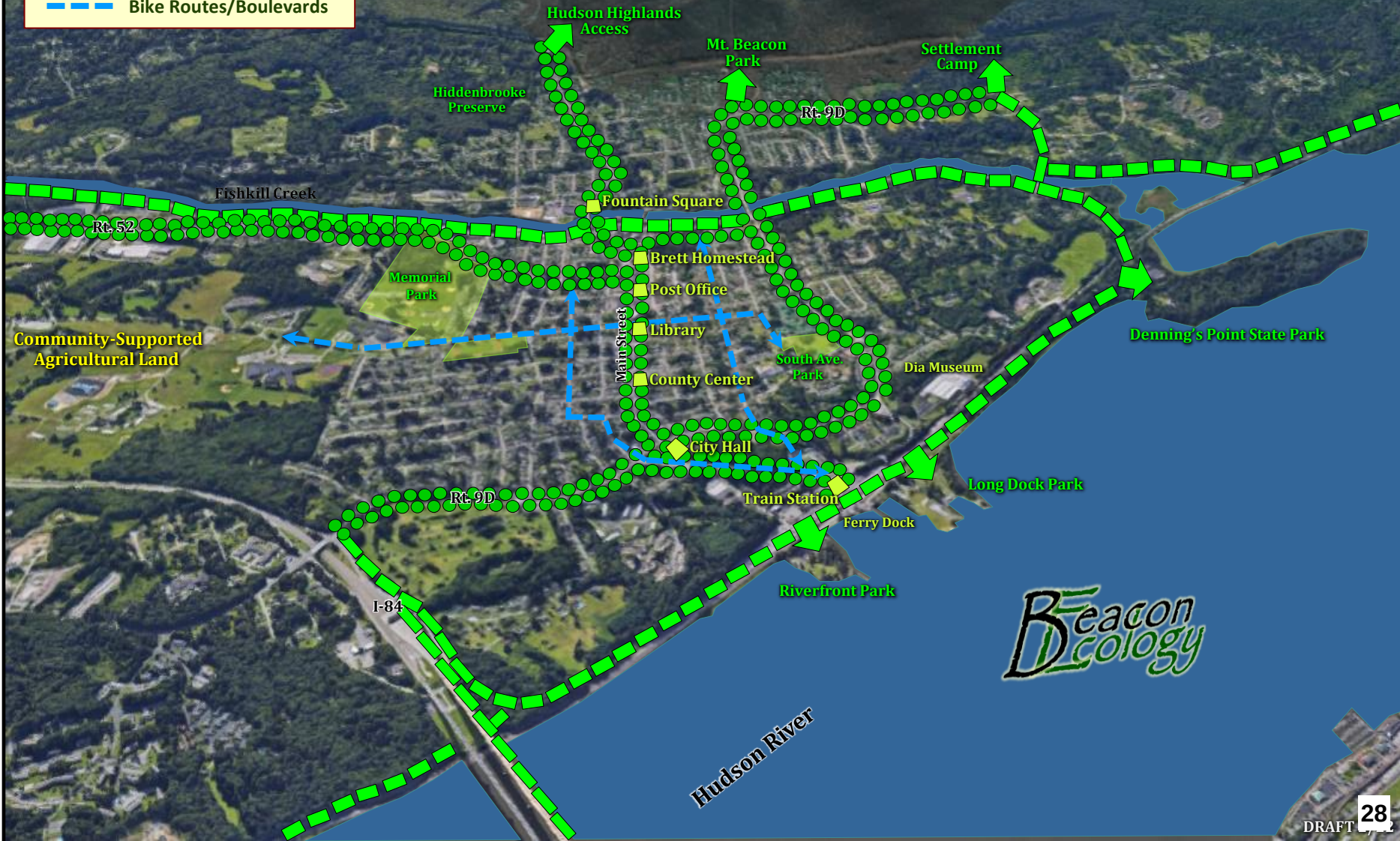


Truck deliveries and the lack of loading zones are persistent problems. The Committee is surveying business owners before making recommendations.

Beacon's Access Connections: Creating an Exemplary Ecological City

-  Greenway Trail Network
-  Street Boulevard System
-  Main Street Public Parks with Shuttle Bus Stops
-  Bike Routes/Boulevards

3,000+ Acres of Public Access Parkland



Beacon Ecology

City of Beacon City Council Agenda
04/25/2022

Title:

Authorizing the City Administrator to Execute an Agreement with eMaint Enterprises, LLC for Computerized Maintenance Management System Services

ATTACHMENTS

[Draft Agreement with eMaint Enterprises, LLC for Computerized Maintenance Management System Services](#)

**AGREEMENT BETWEEN THE CITY OF BEACON AND
EMAINT ENTERPRISES, LLC FOR COMPUTERIZED MAINTENANCE
MANAGEMENT SYSTEM SERVICES**

This Agreement (the “Agreement”) is made and entered into effective the ___ day of May, 2022 by and between **eMaint Enterprises, LLC (the “CONSULTANT”)**, with offices at 3181 N. Bay Village Court, Bonita Springs, Florida 34135 and the **CITY OF BEACON (the “CITY”)**, a municipal corporation of the State of New York with offices at 1 Municipal Plaza, Beacon, New York 12508 for the purpose of assessing and referring people in need of services within the jurisdiction of the CITY (together, the “Parties”). The Terms and Conditions are as follows:

1. **SERVICES:** The CONSULTANT shall provide development, training, and support for the cloud-based eMaint Computerized Maintenance Management System (“CMMS”) for the CITY’s Wastewater Treatment Plant (the “Services”). The CMMS shall be designed to improve and streamline asset management, work management, inventory tracking, and reporting. The Services shall include the scope of work detailed in Attachment “A” - Development Proposal, which is appended and made part of hereto.
2. **COMPENSATION:** The CITY shall pay the CONSULTANT a fixed fee of TWENTY THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$20,760.00) for the Services in Year 1 of the Agreement. Thereafter, the CITY shall pay CONSULTANT annual fixed fee of FOUR THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$4,740.00) for Years 2 and 3 of the Agreement. CONSULTANT shall issue an invoice to the CITY each year.
3. **TERM:** This Agreement shall commence on June 1, 2022 (the “Effective Date”) and continue until May 31, 2024 unless sooner terminated or amended pursuant to the terms and provisions of this agreement.
4. **TERMINATION:** Either Party to this Agreement may immediately terminate the same, with or without cause, at any time upon at least thirty (30) days written notice to the other. Upon such termination, CONSULTANT shall be paid for all work performed in accordance with this Agreement through the date of termination. Upon any such termination, the Parties shall endeavor in an orderly manner to wind down activities and services performed pursuant to this Agreement.
5. **PERFORMANCE OF SERVICES.** In performing the Services, CONSULTANT shall assign qualified personnel and perform said Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized professional consulting firm performing services of a similar nature. CONSULTANT shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.
6. **INDEPENDENT CONTRACTOR STATUS:** Subject to the terms and conditions of this Agreement, the CITY hereby engages the CONSULTANT as an independent contractor to perform the services set forth herein. The CONSULTANT agrees to be responsible for the payment of all employment taxes and withholdings specified by law, which may be due in regard to compensation by the CITY. The CONSULTANT shall have no claim against the

CITY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. **CONFIDENTIALITY:** CONSULTANT understands that in performing this Agreement it may have access to confidential information in possession of the CITY. CONSULTANT may also have access to confidential information, including information regarding sensitive, confidential or internal CITY matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to CONSULTANT through any activity related to this Agreement. CONSULTANT agrees it, its officers, directors, employees and/or agents shall not reveal, publish, discuss, disclose or communicate the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement. CONSULTANT understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. CONSULTANT agrees that if it receives a subpoena for divulgence of confidential information, it shall notify the CITY prior to divulging the same. The Parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement.
8. **INTELLECTUAL PROPERTY:** CONSULTANT AND CITY acknowledge and agree that all data, files and specific materials provided by the CITY to the CONSULTANT are owned exclusively by the CITY. Ownership rights do not extend to CONSULTANT's proprietary applications and/or third-party proprietary applications or services (if applicable).
9. **INDEMNIFICATION:** To the fullest extent permitted by law, the CONSULTANT shall indemnify, hold harmless and defend the CITY and its respective elected officials, agents, officers, and employees from and against any and all losses, damages, detriments, suits, claims, demands, liabilities, costs and charges, including attorneys' fees and disbursement that (i) arise from or are in any way connected with this Agreement; (ii) arise from or are in any way connected with any act or omission of CONSULTANT'S employees or invitees; (iii) result from any default of this Agreement or any provision hereof by CONSULTANT; or (iv) result from the presence of CONSULTANT or CONSULTANT's employees' property or equipment on CITY property. CONSULTANT'S obligations under this paragraph shall survive the revocation or termination of this Agreement. The obligation of the CONSULTANT to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the CONSULTANT.
10. **NON-ASSIGNMENT:** This Agreement may not be assigned, transferred, or pledged by the CONSULTANT without the written consent of the CITY, which consent may be withheld at the discretion of the CITY.

11. NO DISCRIMINATION: The CONSULTANT agrees for itself, and its successors and assigns that the CONSULTANT shall not discriminate in the performance of its obligations under this Agreement upon the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status.

12. INSURANCE:

- a. Prior to commencement of any services, the CONSULTANT shall, at its sole expense, maintain the following insurance on its own behalf:
 - i. Workers' Compensation and Employers' Liability Insurance, covering operations in New York State. Policy shall include all employees, volunteers, owners/partners and provide statutory Workers Compensation limits..
 - ii. General Liability Insurance, with limits of no less than One Million Dollars (\$1,000,000) for bodily injury and One Hundred Thousand Dollars (\$100,000) for property damage or a combined limit of One Million Dollars (\$1,000,000). The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, all rights of subrogation or similar rights against the City of Beacon, its assigns, officers, employees, representatives and agents shall be waived. "Additional Insured" status shall be granted to "The City of Beacon, 1 Municipal Plaza, Beacon, NY 12508 and its agents, officers, volunteers, directors and employees" and included in a waiver of subrogation endorsement.
 - iii. Cyber liability or professional errors & omission insurance, with less than \$2,000,000 per claim and annual aggregate, covering acts, errors, omissions, negligence, infringement of intellectual property and network risks (including coverage for unauthorized access of Personal Identifiable Information (PII), failure of security of PII, breach of privacy, as well as notification costs for breaches of PII and regulatory defense) in the performance of services for the municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement.
- b. The CONSULTANT shall furnish to the CITY Certificates of Insurance, evidencing that the above insurance requirements have been met, prior to commencement of any services. The CONSULTANT shall name the CITY, its officers, officials and employees as an Additional Insured on the Consultant's insurance policies, with the exception of workers' compensation. The CITY shall be listed as an Additional Insured. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the CITY. Policies that lapse and/or expire during term of work shall be recertified and received by the City no less than thirty (30) days prior to expiration or cancellation.

- 13. CHOICE OF LAW, VENUE:** This Agreement and the rights and obligations of the Parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the Supreme Court, State of New York, County of Dutchess or the U.S. District Court for the Southern District of New York. The Parties hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement.
- 14. NOTICES:** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the Parties at the addresses first set forth above or to such other person or address as a Party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.
- 15. ENTIRE AGREEMENT:** This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.
- 16. COUNTERPARTS:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
- 17. WAIVER:** No waiver made by either Party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.
- 18. SEVERABILITY:** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of New York.

19. NON-ASSIGNMENT: This Agreement may not be assigned, transferred or pledged by CONSULTANT without the written consent of the CITY, which consent may be withheld at the discretion of the CITY.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Paragraph 3 above.

EMAINT ENTERPRISES, LLC

CITY OF BEACON

Name:

Title:

Date: _____

Name: Christopher White

Title: CITY ADMINISTRATOR

Date:_____



Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Initial Term Start: 4/1/2022

Prepared By: Brian Phillips

Email: brian.phillips@fluke.com

eMaint Subscription and Services

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
Professional Edition User	Professional Edition Annual Subscription includes: - 24/7 access, daily data backups, automatic system updates and upgrades - Designated Customer Success Manager/Account Manager for the full term of your contract - Toll-Free Access with Priority Response - Unlimited technical helpdesk support via phone, live chat & email - eMaint University unlimited access (e-learning & reliability portal) - Choice of Work Requester Options - Look & feel Branding option - "Sandbox" staging account - Advanced storeroom features - Integrated Document Storage feature (includes 100GB of storage) - Experience Center Access	Recurring	USD 1,020.00	3.00	USD 3,060.00
X4 Tech Select (Technician Limited User License)	X4 Tech Select (Technician Limited User License) Annual Subscription includes: - Access to MX Mobile, a wireless mobile version of eMaint for use with mobile devices, such as tablets, smart phones and bar code scanners. [MX Mobile functionality provides a limited feature set and not all features available in the full version are available in the mobile/tech solution. Features most notably absent are: Access to saved/hard filters, multiple forms, purchasing, reports and eMaint University]	Recurring	USD 240.00	7.00	USD 1,680.00

Initials of Signer: _____

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Subscription and Order Form

Created Date 3/14/2022

Quote Number Q-107668

Contact Name David Tavernier

Customer City of Beacon NY

Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
Advanced Implementation Onboarding Service	This service is delivered remotely. Your Customer Success Manager in conjunction with eMaint's team of certified and trained implementation experts perform the following over an 8-week period: • Pre Implementation Planning Call • Project Welcome Call (video conference) with client stakeholder team • Develop your implementation timeline and manage the implementation process and activities • eMaint University set-up and overview of course assignments and course recommendations for you and your users • Users/User Rights guidance • System setup and configuration to align the system to your business processes, examples include, filtered list views, form design for work requests, work orders, contacts, assets, parts, purchasing and PMs, up to 15 custom workflows • Configure basic dashboards and reports • Setup your Sandbox test environment • Test configurations • Remote overview with your Implementation Specialist on the configurations that have been applied to your eMaint system • Assist you in defining initial reports and dashboards • Plan your go-live activities and process • Import Initial Data provided - from eMaint Data Import Template The Implementation is a continuous multi-week event and includes a scheduled one-hour meeting each week, with your Implementation Specialist, to review completed items, discuss Implementation milestones and assign action items.	Non-Recurring	USD 5,020.00	1.00	USD 5,020.00

Initials of Signer: _____

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Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
On-Site Project Kickstart	On-site Visit from your CMMS Professional Services Consultant to "kickstart" the Initial Implementation. This is a 4-day initiative. The Kickstart Agenda may include some or all of the following activities, depending on customer readiness: - Project Kick-Off Meeting and Discovery Session - Structuring of Asset Hierarchy - Maintenance Coding - eMaint Data Import Sheet Review (verify data aligns with the standard tables in eMaint for Assets, PM Tasks, Contacts, Parts, Work) - Import Initial Data (if available) - Default Form Creation / Basic Configuration - Develop a project tracker/punch list, which will be handed off to client's remote Implementation Specialist for continued managed services activities (if applicable). Agenda to be presented to the client prior to on-site visit. (Client confirmation is requested) Travel related expenses for On-site services are additional and billed as incurred.	Non-Recurring	USD 8,000.00	1.00	USD 8,000.00
Remote Training	Remote, live web training. Agenda to be confirmed with client prior to delivery. Two-Day Training (16 hours) can be delivered: • In two 8-hour days • In two 5-hour days + One 6-hour day Three-Day Training (24 Hours) can be delivered: • In three 8-hour days • In four 6-hour days	Non-Recurring	USD 1,000.00	3.00	USD 3,000.00

eMaint Subscription and Services DISCOUNT:	USD 5,230.00
eMaint Subscription and Services Year 1 Total:	USD 20,760.00

Initials of Signer: _____

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Subscription and Order Form

Created Date 3/14/2022

Quote Number Q-107668

Contact Name David Tavernier

Customer City of Beacon NY

Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Travel and Budgetary

Product	Description	Charge Type	Unit Price	Quantity	Extended Price
Travel Expenses	Travel and related expenses for on-site visit. Estimated Travel Expenses # Estimated travel expenses are based on a rate of \$1,500 for the first day of travel and \$250 for each additional day of an engagement. This allows for expenses for airfare, hotel, car rental, and per diem.	Non-Recurring	USD 562.50	4.00	USD 2,250.00
Travel and Budgetary Year 1 Total:					USD 2,250.00

Subscription Total: USD 30,240.00

Subscription Term

Initial Term (Months): 36

The initial subscription term will run through the last day of: 3/31/2023

Renewal Term

Renewal Term (Months): 12

Payment Terms and Schedule

Payment Frequency Annual

Payment Terms Net 30

3 Year Subscription Agreement Total USD 30,240.00

Year 1 Amount: USD 20,760.00

Year 1 Details: Year 1 - Licensing and Implementation

Year 2 Amount: USD 4,740.00

Year 2 Details: Year 2 - Licensing

Year 3 Amount: USD 4,740.00

Year 3 Details: Year 3 - Licensing

Initials of Signer: _____

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Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Usage Rights

Customer is licensed to use eMaint products and services for the Subscription Term and Quantities as defined in the pricing table above.

Additional Terms

This offer is expressly conditioned upon and subject to the eMaint Enterprises LLC (eMaint) terms referenced herein and referenced on the eMaint.com website at <https://www.emaint.com/terms>. It is expressly agreed that any terms and conditions in Customer's Order and/or acknowledgement of acceptance which are different from or contrary to eMaint's Terms shall be of no force nor effect unless modified and agreed to in writing by an authorized eMaint representative.

If on-site services are included in this order, travel and living expenses will be billed separately. Users may be added after order is signed by contacting eMaint. eMaint will pro-rate the fees of additional users to your existing subscription term.

Renewal Terms will automatically initiate at the end of the preceding (Initial or Renewal) Term and continue for the number of months set forth above. Either party may terminate this Agreement at the end of any (Initial or Renewal) Term by providing the other party written notice of termination at least 10 days prior to the end of such period. By signing below, you indicate that you agree to the subscription terms and pricing above and that you are authorized and empowered by the Subscriber to execute and deliver this Agreement for and on behalf of the Subscriber.

Agreement is effective upon signature. Unsigned agreements will expire 30 days from create date.

Customer listed at top of form represents that its signatory below has the authority to bind Customer to the terms of this Order and the Agreement. The terms of this Order are eMaint Confidential Information.

Initials of Signer: _____

2021 Fluke Confidential
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Subscription and Order Form

Created Date 3/14/2022
Quote Number Q-107668

Contact Name David Tavernier
Customer City of Beacon NY
Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Payment Method

Please indicate your payment preference:

Do you prefer to have a copy of
the invoice emailed to you?

P.O.

Yes

Credit Card

No

Purchase Order Number: _____

Please include a copy of your Purchase Order with your signed agreement

OR

Credit Card Information:

Unless otherwise agreed to, the credit card used for this transaction will be the same credit card used for the renewal transaction on the last day of the current subscription term.

Visa American Express
MasterCard Discover

***Please note that the credit card owner will be contacted at the time of invoicing to obtain verbal authorization and complete credit card details for processing payment.**

Last 4 of Credit Card Number: _____

Cardholder Name: _____

Cardholder Phone: _____

Initials of Signer: _____

2021 Fluke Confidential
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Subscription and Order Form

Created Date 3/14/2022

Quote Number Q-107668

Contact Name David Tavernier

Customer City of Beacon NY

Mailing Address 1 Municipal Plaza
Beacon, NY 12508

Signature and Acceptance

Please complete this section of the form, sign it, and return via email to sales@emaint.com OR via fax at 253-323-6353.

Accounts Payable Name: _____

Accounts Payable Email: _____

Accounts Payable Phone: _____

Date: _____

Name: _____ Title: _____

Email: _____

Signature: _____

BY SIGNING ABOVE, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, THAT YOU KNOW AND UNDERSTAND THE MEANING AND INTENT OF THIS AGREEMENT AND AGREE TO THE TERMS AS STATED WITHIN THIS DOCUMENT AND REFERENCED ON THE EMAINT.COM WEBSITE AT <https://www.emaint.com/terms/>

This offer is expressly conditioned upon and subject to the eMaint Enterprises LLC (eMaint) terms referenced herein and referenced on the eMaint.com website at <https://emaint.com/terms/>. It is expressly agreed that any terms and conditions in Customer's Order and/or acknowledgement of acceptance which are different from or contrary to eMaint's Terms shall be of no force nor effect unless modified and agreed to in writing by an authorized eMaint representative.

Initials of Signer: _____

2021 Fluke Confidential
Document

City of Beacon City Council Agenda
04/25/2022

Title:

Authorizing the City Administrator to Execute an Agreement with Mitchell Associates Architects, PLLC for Architectural Design Services for Tompkins Hose Firehouse

ATTACHMENTS

[Draft Agreement with Mitchell Associates Architects, PLLC for Architectural Design Services for Tompkins Hose Firehouse](#)

DRAFT AIA® Document B101™ – 2017***Standard Form of Agreement Between Owner and Architect***

AGREEMENT made as of the day of **May** in the year **2022**

BETWEEN the Architect's client identified as the Owner:

**The City of Beacon
One Municipal Plaza
Beacon, NY 12508**

and the Architect:

**Mitchell Associates Architects, PLLC
29 Thacher Park Road
Voorheesville, NY 12186**

for the following Project:

Renovation and addition to the Tompkins Hose Fire Station in accordance with the drawings attached as Exhibit A. The Architect is only authorized to provide the Design Development services set forth in Section 3.3 to Owner at this time. Subsequent phases will be authorized by the Owner by amendment to this agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

The program is described by the schematic drawings attached as Exhibit A

§ 1.1.2 The Project's physical characteristics:

Architect will arrange for a survey, geotechnical borings and a test well to evaluate the potential for the use of ground source heat pumps. If no environmental studies of the building and site have been done, Architect will arrange for these. Owner will pay the costs of these tests. Tasks related to obtaining additional traffic control devices on RTE. 9D will be an additional service.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The current budget for the project is \$11,000,000, including hard and soft costs. It is understood that the construction market is erratic at this time, and adjustments to the hard costs may be required.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Construction documents to be complete by the end of 2022

.2 Construction commencement date:

Construction starts in Spring, 2023

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

NA

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

An energy efficient, all electric building. Ground source heat pumps will be evaluated for the Owner to choose.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

**Christopher White
City Administrator
One Municipal Plaza
Beacon, NY 12508
O: 845-838-5009
cwhite@cityofbeacon.gov**

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Surveyor:

TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

**Robert Mitchell
29 Thacher Park Road
Voorheesville, NY 12186**

(518) 765-4571
bob@mitchell-architects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Craig Maloney, P.E.
3 Benedict Court
Ballston Spa, NY 12020
O: 518-584-9944
C: 518-495-4096
camaloney@nycap.rr.com

.2 Mechanical/Electrical/Plumbing/Fire Protection Engineer:

John Trombino
Gerard Associates Consulting Engineers P.C.
23 Main Street
Goshen, NY 10924
O: 845-291-1272
C: 845-494-8800
jtrombino@gerardassociates.com

.3 Civil Engineer:

Jeff Contelmo
Insite Engineering, Surveying & Landscape Architecture, P.C.
3 Garrett Place
Carmel, NY 10512
O: 845-225-9690
JContelmo@InSite-Eng.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement and under the Contract Documents. The Architect may demand assurance in writing of the Owner's ability to satisfy the foregoing obligation, such as a certified statement of an accounting professional. The Owner's failure to provide such reasonable assurances shall be grounds for termination of this Agreement by the Architect.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.4.1 Commercial General Liability with policy limits of not less than **One Million (\$1,000,000)** for each occurrence and **Two Million (\$2,000,000)** in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million (\$1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.4.1 and 2.4.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits not less than **One Million (\$1,000,000)** each accident, **One Million (\$1,000,000)** each employee, and **One Million (\$1,000,000)** policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million (\$1,000,000)** per claim and **One Million (\$1,000,000)** in the aggregate.

§ 2.4.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.4.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. Revisions are needed if the Owner is providing the estimate.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Observations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an observation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site reviews to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct field reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final field review indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's reviews shall be conducted with the Owner, or with detailed correspondence to the Owner if the Owner is not present for the review, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, previously completed
§ 4.1.1.2 Multiple preliminary designs	Architect, previously completed
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Owner to retain geotechnical & environmental engineer
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect, limited to materials and colors
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect, bi-weekly observations
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Required of Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect, On-Site review, at one year post C.O.
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Per Wickes Law
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, limited
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
§ 4.1.1.31 City/Town approval process	Architect, on an hourly basis – see 4.1.2.1 below

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below. The Owner shall compensate the Architect on an hourly basis for all work associated with the City/Town approval process. This work shall include, but not be limited to, Planning Board, Zoning Board, City/Town Board meetings, workshop meetings, neighborhood association meetings, and all graphics and renderings required for the approval process and Owner's marketing needs. The quantity and length of meetings and approval

process is unknown at this time. However, Architect will come to up to 4 public meetings, whose cost is included in this agreement.

§ 4.2 Architect's Additional Services

The Architect, and/or the Architect's consultants, may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, and/or the Architect's consultants any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect, and/or the Architect's consultants, to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, samples, payment requisitions and similar submittals of the Contractor
- .2 **Twenty-Eight (28)** visits to the site by the Architect during construction
- .3 **Two (2)** field reviews for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Two (2)** field reviews for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **Twenty-Four (24)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ - 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as

the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work that was determined at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3 unless the redesign is necessary due to the fault of the Architect. However, such fault shall not include market conditions not reasonably anticipated by the architect. If the Owner chooses to proceed under Section 6.6.2, the Owner shall compensate the Architect for time and material expenditures for a project rebid. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. **To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's.** The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. **Pending the resolution of any dispute, the Architect shall continue to perform its obligations under this Agreement and the Owner shall continue to make payments of all amounts due the Architect. Failure of Owner to make payment shall entitle the Architect to suspend services pursuant to §9.1 of the Contract.**

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The parties agree that prior to commencing a lawsuit against the other party with respect to any claim arising out of this Agreement, they will submit the issues in dispute to a mutually acceptable mediator for the purpose of seeking to resolve the dispute. The parties shall share the mediator's fee. If the attempt to mediate a settlement is not successful, either party may thereafter resort to litigation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

☒ Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction. The parties waive their respective rights to a trial by jury.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New York.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. All certifications made by the Architect shall be based on "the best of their knowledge, information and belief" whether or not so stated in the certification.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

One Million and Sixty-Nine Thousand Dollars (\$1,069,000.00), with the following exception:

At this time, it is not known what heating & cooling system is going to be used. The Mechanical Engineer's fee assumes a conventional gas fired heating system, with the following assumed bid values:

- HVAC - \$1,291,078
- Electrical - \$1,372,917

To the extent that the selected HVAC system results in bids that exceed the above values, the fee for the Mechanical Engineer will be increased by 7% of the bid amount that is in excess of the above values.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Time and materials according to the hourly rates in section 11.7, below.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Time and materials according to the hourly rates in section 11.7, below.

§ 11.4

Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	NA	percent (	NA	%)
Design Development Phase	\$250,000	percent (	23.4+/-	%)
Construction Documents Phase	\$435,000	percent (	40.7+/-	%)
Procurement Phase	\$34,000	percent (	3.2+/-	%)
Construction Phase	\$350,000	percent (	32.7+/-	%)
Total Basic Compensation	one hundred	percent (	100	%)

The work of this agreement will be limited to the Design Development Phase. Subsequent phases will be authorized by amendments to this agreement.

The Architect will arrange for the work of the consulting surveyor, geotechnical engineer and any needed testing services. The City will enter agreements with these entities whereby the Architect will pay the consultants invoices, and will in turn invoice the City, with no markup.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

<u>Employee or Category</u>	<u>Rate</u>
Principal Architect	\$225.00/hour
Project Manager	\$190.00/hour
Senior Technician	\$180.00/hour
Draftsperson	\$150.00/hour
Support Staff	\$140.00/hour

Hourly rates will increase automatically on January 1, 2023, and each January thereafter at a rate of \$5.00/hour per each category as listed above.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence **will be billed at cost without markup described elsewhere in this Article 11. Mileage will be billed at the current federally recognized rate without any markup described elsewhere in this Article 11;**
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents not printed in-house;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent (**0%**) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Zero** (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days of Owner's receipt of the Architect's invoice. Amounts unpaid **Sixty (60)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12% (Twelve percent per annum)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.11 If the Owner accepts a budget that exceeds the initial amount stipulated in Article 1.1.3, then the Architect's compensation shall be equitably increased. The amount of increase shall be calculated as the same percentage of the Architect's fee as calculated in correlation to the initial budgeted amount.

§ 11.12 The Owner shall back charge the Contractor in the form of a Deduct Change Order, and pay the architect for all of the Architect's time and costs necessary to address any of the following actions by the Contractor or any of its subcontractors:

- .1 contractor induced delays;
- .2 faulty work;
- .3 lack of performance
- .4 failure to provide adequate supervision
- .5 incomplete or unacceptable submittals that require more than two (2) reviews
- .6 failure to perform close-out tasks in a timely manner
- .7 the submission of claims for contract extension, delays, or change orders that are rejected.
- .8 Construction Document revisions and/or design services required based on Contractor's request for a product substitution

Additionally, in the event of termination of the contractor the specification will clearly state that the contractor will be responsible for the cost of additional services provided by the architect resulting from the contractor being terminated.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect, Architect's Consultants, its agents and employees for all expenses, loss, damages and claims, including reasonable attorney's fees arising out of the negligent acts, errors, or omissions of the Owner, its consultants, contractors, or anyone acting on their behalf. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its officers, employees, volunteers and agents for all expenses, damages and claims, including reasonable attorneys' fees, loss, damages, or claims arising out of the negligent acts, errors, or omissions of the Architect, its agents, employees, consultants or contractors.

§12.2 To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's.

§12.3 The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of the services and work or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement.

§12.4 Limitation of Liability: The liability of the Architect and the Architect's Consultants for actions, damages, claims, demands, judgments, losses, costs or expenses arising out of or resulting from the Architect's or its Consultants' negligent acts, errors, or omissions, is limited to the Architect's fee collected pursuant to this Agreement.

§12.5 Hazardous Materials: The Owner shall be responsible for the detection of any and all toxic or hazardous substances which may be encountered on the site. However, if the Architect reasonably believes that a substance is either toxic or hazardous, the Owner shall be notified immediately. The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance and, in the event such material or substances are found to be present to verify that it has been rendered harmless. The Owner shall furnish in writing to the Architect the names and qualifications of the persons or entities who are to perform tests verifying the presence or absence of such materials or substances or who are to perform the task (s) of removal or safe containment of such material or substance. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect, the Architect's Consultants, its agents and employees from any expense, loss, damage, and/or claim, including reasonable attorney's fees, arising out of the presence of such toxic or hazardous substance, provided that such damage, loss, or expense, is not due to the sole negligence of the Architect.

§12.6 If the Architect or its consultants determine that physical testing or selective demolition is required to verify existing conditions, the Owner shall bear the costs of such testing.

§12.7 It is expressly understood that the evaluation of existing conditions requires that certain assumptions be

made by the Architect and that certain assumptions cannot be verified without expending additional sums of money or otherwise destroying portions of the building. As such, the Owner agrees that the Architect shall not be liable for assumptions made in connection with existing conditions. Furthermore, to the extent that the Architect is provided with any information, including but not limited to, drawings, specifications, or studies, the Architect may reasonably rely on said information in the performance of services. To the extent that the information provided to the Architect is inaccurate, contains errors or omissions, the Architect shall have no liability in connection with the information provided or for any damages resulting therefrom. The Owner further agrees, to the fullest extent permitted by law, that the Owner shall indemnify and hold harmless, the Architect, the Architect's consultants, its agents and employees for any expense, loss, damage, and/or claim, including reasonable attorney's fees arising out of the Architect's reliance of this information.

§12.8 The Architect may assist the Owner by providing standard bid documents and contracts for construction. These documents and contracts have important legal consequences, and the Owner shall consult with an attorney to review and approve any bid documents or contracts since the Architect cannot and will not offer legal advice.

§12.9 Contract Administration Phase (CA) assumes that the construction (including Project Close-out) will be completed within Fourteen (14) months. If the work extends beyond that time, our services will be provided for a monthly fee of Eighteen Thousand Dollars (\$18,000.00). The fee will be prorated to account for partial months.

§12.10 This Agreement may be terminated by the Architect upon not less than seven (7) days written notice to the Owner for the Architect convenience and without cause. In the event the Architect elects to terminate this Agreement for convenience, the Architect shall be paid for all services and expenses incurred as of the date of the termination for convenience. The Owner shall be permitted to use the Architect's drawings in accordance with the provisions contained herein solely for the purpose of completing the project. The Owner's obligation to defend, indemnify and hold harmless the Architect, as noted in this Agreement shall remain in full force and effect and extend to any claims that may arise after the termination for convenience.

§12.11 If a court having jurisdiction over the subject matter of this Agreement shall determine that any one or more of the provisions are illegal, void, or otherwise unenforceable as a matter of law, that such provision(s) shall be severed from this Agreement and the balance of this Agreement shall be given full force and effect to accomplish the intention of the parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 **Exhibit A – Approved schematic plans, elevations and site plan.**

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Christopher White

ARCHITECT *(Signature)*

Robert Mitchell, President

City of Beacon City Council Agenda
04/25/2022

Title:

Discussion regarding the Selection of Community Investment Program Recipients

ATTACHMENTS

[2022 Community Investment Program - Summary](#)

[2022 Community Investment Program - Recommended Awards](#)

[2022 Community Investment Program - Additional Applicants](#)



Memo

To: Chris White, City Administrator
From: Mark Price
CC: Benjamin Swanson
Date: April 13, 2022
Re: Community Investment Program Applicants

Following is a summary of the 2022 Community Investment Program applicants. I have also included their original applications. I have reviewed all applications for completeness and content. There are some very good proposals.

Ultimately, I know the decision to which applicant is funded lies in the hands of the Beacon City Council. In review of all of the applications, I have selected four applicants that I would recommend an award of funding to in 2022. This recommendation, I believe, allows for a diversity of funding across several categories, including, Youth, Health, Education, and Recreation.

A handwritten signature in blue ink, appearing to read 'M Price', with the name 'M PRICE' printed in blue capital letters to the right.

Mark Price
Recreation Director

Recreation Department Recommended Funding

<i>Applicant</i>	<i>Category</i>	<i>Purpose</i>	<i>Spending Summary</i>	<i>Amount Requested</i>	<i>Recommended funding</i>
Cornell Cooperative Extension Dutchess County	Youth	Positive Youth Development Program	Youth wages, Staff wages, environmentally friendly vehicle	\$10,000.00	\$8000
NAMI Mid-Hudson	Health	Mental Wellness Programming	Staffing, materials	\$5,000	\$4500
The Foundation for Beacon Schools, Inc.	Education	Past, Present and Future: Beacon's Youth Create Films on Local History	Learning supplies, camera equipment, film licenses fees, professional stipends, recording equipment, and web hosting	\$6,500	\$5000
Beacon Youth Football	Recreation	Startup Capital for Youth Football League	Insurance, scholarship fund, flooring, computer, printer, refrigerator, freezer, blocking sled	\$6000	\$2500

Additional Applicants

<i>Applicant</i>	<i>Category</i>	<i>Purpose</i>	<i>Spending Summary</i>	<i>Amount Requested</i>	<i>Recommended funding</i>
Banana Bag and Bodice - Beacon Spring Celebration of Light	Community	Community Festival	Lantern materials, Lantern artist, Graphic designer, Musicians deposits	\$2000	0
Beacon Junior Baseball	Youth	Renovate the batting cages that currently stand and to install pitching practice locale	Materials and supplies to upgrade current facilities	\$8,000	0
Common Ground Farm	Health	Food Security	5'x8' trailer, Materials to insulate the trailer, A truck bed cover, A sturdy cart for transporting food, Vegetable bins.	\$5,626	0
Fareground	Health	To strengthen and enhance its food access activities in Beacon	Staffing, supplies, materials	\$10,000.	0
Howland Cultural Center	Community	The "Howland 150" anniversary exhibition	Exhibition printing and promotional materials	\$6835	0
I Am Beacon	Youth	Youth enrichment programs	staffing programs, including a Program Director/Main Staffer and Student Support Instructors for our courses.	\$10,000	0

Recreation Department Recommended Funding

- Cornell Cooperative Extension Dutchess County
- NAMI Mid-Hudson
- The Foundation for Beacon Schools, Inc.
- Beacon Youth Football

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: <i>Cornell Cooperative Extension Dutchess County</i>	
Address: <i>2715 Route 44, Millbrook, NY 12545</i>	Email: <i>jr8252cornell.edu</i>
Phone: <i>845-677-8223</i>	EIN/ Tax ID: [REDACTED]
If using, Name of Fiscal Sponsor: <i>n/a</i>	
Address:	Email:
Phone:	EIN/ Tax ID:
Designated contact: <i>Jane Rodd - 4-H Green Teen Program Leader</i>	
Address: [REDACTED]	Email: <i>jr825@cornell.edu</i>
Phone: [REDACTED]	Cell: [REDACTED]

Proposal Information

Please return this information sheet with a separate proposal for utilizing the City of Beacon Community Investment Program funds. Please include the following in your proposal;

1. Please provide your organization mission statement.
2. Tell us about the history of your organization.
3. Tell us about your current programs and activities.
4. Please describe a few top accomplishments of your organization within the last three years.
5. Provide a brief description of the proposal.
6. Describe the purpose and key anticipated outcomes.
7. Identify individuals or communities served.
8. Note the amount of funding requested.
9. Provide an overview of how funds will be spent.
10. Identify the proposed proposal timeline.
11. Please list any partners in this proposal, and the partner's role and your relationship with them.
12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

23 West Center Street Beacon, NY 12508 • Phone: (845) 765-8440 • Fax: (845) 765-8439

mprice@cityofbeacon.org



Request For Proposal: City of Beacon Community Investment Application
for
Cornell Cooperative Extension Dutchess County (CCEDC)
Green Teen Workforce Development Program (GT)
based at
Beacon Recreation Center, 23 West Center Street, Beacon, NY

1. Please provide your organization mission statement.

Green Teen is a 4-H (Positive Youth Development) program of CCEDC. The mission of CCEDC is to put “knowledge to work in pursuit of economic vitality, ecological sustainability, and social well-being. We bring local experience and research-based solutions together, helping New York State families and communities thrive in our rapidly changing world”.

The GT program has its own mission within that of CCEDC. “The Green Teen program empowers urban youth to be effective community change-agents by immersing them in the local food system. This youth development program teaches life and work skills through hands-on experiences in farming and gardening, health and nutrition, entrepreneurship, and leadership”. <http://ccedutchess.org/youth-4-h/green-teen-community-gardening>

2. Tell us about the history of your organization.

Since 1913, Cornell Cooperative Extension of Dutchess County (CCEDC) has responded to the needs of local residents with unbiased, research-based information, tools and education that people have come to depend on and trust. Our programs are developed in direct response to community input and are based on the most current information available from Cornell and other Land Grant universities from across the nation. Extension staff and trained volunteers deliver education programs, conduct applied research, and encourage community collaborations. Our educators connect people with the information they need on topics such as commercial and consumer agriculture; nutrition and health; youth and families; finances; energy efficiency; economic and community development; and sustainable natural resources. Our ability to match university resources with community needs helps us play a vital role in the lives of individuals, families, businesses, and communities throughout Dutchess County.

CCEDC is a subordinate governmental agency with an educational mission that operates under a form of organization and administration approved by Cornell University as agent for the State of New York. It is tax-exempt under section 501(c)(3) of the Internal Revenue Code. The association is part of the national cooperative extension system, an educational partnership between County, State, and Federal governments. CCEDC is governed by an elected Board of Directors with general oversight from Cornell. All associations work to meet the needs of the counties in which they are located as well as state and national goals.

We have an extensive system for getting input from diverse interests in the community. CCE is an educator and employer recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities, and provides equal program and employment opportunities.

Dutchess County 4-H is a collection of programs of which GT is one. 4-H provides youth, ages 5-19, with the mentoring and support to grow and thrive regardless of their background, interests and abilities. Supported by the national 4-H organization and Cornell University all our programs utilize Positive Youth Development strategies. These center on engaging young people in topics that interest them, empowering them to make their own decisions, and providing challenging opportunities, resulting in youth who demonstrate Confidence, Competence, Caring, Character, and Connection. These 'Life and Leadership Skills' are the foundation which enable 4-H youth to: succeed as individuals, support their families, strengthen their communities, and make a difference to our world.

3. Tell us about your current programs and activities.

Through 4-H, CCEDC runs numerous programs, including:

- The GT program, in its' 18th year, which has successfully provided over 350 teens with intensive workforce development training as authentic employees of CCEDC.
- Numerous short programs in conjunction with Beacon City schools providing science-based learning from elementary through high school.
- A year-round Club-based program where over 350 youth participate annually under the mentorship of trained volunteers to learn life skills and vocational competences.
- A mentoring program designed specifically to provide opportunities for 21 youth with special needs to participate in farm-based education.
- Three after-school programs in elementary schools in the Northeast of the county serving a high proportion of youth from immigrant and low-income families.
- Summer programs for all ages and all backgrounds tailored to population needs.
- During the [NYS Agriculture In The Classroom](#) Ag. Literacy Week, 4-H staff and volunteers provide an insight into the food system for over 2000 1st-3rd graders annually.

4. Please describe a few top accomplishments of your organization within the last three years.

Described below are some Green Teen program accomplishments from 2020-21.

Youth Benefits from Green Teen Participation During Covid

Green Teen was one of only a handful of youth programs that did not lose momentum during the 2020 21 COVID Pandemic. In fact, we exceeded outcomes in a number of ways. Staff pivoted to put safe-working protocols in place and reschedule working sessions for enrolled youth so they could work mainly outside, in small groups with PPE. Education was conducted virtually. And the program went ahead.

We exceeded our outcome of providing workforce development for 21 youth – instead we served 24. But it was not the vocational skills that were the major gain. It was the positive impacts on the physical and mental health of the youth. At a time where school was 100% virtual and there were no extra-curricula activities such as sports or clubs, we provided them with opportunities to get off their devices, go outside, engage in meaningful activities, and help others. They received mentoring from trained, caring staff and the chance to interact face-to-

face (albeit outside, in masks from a distance) with peers. They were no longer trapped and isolated. They continued to practice social-emotional behaviors such as teamwork and collaboration and gained a heightened sense of self through helping their community.

Food for Our Community in a Time of Great Need

Green Teens grow food! Pre-COVID, this food was sold via our Green Teen Mobile Market. Prices were low but the income helped sustain the program, as well as being an exercise in commerce from the youth. With so many suffering hardship during the pandemic, it just did not feel right to sell food. So, the Mobile Farmers Market was transitioned into the Green Teen Free Farm Stand. In 2020-21, approximately 2500lb of food was given to those in need. Staff also worked to help with food distribution at other locations, and to help with the pop-up food shelves around the City.

Green Teen Impacts lives

The story featured here, [A Student Returns as Teacher | The Highlands Current](#) (published March 7, 2022), illustrates just how impactful the Cornell Cooperative Extension Dutchess County Green Teen program really is. A program that helps an at-risk youth build the skills and qualifications they need to graduate high school, gain associates and bachelor's degrees, secure a job, then climb the career ladder to become the Program Manager of the program they entered as a freshman in high school, has achieved its' mission! Samantha Brittain was appointed as Green Teen Program Manager at the start of 2022. She succeeds her mentor, Helanna Bratman.

Under Sam's direction there are plans to continue and grow the program. The idea of a volunteer program described above was her brainchild. Youth will continue to participate in activities including workshops in topics ranging from financial literacy to food justice, and will be adding micro-credentials such as first aid/CPR and suicide awareness training to their resumes. Though Sam's story is the ultimate in demonstrating how impactful Green Teen is, it is not the only example. Several Green Teen assistants and educators have been employed by CCEDC post-completion of the program, and many others (whom we have stayed connected with) have gone on to a range of careers, citing skills learned in Green Teen as being key to their success.

5. Provide a brief description of the proposal.

Green Teen is primarily a workforce development program. Life skills and behaviors learned by youth in the program are transferable to success in high school, college, and careers. In 2022, we are seeking to broaden the range of experiences youth benefit from, and the number of youth who benefit. Growing food for the community will remain a core vocational activity. We seek to expand on this to introduce other components such as environmental studies through topics such as learning about pollinators and how to provide and maintain habitat for these creatures who are so critical to our food chain. A vehicle is essential to GT activities. The iconic Green Teen bus provides the means to transport youth and equipment between gardens, to work with our partner organizations such as maintain the pollinator gardens, to visit colleges for career guidance and other invaluable educational activities. Our ultimate goal is to replace the current bus (which is very old, and not environmentally friendly). Part of this proposal is to keep the current bus functional and help purchase a new one, dependent on funds and availability.

6. Describe the purpose and key anticipated outcomes.

There are three planned outcomes to this specific proposal:

- 1) To expand the workforce development program by providing youth the opportunity to work additional hours: for example, tending pollinator gardens in Beacon in collaboration with the City and studying the wider implications of pollinator decline.
- 2) To pilot a volunteer program, where youth can support their community, working in the pollinator and vegetable gardens, and doing service-based activities while learning.
- 3) To help maintain the existing Green Teen bus and/or partially fund the purchase of a replacement vehicle.

This proposal will support and enrich the experiences of youths in the GT program. Through the volunteer program, it will increase the number of youths we reach by over 50%. Overarching program outcomes are that youth in the program will:

- Increase their knowledge of gardening, marketing, the food system, and related environmental issues, and develop skills relevant to industry;
- Develop employment skills, behaviors and attitudes required for successful college participation and employment; youth will develop an understanding of labor laws and expectations;
- Develop life and leadership skills such as social skills, communication skills, financial literacy, decision making, and problem solving; and
- Take a leadership role to enhance the skills developed in their initial participation in the GT program and expand and develop their work skills and experience through new environments and opportunities such as this proposal provides.

7. Identify individuals or communities served.

The population served by GT is youth from the City of Beacon, the majority of whom have experienced or exhibit significant risk factors such as lack of parental supervision, academic problems, poverty, peer rejection, teen pregnancy and child abuse or neglect. These factors, unless mitigated by a positive experience, such as a mentorship program like GT, are linked to issues such as high school dropout, substance abuse, and risk-taking behaviors.

<https://youth.gov/youth-topics/risk-and-protective-factors>

Youth in the GT workforce development program will be aged 14-19 and eligible for working papers. Youth in the volunteer program will be middle or high school aged and from a variety of backgrounds.

Further communities served by GT are:

- Low-income individuals and families who source free vegetables and fruit through the GT Free Farm Stand each week (over 1200lb per year);
- Employers who gain trained employees with transferable skills and behaviors;
- City of Beacon school children who benefit from short, science-based programs delivered in schools;
- Volunteers in the new program who will 'learn by doing', and accrue hours towards honor roll, etc.; and
- The Beacon (and wider) community who will benefit from the gardens and the positive environmental impact of the gardens GT tends.

8. Note the amount of funding requested.

\$10,000.00

9. Provide an overview of how funds will be spent.

Funds will be spent as follows:

- Youth wages over and above what is currently available specifically to tend the pollinators gardens.
- Staff wages to establish the volunteer program to serve an additional 16 youth.
- To partly pay for the purchase of an environmentally friendly vehicle, or to maintain the existing vehicle if a replacement cannot be purchased this year.
- Other expenses directly related to the above activities.

10. Identify the proposed proposal timeline.

CCEDC funding runs on a calendar year. Funds from the City of Beacon will be used between the date a contract is executed and December 31, 2022.

May	Complete feasibility study and either repair existing bus and/or source replacement bus based on funds and availability.
June	Interview and hire summer GT crew – approximately 12-14 youth
July	Orientation and begin work taking on regular maintenance and development of the pollinator gardens in the City, as well as all usual GT gardening and educational activities.
September	Summer GT crew completes program. Interview and hire fall crew – 8 youth.
September	Recruit volunteers for new pilot program.
October	Fall crew begin work taking on regular maintenance and development of the pollinator gardens in the City, as well as all usual GT gardening and educational activities.
October	Volunteer program starts – up to 16 youth. Activities to include seed saving from pollinator gardens, and community work such as clean-up days and assisting with food pantries.
December	Regular GT program finishes. Volunteer and short programs continue.

11. Please list any partners in this proposal, the partner's role and your relationship.

To implement this proposal does not require formal partnerships, contracts or MOUs. However, without in-kind support from other community organizations, GT would be less effective.

- City of Beacon Recreation Department – In collaboration with Mark Price and his staff, opportunities for the teens become available, such as first aid/CPR training, and where GT can assist with care of the pollinator gardens.
- Common Ground Farm – A long standing partnership, which is mutually beneficial in several ways, for example, GT youth help staff the Beacon Farmers Market where the youth gain financial literacy and communication skills, Common Ground Farm provide

excess produce which GT distributes through the Free Farm Stand, and GT youth work for Common Ground at no cost to them in summer to gain leadership experience.

- GT partners with numerous local organizations such as One Nature, Land to Learn, and Fareground to better serve the community.

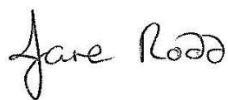
12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

Green Teen has several funders who have supported the program for many years. The County of Dutchess partially funds GT. The core program attracts donations from private individuals and foundations. Expansion of the program and one-off purchases such as a new vehicle are not currently funded. Our hope is that funds from the City of Beacon will make it possible to achieve these outcomes:

- Pollinator Gardens – The first year requires the greatest input as gardens are planned, created and established. With ongoing funding, this process can be continued, but if no additional funding is available gardens can be maintained ongoing once established by core GT participants.
- Vehicle – Once purchased, there is enough finding in the current operating budget to maintain it. This will be sustainable for at least 5 years.
- Volunteer program – As a youth leadership program, the goal is to pilot it as a staff-led program then gradually transition to letting the youth take more leadership, thus reducing staff costs. Donations will also support this program, and youth can fundraise.

Backed by CCEDC, the 4-H Program Leader allocates a significant proportion of time to identifying and securing funding sources and managing the program finances. In over 17 years, Green Teen has never failed to meet or exceed promised outcomes.

Your consideration of this request is sincerely appreciated.



Jane Rodd
4-H Program Leader
Cornell Cooperative Extension Dutchess County

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



City of Beacon Community Investment Program

The City of Beacon is inviting Requests for Proposals (RFPs) for funding assistance to not-for-profit and community-based organizations for projects or initiatives which enhance the City's quality of place and/or address critical community needs. The Community Investment Program was created by an allocation of \$20,000 in total by the City Council, as part of the 2022 City of Beacon Operating Budget. As such, funding may only be used for programs or initiatives in 2022. Funding administration will be by the City's Recreation Department, with the selection of funding being awarded by the City Council. All applicants are encouraged to seek a consultation with the Recreation Director in advance of preparing their application with any questions.

- Potential grant awards from \$ 1,000 to \$10,000.
- Applications open: March 7, 2022.
- Applications for the 2022 program are due: April 1, 2022 @ 12:00 noon.
- All grants approved will be subject to prevailing public health advisories and practice.

Purpose of the Community Investment Program

- To improve the well-being and quality of life of the community and its residents, through financial assistance to not-for-profit and community-based organizations which provide programs and services to youth and residents in the arts, culture, heritage, recreation, environment, health, public safety, and other human services.
- To promote the self-sufficiency and effectiveness of not-for-profit and community-based organizations and programs by encouraging those in receipt of funding from this Community Investment Program to become self-supporting.

Eligibility and Requirements

- Tax-exempt status, i.e., 501(c)(3) or equivalent, as defined by the Internal Revenue Code. Community organizations without tax-exempt status must provide proof of a fiscal sponsor.
- Objectives must be clearly defined and realistically accomplished.
- Only one request per applicant will be considered in a given fiscal year.
- School boards, for-profit businesses, individuals, or political entities are not eligible.
- Funds are to be used within the fiscal year during which the organization is awarded. You must also submit documentation that the funds were used for the specific purpose for which the grant was approved. This documentation is due by December 31, 2022.
- Programs and services must directly benefit the residents of the City of Beacon and cannot take place outside of the City of Beacon.
- Funding cannot be used for fundraising activities or to cover operating deficits or payables.

23 West Center Street Beacon, NY 12508 • Phone: (845) 765-8440 • Fax: (845) 765-8439

mprice@cityofbeacon.org

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: <i>NAMI Mid-Hudson</i>	
Address: <i>P.O. Box 787 Poughkeepsie, N.Y. 12602</i>	Email: <i>contact@namimidhudson.org</i>
Phone: <i>845-206-9892</i>	EIN/ Tax ID: [REDACTED]
If using, Name of Fiscal Sponsor:	
Address:	Email:
Phone:	EIN/ Tax ID:
Designated contact: <i>George Czornyj (Executive Director)</i>	
Address: [REDACTED]	Email: [REDACTED]
Phone:	Cell: [REDACTED]

Proposal Information

Please return this information sheet with a separate proposal for utilizing the City of Beacon Community Investment Program funds. Please include the following in your proposal;

1. Please provide your organization mission statement.
2. Tell us about the history of your organization.
3. Tell us about your current programs and activities.
4. Please describe a few top accomplishments of your organization within the last three years.
5. Provide a brief description of the proposal.
6. Describe the purpose and key anticipated outcomes.
7. Identify individuals or communities served.
8. Note the amount of funding requested.
9. Provide an overview of how funds will be spent.
10. Identify the proposed proposal timeline.
11. Please list any partners in this proposal, and the partner's role and your relationship with them.
12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

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mprice@cityofbeacon.org

Beacon Community Investment Program for 2022

Please return this information sheet with a separate proposal for utilizing the City of Beacon Community Investment Program funds. Please include the following in your proposal

1. Organization mission statement

Who We Are

NAMI Mid-Hudson is the local 501(c)(3) affiliate of NAMI, the National Alliance on Mental Illness. It is the nation's largest grass-roots mental health organization dedicated to building better lives for millions of Americans living with a mental health condition and their loved ones.

Mission

To provide evidence based education, support and advocacy for individuals living with mental health conditions/challenges and their families.

Our Vision

That individuals with a mental health condition and their families have the right information, tools, quick access to services and a strong support network to maximize quicker recovery outcomes.

What We Do

We educate the public about mental health and increase mental health literacy in our community. We offer resources and support to all whose lives are touched by a mental health condition. We advocate at every level to ensure the rights and dignity of those with a mental health condition. We advocate to offer hope to those families/caregivers and individuals living with a mental illness and we work to eradicate the stigma surrounding mental illness. And we work to promote research in the science and treatment of mental illnesses and to preserve mental wellness in our community.

NAMI-Mid-Hudson is active in our community by collaboratively working with other organizations, local businesses, and schools to educate the public and de-stigmatize mental illness.

We serve the people of Dutchess and Ulster Counties in NY to:

1. **Advocate** for and support individuals with mental illnesses, family members and their loved ones.
2. **Eradicate** stigma.
3. **Support** research, causes and treatment; and access to services regarding mental illness.
4. **Educate** the public about mental illnesses.
5. **Work** to improve public and private support systems for individuals with mental illnesses.
6. **Promote and Teach** NAMI Free Educational Classes.

2. History of NAMI Mid-Hudson

Who We Are: NAMI Mid-Hudson is the local 501(c)(3) affiliate of NAMI, The National Alliance on Mental Illness. It is the nation's largest grass-roots mental health organization dedicated to building better lives for millions of Americans living with mental illnesses and their loved ones.

- NAMI Mid-Hudson was Founded in 1981
- NAMI is a peer run group
- Governed by NAMI National By Laws
- NAMI Executive Committee (President, Treasurer & Secretary)
 - Board of Directors – 8
 - Staff (4 paid)
- Volunteers who teach classes, facilitate support groups and volunteer for wellness events
- Active NAMI Mid-Hudson Members → 150
- Serving thousands of families in Dutchess and Ulster Counties



NAMI was formed in 1977, when Harriet Shetler and Beverly Young, two mothers, each with a son with schizophrenia, met over lunch to discuss the similar challenges they shared raising a child with a serious mental illness. At a second lunch, the women, both active in civic and charitable activities, decided to assemble people with similar concerns.



Beverly Young



Harriet Shetler

In April of 1977 13 people met at a nightclub in Madison. Mrs. Shetler suggested a name, Alliance for the Mentally Ill, partly because its acronym, AMI, meant “friend” in French. Within six months, 75 people had joined.

The dissatisfaction with treatment of loved ones living with mental illness, the stigma surrounding mental illness and lack of support and education is what brought 284 persons who came to Madison from 59 different groups located in 29 states and Canada to start this NAMI Alliance in Sept., 1979 and it was Incorporated in the Spring of 1980 as NAMI.

3. NAMI Mid-Hudson Current programs and Activities.

The mental health programs that NAMI Mid-Hudson delivers to our community to families and individuals with a mental health condition are shown below.

What Signature Education Programs Do We Provide to Community

- **7 at NAMI Mid-Hudson?**
 - *Family-to-Family* – Class for family members of adult peers
 - *Basics* – Class for family members of child peers
 - *Peer-to-Peer* – Class for adult peers
 - *Provider* – Class for Mental Health Care Professionals
 - *In Our Own Voice* – Presentation for everyone
 - *Ending the Silence* – Presentation for Middle & High School students
 - *Family Support Groups*
- **Every program is NO COST for all participants**

 nami Mid-Hudson
National Alliance on Mental Illness

Signature Programs, Support Services, and Presentations
Education *Resources* *Support* *Advocacy*

 **nami** Family-to-Family
National Alliance on Mental Illness

 **nami** Ending the Silence
National Alliance on Mental Illness

 **nami** Family Support Group
National Alliance on Mental Illness

 **nami** Peer-to-Peer
National Alliance on Mental Illness

 **nami** Homefront
National Alliance on Mental Illness

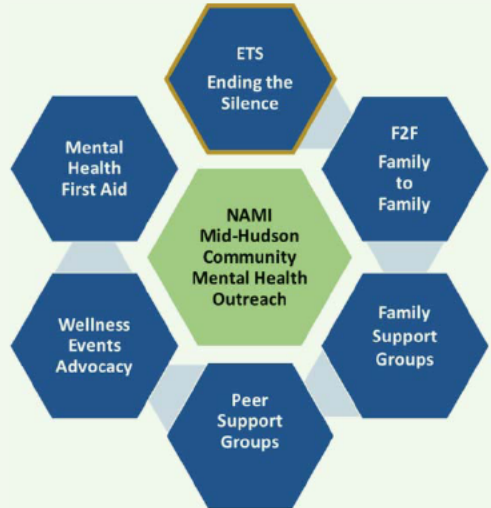
 **nami** In Our Own Voice
National Alliance on Mental Illness

 **nami** Connection
National Alliance on Mental Illness RECOVERY SUPPORT GROUP

 **nami** Basics
National Alliance on Mental Illness



4. Summary of Key Accomplishments achieved in 2021

<i>NAMI Mid-Hudson outreach has touched thousands of individuals in 2021 in executing our Mission to provide:</i> ○ Evidence based education ○ Support to Families and ○ Advocacy for individuals living with mental health challenges & their families	
Program NAMI Mid-Hudson Outreach & Community Contributions	
Family-to-Family Educational Class	Community Family Well Being • F2F classes increased participants knowledge about mental illness and dealing with a mental health crisis • Families gained new knowledge about resources & supports available for themselves & their loved ones. • NAMI Mid-Hudson completed three 9 week F2F classes with families from Dutchess and Ulster Counties. • 84 Graduates feel better equipped to “keep on helping their Loved One”.
Peer-to-Peer Educational Class	Community Wellness for Adults Living with a Mental Health Condition • Peer to Peer classes help adults living with a mental health condition better understand themselves and their recovery. • Taught by trained leaders with lived experience, this program includes activities, discussions and informative videos. • NAMI Mid-Hudson completed three 8 week P2P classes for adults living with a mental health condition from Dutchess and Ulster Counties. • 35 Graduates felt better equipped to focus on their mental wellness • Two new leaders were certified to teach

Ending the Silence for Students Families and Staff	Ending the Silence for Students focusing on Positive Youth Development - Increasing mental health literacy and promoting mental wellness in our youth with positive coping skills to reduce the severity of mental illness and act as a deterrent to bullying, risky behaviors like substance/alcohol abuse and even suicide. - Had a tremendous response from the local high schools asking for presentations on ETS for students - Presented ETS to 1055 students at 9 schools, some multiple times on 16 different days ➤ Beacon High School educated on Nov. 9th 2021 --> 117 Students participated Below is feedback from a school teacher, an unbiased 3rd party, that corroborates the value the program brings to help students and families in the Beacon community.
NAMI presented to Beacon High School the Ending the Silence Program about Mental Health in November 2021. Right after the presentation the teacher, Diane Tanzi sent us this success story: "I am writing this letter hoping those that read it will understand the value of NAMI Mid-Hudson's ETS program along with Jo Ann Brown and her young adult presenters to the Beacon City School District Community. In my 15 years of teaching I have not found a more valuable resource. ETS gives students real life examples. It extends what we teach in health class with relatable real life stories. They literally get resources and a Trusted Adult List in their hands. The students are listening! <i>This presentation gave me the tools to work with students and what I have learned helped me to save a student.</i> I was teaching hybrid and a student emailed me and told me he wanted to speak with me and not to tell his parents. <i>He said he was having thoughts of just "ending it all."</i> I saw the email and was able to keep him on the virtual meet after all the other students left, while also calling the school psychologist and administration. I was able to have an honest conversation with him. <i>He was hysterical crying and I was able to ask him if he was having thoughts of suicide and if he had a plan?</i> He said yes and I was able to get him to turn on his video and keep him talking. We were then able to get in contact with someone at home and he was able to get the help he needed. <i>He was hospitalized and treated.</i> I am so proud to have been a little aspect of hope for him. I often think about what would of happened if I did not check my email, or if I did not have the training as an educator or was afraid to ask the question. I am so happy to have had the confidence and experience to be able to remember these simple questions that are reiterated by NAMI at each ETS presentation. <i>I honestly was afraid to ask that question before the ETS presentations. That student is thriving today Thanks to NAMI Mid-Hudson's ETS presentations."</i>	
Support Groups	Family Group support meets monthly at 3 different locations in Dutchess and 1 in Ulster → 48 Opportunities to network with families and learn from each other's experiences (Avg. attendance 8 to 12 family members at each group meeting) Connection Adult Recovery Support Group meets monthly. (Avg attendance is 8 adults living with a mental health condition at each meeting)
In Our Own Voice	People with mental health conditions share their powerful personal stories in this presentation - A first-hand account of what it's like to live with a mental health condition. - Change attitudes, assumptions and stereotypes by describing the reality of living with mental health conditions

	- Presented Monthly to an average of 30 participants each presentation - Ten presenters are currently participating in this program, Four adults are training to be presenters
Mental Health Advocacy	- Letters to Gov. Cuomo, Howard Zucker, MD & Ann Sullivan, MD regarding reinstating the eliminated inpatient mental health and detox services from Ulster community. - Interfaith Initiative Outreach Project to Underserved Community - Participated in Ulster County Mental Health Task Force - Jo Ann presented at Annual Ulster County Suicide Prevention Forum in Sept. 2021 - Reached out to 7 local Hannaford's stores to provide mental health support for employees - May "Walk in Nature", Ribbon Campaign and Podcasts May 2021
Wellness Table Events	Community Wellness Events and Forums - Wellness Zoom events at Local High Schools, Agencies, Businesses and Local Colleges. ✓ Many events were cancelled due to Covid-19 restrictions from local Government ✓ 50 events this Year → Touched over 1500 participants - Mental May Awareness Month -> Crunch Fitness tabling, videos and Zumba Event May 2021 - Spaceman Shootout Event The Fight for Mental Health Awareness August 2021 - National Night Out annual community-building campaign August 2021 - Eastern Dutchess Health Fair Dutchess Community Action August 2021 - Back2School Block Party Mental Health packets for 150 Backpacks - Town of Dover Recreation Community Day at Boyce Park September 2021 - Building Bridges Fall Conference and Networking event October 2021 - ECCSI System of Care Panel April and November 2021 - Eastern Dutchess Rural Health Network Meetings

5. Description of the proposal

In the table below are the 3 key programs that will be offered to City of Beacon residents. NAMI Mid-Hudson has been delivering Ending the Silence program to Beacon High School for the last 4 years and we also provide access to the Beacon residents to participate in the other NAMI programs. During May being Mental Health Awareness Month, NAMI Mid-Hudson shares with the community the resources we have to promote awareness of mental health and to advocate for families and students in need of support. ***NAMI Mid-Hudson will again sponsor this year the Ribbon campaign in Beacon for May being Mental Health Awareness Month in the Community.***

City of Beacon 2022 NAMI Mid-Hudson Program Proposal	
Mental Health Educational & Support Programs	Program Overview and Benefits Community Gains from Programs
ETS Presentations to High School Students to Learn about Early Signs of Mental Health Conditions	NAMI Ending the Silence is an engaging presentation that helps audience members learn about the warning signs of mental health conditions and what steps to take if you or a loved one are showing symptoms of a mental health condition. NAMI ETS presentations include two leaders: one who shares an informative presentation and a young adult with a mental health condition who shares their journey of recovery. Audience members can ask questions and gain understanding of an often-misunderstood topic. Through dialogue, we can help grow the movement to end stigma. What Students Will Get NAMI Ending the Silence for Students: 50-minute presentation designed for middle and high school students that includes warning signs, facts and statistics and how to get help for themselves or a friend. Research has shown that NAMI Ending the Silence for Students is effective in changing middle and high school students' knowledge and attitudes toward mental health conditions and toward seeking help
Two Family to Family 8 Week Classes	NAMI Family-to-Family is a free, 8-session educational program for family, significant others and friends of people with mental health conditions. It is a designated evidenced-based program. This means that research shows that the program significantly improves the coping and problem-solving abilities of the people closest to a person with a mental health condition. What You'll Gain - How to solve problems and communicate effectively - Taking care of yourself and managing your stress - Supporting your loved one with compassion - Finding and using local supports and services - Latest information on mental health conditions & how they affect the brain - How to handle a crisis - Current treatments and therapies - The impact of mental health conditions on the entire family
Weekly Family Support Groups on Mental Health	Zoom online support & Communications NAMI Family Support Group is a peer-led support group for any adult with a loved one who has experienced symptoms of a mental health condition. Gain insight from the challenges and successes of others facing similar experiences. - NAMI's support groups are unique because they follow a structured model, ensuring everyone has an opportunity to be heard and to get what they need. - Free of cost to participants - Designed for adult loved ones of people with mental health conditions - Led by family members of people with mental health conditions 60-90 minutes long and meets weekly - No specific medical therapy or treatment is endorsed - Confidential

6. Purpose and Key Anticipated Outcomes

Below is a summary of Outputs and Outcomes we plan on Achieving

Outputs	Outcomes
Beacon residents will be offered to participate in the 8 week Family to Family Class on line virtually Beacon residents will be able to attend the NAMI Mid-Hudson Support Groups offered online 4 times each month	Community Family Well Being • Will increase their knowledge about mental illness and dealing with a mental health crisis • Will gain new knowledge about resources and supports available for themselves and their loved ones. • Use survey questionnaire to assess from Participants benefits gained from learning about mental health and support services
Beacon High School will participate in Ending the Silence Presentations done remotely with enhanced security protocols required by school district	Positive Youth Development • Increasing mental health literacy and promoting mental wellness in our youth with positive coping skills can reduce the severity of mental illness and act as a deterrent to bullying, risky behaviors like substance/alcohol abuse and even suicide. • Adolescents and young adult participants will demonstrate improved life skills to build coping mechanisms, including confidence and improved decision making to reduce high-risk behaviors and to reduce instances of substance abuse, bullying, violence, and other destructive behaviors. • Use pre and post survey questionnaire to assess success with a target of 75% Satisfaction rating from Participants
Outreach to Community about Mental Health Education and Services	During May Mental Health Awareness Month • Participate in I am Beacon PodCast • Wellness Events Tables giving out NAMI pamphlets • Flyers depicting NAMI Mid-Hudson Signature Programs to educate community and promote NAMI Brand Image • Ribbon Campaign

7. Individuals/Communities Served – Target Population

The NAMI Signature programs are for families, friends, care givers and people who are in need of mental health education and support in Dutchess and Ulster Counties. We also collaborate with and are referred to as a resource by other local government agencies who provide behavioral health resources to the community.

For Ending the Silence (ETS), we have been canvassing the local community to assess needs and getting feedback from ***Dutchess County school management regarding providing education classes including for our students in the Beacon community.*** There is a need for this education at both the middle and high school levels. In 2022 NAMI Mid-Hudson proposes to increase the number of students served in Dutchess and Ulster Counties by approximately 4x to 1200 students to fill the need gap.

NAMI Mid-Hudson has analyzed the ALICE data provided by United Way for Dutchess County and is using it to address the needs of the people in the community who have the highest % of households at or below the ALICE/Poverty levels. Using an analytics approach is a robust way of making sure we reach a diverse group of people. This also helps us in formulating a plan to expand programs to those towns based on where the need is the greatest.

8. Funding requested: \$5,000

9. & 10. Overview of How Funds will be Spent & Proposed Timeline

2022 NAMI Mid-Hudson Beacon Program Budget			
Mental Health Educational Programs	Funds Cover Program Service	Proposed Timeline	Expense
ETS Presentations to High School Students to Learn about Early Signs of Mental Health Conditions	1. Program Director/Coordinator Support	Fall 2022 (Sept. – Dec.)	\$2500
Two Family to Family 8 Week Classes	2. Materials, Administrative Staff	June to Dec. 2022	\$2000
Weekly Family Support Groups on Mental Health	3. Zoom online support & Communications	May to Dec. 2022	\$500
Total Fund Soliciting for Proposed Program			\$5,000

11. Partners and their role in our relationship with them

The NAMI programs are no cost to participants but funds are needed to administer the programs which includes:

- Training volunteer teachers & presenters
- Finding presentation locations
- Recruiting participants
- Coordinating curriculum, materials & schedules

The key partners who support these programs with funding are:

1. Dutchess County Agency Partner Grant
2. Dutchess County Dept. Of Behavioral Community Health
3. United Way of Dutchess County
4. Eastern Dutchess Rural Health Network
5. Ulster County Dept. of Mental Health for Ulster Programs

The programs they support are listed in the screen shot below.

12. NAMI plan for sustainability of the project after the grant award has been exhausted

Since NAMI Mid-Hudson is a nonprofit organization, we rely on a multitude of partners to support our mission to provide evidence based education, support and advocacy for individuals living with mental health conditions/challenges and their families. We have established a sustainable program and infrastructure and have been sponsored by the partners listed below for the last 5 years and keep adding new partners to educate the public about mental health and provide education and advocacy by leveraging the National NAMI and New York State organizations.

We also rely on many volunteers who donate their skills, time and energy to give back to our community. The list shown below has grown over the years due to our track record of delivering value to our community through the programs found on our website ([NAMI Mid-Hudson \(namimidhudson.org\)](http://namimidhudson.org)) that contribute to community well-being and family stability. *Mental well-being impacts family stability and there is no health without mental health.*

Sources of Income for Program Support

Grants/Stipends	Activities Supported
Dutchess County APG	Family to Family Classes
United Way – Dutchess County	Ending the Silence for High School Youth
Ulster County Dept. of Mental Health	Ending the Silence for High School Youth
Dutchess County Dept. of Behavioral & Community Health	Supports Supplies & Printing for Programs
Eastern Dutchess Rural Health Network	Family Programs
NAMI NYS	Family Programs
Public Donations/Support	Family Programs & Support Groups
Stewarts Shops	Family Programs & Support Groups
Jack & Jill (African American Nonprofit)	Family Programs & Support Groups
	All Family Programs and NAMI Management of Organization

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: The Foundation for Beacon Schools, Inc.	
Address: PO Box 456, Beacon NY 12508	Email: foundationforbeaconschools@gmail.com
Phone: (845) 288-3009	EIN/ Tax ID: [REDACTED]
If using, Name of Fiscal Sponsor:	
Address:	Email:
Phone:	EIN/ Tax ID:
Designated contact: Anna Sullivan, Board Chair	
Address: [REDACTED]	Email: [REDACTED]
Phone: [REDACTED]	Cell:

Proposal Information

Please return this information sheet with a separate proposal for utilizing the City of Beacon Community Investment Program funds. Please include the following:

1. Please provide your organization mission statement.
2. Tell us about the history of your organization.
3. Tell us about your current programs and activities.
4. Please describe a few top accomplishments of your organization within the last three years.
5. Provide a brief description of the proposal.
6. Describe the purpose and key anticipated outcomes.
7. Identify individuals or communities served.
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9. Provide an overview of how funds will be spent.
10. Identify the proposed proposal timeline.
11. Please list any partners in this proposal, the partner's role and your relationship with them.
12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

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mprice@cityofbeacon.org

2022 City of Beacon Community Funding Application #2022-003

Applicant: The Foundation for Beacon Schools, Inc.

Date: March 30, 2022

Project Title: **Past, Present and Future: Beacon's Youth Create Films on Local History**

Proposal Summary

The Foundation for Beacon Schools proposes to develop, implement, and evaluate a pilot project to bring Beacon history to life through short documentary films made by BCSD-enrolled children. Through this pilot initiative, Beacon's school-aged children will work with local history and filmmaking experts and community members to develop their projects during school hours under the supervision of a teacher. The short films created for this project will be made available to the City's public television channel 22 and archived online for the community and future generations to enjoy. In partnership with local businesses and religious and nonprofit organizations, including StoryScreen Beacon, the Rise Up Project at St Luke and St Andrew's Church, and the Beacon Historical Society, as well as with local professional filmmakers, teachers and administrators in the Beacon City School District, this project will address many of the goals identified in the City of Beacon's RFP. It will enhance Beacon's quality of place by bringing insights into Beacon's past to new film formats, while helping Beacon youth make deeper connections to their hometown and its history while developing in-demand filmmaking skills. This project will provide a unique enrichment program to our youth and residents in the areas of the arts, culture, and heritage. Approximately 47% of enrolled students in the Beacon City School District are from economically disadvantaged households. For many families, participation in paid after-school enrichment programs can be challenging. Adding this additional learning opportunity will allow students in Beacon to identify and cultivate new interests, talents, and even vocational opportunities. The completion of this pilot will help the Foundation for Beacon Schools and our partners identify the best model for scaling this initiative. The films and testimonials from the pilot will also enable us to more effectively fundraise and build a long-term fund to sustain this initiative in future years so that more students can participate in what we hope will become a Beacon tradition.

1. Please provide your organization mission statement

The mission of the Foundation for Beacon Schools is to support innovation, enrichment, and the expansion of educational opportunities in the Beacon City School District (BCSD) through fundraising, grantmaking, program development, and strengthening community ties to our public schools.

The goals of the Foundation are to:

1. fund and evaluate innovative pilot projects and events that enhance student learning and enrichment, with a view to the district sustaining successful initiatives in the long-term;
2. facilitate collaboration between BCSD and the community and local and regional organizations to strengthen educational and occupational opportunities for students;
3. foster strong community involvement and increase the visibility and value of public education in Beacon.

2. Tell us about the history of your organization

The Foundation for Beacon Schools was formed at the start of the pandemic to support innovation and learning enrichment in the six schools in the Beacon City School District. We came together at a time when the outlook for public education funding was uncertain and when students, teachers, school leaders, and families were bearing the brunt of sudden school building closures and the transition to online learning. We felt it was an important moment to establish an organization that could connect the community strongly to our public schools, to support our teachers in the face of many external funders in the region closing their doors, and to further help our students - the leaders of tomorrow - to find and cultivate their talents while they are in school. We incorporated in NY State in February 2021, registered with NY Bureau of Charities in August 2021, and attained 501(c)3 designation by the IRS in October 2021.

3. Tell us about your current programs and activities

Since our inception, we have launched several initiatives. The first is establishing and organizing the [BCSD Student Film Festival](#). This new program supports Beacon's students to make a short film using little more than a smartphone and a computer. The festival brings the community together to view the students' submissions on the big screen at the Seeger Theater at BHS.

Open to all grades in the BCSD, students are encouraged to involve family and friends in the production of their films. To support them, FBS has hosted a series of online help sessions with local filmmakers, who have provided advice and tips for students to develop a strong story idea and use good filming and editing techniques. We are encouraging our city's young budding filmmakers to consider narrative as well as documentary films for their project.

As mentioned in our proposal below, we would like to expand support for students to make documentary films about Beacon history in partnership with local organizations including StoryScreen Beacon and the Beacon Historical Society, Beacon's extensive community of professional filmmakers, and the school district.

Other initiatives that are in progress include:

- teacher grants for innovative teaching tools and learning technologies and enrichment events
- the creation of a working group to connect local history experts and organizations and the BCSD to support the inclusion of f Beacon's rich history to the district's curriculum
- support for a 5K race and fun-run in partnership with a local philanthropic organization to raise funds for the Foundation and other youth-related initiatives
- an inaugural gala scheduled for June 11, 2022 at University Settlement Camp to bring our community together to celebrate Beacon's incredible accomplishments in education during the pandemic and to raise money for further initiatives..

4. Describe a few top accomplishments of your organization within the last three years

It was challenging to convene community stakeholders - parents, business owners, community members, and educators - at the start of the pandemic when everybody was facing massive disruptions to their daily lives. With the dedication of our founding team, we were able to work through the extensive administrative steps to form a board, advisory board, mission and vision, and bylaws and build a new education foundation for Beacon that is now incorporated, registered with the Bureau of Charities, and designated by the IRS as a tax-exempt nonprofit organization.

Our first full fiscal year of fundraising, event planning and program development has exceeded our goals thanks to the incredible support of the Beacon community and the Beacon City School District. We are excited to continue to grow to provide events that connect us as a community around support for education, and build funds to support new initiatives and learning technologies for our school district and the 2,743 students it supports.

5. Provide a brief description of the proposal

We propose to develop, implement and evaluate a pilot project to bring Beacon history topics alive with a series of short documentary films made by BCSD-enrolled children, and to archive the students' Beacon history films online for the whole community and future generations to enjoy. To achieve this goal, we will partner with a number of Beacon organizations, businesses, residents who are film and technology professionals, history experts, and BCSD teachers to create a video archive of the students' local history films. The benefits of this project will be widespread.

6. Describe the purpose and key anticipated outcomes

The purpose of this pilot project is:

1. to design, implement and evaluate a pilot project for classes at a different grade levels to research and make a short documentary film on a Beacon history topic;
2. to create an archive of student-led films on Beacon history topics for the community;

3. to identify the appropriate grade levels for this program as it relates to curriculum, student engagement, and the best project design for the future;
4. to establish an ongoing collaboration between local history & film experts, community organizations, and Beacon's educators to benefit Beacon youth, families, and the wider community and to expand learning and vocational opportunities for Beacon's students.

7. Identify individuals or communities served

For the pilot project in 2022, up to 100 Beacon students will be directly involved in the research and process of making a short documentary film on a Beacon history topic. Local organizations, businesses, and resident filmmakers will also be involved in helping students complete their project. This initiative will benefit all residents in the City of Beacon. They will have open access to the new short films that shed light on Beacon history topics they may not know much about. The project will bring together stakeholders of different ages in Beacon and deepen our residents' connection to the place they call home. It will provide an enriching educational experience for Beacon school students, and foster new relationships between local nonprofits, schools, businesses, and professionals.

8. Note the amount of funding requested

The budget for the proposed project is \$6,500. We are respectfully requesting this amount to achieve the stated project objectives. Our board and partners are very grateful to the City of Beacon for supporting nonprofits with this new funding opportunity to enrich quality of life.

9. Provide an overview of how funds will be spent

Description	Cost
Learning supplies and camera equipment for class visits to Beacon Historical Society	\$1,000
Film licensing fees for StoryScreen Beacon to host a talk + screening on documentary filmmaking techniques for participating students	\$1,000
Stipends for Beacon-resident filmmakers to provide up to 30 hours of technical assistance and film editing services to classes participating in the pilot project	\$3,000
Stipend for a Beacon-resident IT consultant to advise the Foundation on the design and platform for building a searchable archive to host films created from the project	\$500
Foundation for Beacon Schools' project management tools & additional web hosting	\$500
Recording equipment for RiseUp Oral Histories interviews	\$500
Total	\$6,500

10. Identify the proposed proposal timeline

The pilot project will be completed per the RFP by the end of 2022. The class projects will take place during the fall semester of 2022. This timeline will give the Foundation, our partners, and teachers time during the spring / early summer to coordinate the project for each class, set up class visits, build in time for the students' research, and create a schedule for the filmmaking component with the technical assistance of local filmmakers. The Foundation for Beacon Schools will host project kick-off calls in May and will facilitate evaluation meetings at the end of the project to identify lessons learned for the future.

11. List partners in this proposal, and the partner's role and your relationship with them



Beacon Historical Society

Included with this application is a Memorandum of Understanding between the Foundation for Beacon Schools and the Beacon Historical Society (BHS) detailing the roles of both organizations if this project is funded by the City of Beacon. BHS will host class visits to their new location and guide each class on their research topic for their film.



StoryScreen Beacon

The Foundation has already begun partnering with StoryScreen Beacon on the BCSD Student Film Festival. We propose to extend that partnership by funding a class visit to StoryScreen Beacon for a guided film talk on how documentary films are made. StoryScreen will license the documentary film to be screened and set up and run the guided talk.



Beacon City School District

The school district administration is providing critical guidance and support to help bring this enrichment opportunity to Beacon's students and support teachers who have expressed interest in participating in the pilot project.



The Foundation for Beacon Schools

As the PI, the Foundation will provide overall project management, putting in place a structure for the project including coordinating kick-off calls, evaluation meetings, connecting stakeholders, funding the purchase of learning materials, tracking project milestones, and generating the final report.

**St. Andrew & St. Luke
Episcopal Church**

RiseUp - SASLEC Oral Histories Project with Senior Beacon Residents

Members of St. Andrew and St. Luke Episcopal Church are spearheading an exciting initiative through their RiseUp ministry to connect Beacon youth with

senior residents in the community to interview them and learn about our seniors' experiences of Beacon over their lifetimes. One of the classes involved in the pilot project will take part in the RiseUp Oral Histories Project with the support and guidance of RiseUp members.

12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted

Upon completion of the pilot project, the Foundation for Beacon Schools will create online and printed fundraising resources to showcase the results of the pilot. The sponsor brochure we create for prospective sponsors, donors, and funders will include images and testimonials from students and our project partners about the initiative, and links to the films created during the pilot project. The products and results will give our program sponsors and donors confidence to support this project into the future. In just the first full year of operation, the Foundation has already secured more than 20 business / corporate sponsorships and over 150 private donations, and each month we are building new connections and partnerships with a range of businesses and nonprofit organizations to achieve our mission.



www.foundationforbeaconschools.org
foundationforbeaconschools@gmail.com
PO Box 456, Beacon NY 12508
(845) 288-3009



Memorandum of Understanding

between the Foundation for Beacon Schools and the Beacon Historical Society
for the City of Beacon Community Investment Initiative RFP, March 2022

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a general working agreement between the Foundation for Beacon Schools, Inc. (FBS) and the Beacon Historical Society (BHS) to coordinate educational activities in support of a pilot project in which Beacon's school students will research and make short films about local history. Working with a range of local organizations, businesses, and resident filmmakers, this pilot project will result in an archive of short films on Beacon history topics that can be enjoyed by the whole community for generations to come.

Background

The Foundation for Beacon Schools, Inc. is applying to the City of Beacon's 2022 Community Investment Initiative to fund this pilot project. Under the proposal, FBS will connect BCSD teaching staff and students participating in the pilot with local history experts at the Beacon Historical Society. The project will fund the learning resources needed for class visits to the Beacon Historical Society, where students and their teacher will learn about research tools and resources available for their project as well as how historical data is preserved. Classes will identify the topic on which they would like to make a film, and select the appropriate research tools and resources to build their documentary. The proposal will also team each class with a Beacon filmmaker who will serve as a mentor / guide to the teacher and students on filmmaking tips and techniques. An IT consultant will help the Foundation for Beacon Schools and the Beacon Historical Society determine the best method for archiving the films produced online, with the possibility for expanding the archive into a searchable database.

Agreement

If awarded funding under this proposal, the Foundation for Beacon Schools will:

- connect participating teachers with a volunteer from the Beacon Historical Society to plan a class visit and select a local history topic from a current list of activities;
- provide funding in the amount of \$500 to BHS for supplies for up to three class visits to the Beacon Historical Society as part of the students' research on Beacon history topics;
- provide funding for a tablet computer with integrated camera and video editing app that can be used by visiting classes to film footage of approved BHS archival material, and then saved on

the cloud. The tablet will remain the property of the Beacon Historical Society after the conclusion of the pilot project.

If awarded funding for this proposal, the Beacon Historical Society will:

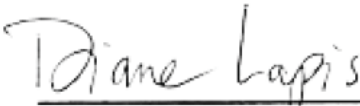
- connect BHS experts on local history with BCSD teachers and students participating in the pilot project to assist with the design and implementation of the research project
- host up to three class visits to the Beacon Historical Society
- prepare a lesson for the visiting classes on how to narrow down a local history topic, how to research the topic, and how historical information is preserved
- provide a review of the students' film projects for historical accuracy and correct attribution of sources, etc.

This MOU represents a non-legally binding expression of hope and intent for the Foundation for Beacon Schools and the Beacon Historical Society to work together to achieve the goals of the proposed project.

Effective Date

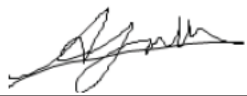
This MOU will become effective upon signature by the President of the Beacon Historical Society and the Board Chair of the Foundation for Beacon Schools, and shall remain in effect until termination ,by either party. Either Party may terminate this MOU upon 90 days written notice to the other party. Its provisions will be reviewed and amended or supplemented as may be mutually agreed upon in writing.

Signed by:



President, Beacon Historical Society

3/23/2022
Date



Board Chair, The Foundation for Beacon Schools, Inc.

3/28/2022
Date

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Name of Organization: <u>Beacon Youth Football</u>		Applicant Information (Will take place @ V.R. Way Football Field Memorial Park, Beacon)
Address: <u>59 Robert Cahill Dr.</u>	Email:	
Phone: <u>(see below)</u>	EIN/ Tax ID [REDACTED]	
If using, Name of Fiscal Sponsor:		
Address:	Email:	
Phone:	EIN/ Tax ID:	
Designated contact: <u>Terrance Davis</u>		
Address: [REDACTED]	Email: [REDACTED]	
Phone: [REDACTED]	Cell: [REDACTED]	

Proposal Information

Please return this information sheet with a separate proposal for utilizing the City of Beacon Community Investment Program funds. Please include the following in your proposal;

1. Please provide your organization mission statement.
2. Tell us about the history of your organization.
3. Tell us about your current programs and activities.
4. Please describe a few top accomplishments of your organization within the last three years.
5. Provide a brief description of the proposal.
6. Describe the purpose and key anticipated outcomes.
7. Identify individuals or communities served.
8. Note the amount of funding requested.
9. Provide an overview of how funds will be spent.
10. Identify the proposed proposal timeline.
11. Please list any partners in this proposal, and the partner's role and your relationship with them.
12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

23 West Center Street Beacon, NY 12508 • Phone: (845) 765-8440 • Fax: (845) 765-8439

mprice@cityofbeacon.org

We are writing up this proposal in hopes of being selected for the City of Beacon Community Investment Program in order to start up the Beacon Youth Football Program.

1) Our mission statement is as follows:

"The Beacon Youth Football Association's mission is to foster a program dedicated to providing the youth of the City of Beacon an environment that is fun, safe and educational for them to learn and succeed in the game of football. "

-We will achieve this through the following:

- providing a safe and nurturing environment for the players
- coaching to help them develop the skills needed to succeed
- fostering an environment where respect to ones self, teammates, opponents, officials and coaches are demanded
- providing our coaches with the tools, resources and support they need to succeed
- embracing the diversity of our community and the communities around us
- encouraging the continued involvement of parents

2)-The history of the original football league dates back to 1965 when Vernon R. Way set out with plans to create not only a field, but a football program, in addition to a field house and lights. This dream was turned into a reality with his handwork, dedication and perseverance; all to ensure that the youth of the City of Beacon had a place to go and play the game that he loved. His motto was "Kids who play sports, stay out of courts." Vernon put his heart and soul into this league. This program and the kids who took part in it were truly his babies. He fully funded the league, paid for all of the kids to play in it, took on the cost of the equipment and even took, printed and handed out individual and team photographs for free for many years. His involvement was beneficial to everyone that he was associated with. Beacon Pop Warner Football would not be what it is today without Vernie. For all of his accomplishments, we as a league, are eternally indebted to Vernon R. Way.

3)-Currently, we have a multitude of people, (including the original founder of the program's family, other families, many friends, community members, businesses and organizations who want to help support our efforts in establishing our new football league and fixing up our field house. We, as a committee, have established our group as an LLC, have filed for a non-profit organization, have acquired insurance for our program, and have sought out members of our community to coach and teach our youth the fundamentals of the game of football. We are currently seeking donations from local businesses going forward and are planning various fundraisers as well in order to raise money to purchase needed items for both our program as well as our field house to better support our cause. (Please note, that the restoration of our field house is going to require a host of repairs in order to make it better suited and more functional in the long run so that we can utilize it for many years to come).

4)-Over the course of the past few years, the previous organization, "Beacon Bears Football," was faced with many obstacles which affected not only the interest of the community members to take part in the football program but also for players to actually play. That's why we as a committee feel very strong about rebuilding this program in a different light where we welcome everyone and encourage others to be a part of this undertaking. We strive to have more community involvement than the last group of individuals who ran the program. We will work hard to do whatever it takes to not only rebuild this league but to have strong ties with individuals in our city who wish to be a part of it.

5) -We are asking for grant money in order to help offset initial start up fees associated with the cost of a new program. We are building this program from the bottom up and starting out with no operational funds, so any monetary support that can be given to us to help will be greatly appreciated. Not only will we be using the funds (if given) to purchase items for the actual program itself but we are also asking for a few things to utilize at the field house for fundraising initiatives for the program as well; such as the refrigerator and the freezer. In addition to the aforementioned, one other item that we are asking for money for is waterproof vinyl flooring. This is a necessity to replace the current rugs that adorn the floors, due to them being unsightly and ruined. (FYI, We are also in the process of finding a contractor to replace the current roof which needs to be repaired due to multiple leaks).

6) The purpose of this proposal is to start up the Beacon Youth Football League, in order to give the children of our community and the surrounding area, an opportunity to play youth football. In addition to this, we want to fix up the field house so that it can be used by the players and coaches to hold meetings in, to train in, review plays/games in, get dressed in, store equipment/items, hold a concession stand out of to earn profits, etc.

7) Initially, we will serve children in our community (and the surrounding areas, if there is an interest), from 3rd-5th grade, just to start off the flag football league this Spring. Going forward, next year, we will then expand our program to serve students from 1st-6th grade, once we have the volunteers needed to coach as well as the kids who want to participate.

8) We are seeking \$ 6,000.00 in order to do so.

9) The following information, will give a brief overview of how funds will be spent:

- 1) Insurance (liability (of officers and directors) \$1,100.00
- 2) Scholarship fund (to offset the cost for 10 youth players to take part in the program who don't have the fees to pay) \$600.00

- 3) 1,000 sq. ft of waterproof vinyl flooring (approx. \$1.00 a sq ft) \$1000.00 (to repair damaged floor)
 - 4) HP laptop computer (17 inch Intel 8GB) \$500.00 (for operations of the program, maintaining records, keeping track of finances, tracking information regarding the league and it's program that we are enrolled in), etc.
 - 5) HP printer/copier \$200.00 (to print necessary documents relating to the program and the operations within it, and for printing items relating to all of this too.
 - 6) Frigidaire refrigerator (20.5 cubic feet) \$750.00 (to store food items that we will cook and sell at the concession stand to earn profits for the program)
 - 7) Stand up freezer/ chest (11.4 cubic feet) \$804.00 (same as above)
 - 8) Rogers Athletic Colt Youth Football Blocking Sled \$1,649.00 (to be used to help with training and teaching the fundamentals of the game of football)
-

10). The proposed timeline would be as soon as possible for most items, however initially, we would need the \$1,100 to cover the insurance for the start up of the program. Our registration / first practices will take place on Aprill 22nd and April 29th at the V. R. Way football field. Our first game will be on May 7th. and span over the course of 6 weeks which will bring us to third week of June.

-The rest of the items can be purchased as soon as the funds become available from the city. Even though, the Spring league is only six weeks long, we also plan to hold a summer camp and clinics throughout June and July. Then, in August, the Fall football season would start.

11. Our committee is as follows:

President- myself (Terry Davis)

Vice President- Dave Antalek

Financial Secretary- Sam Way

Recording Secretary-Dana Quintana

Communication Officer-Kriatal Walden

Facility Manager- Louis Amoroso Jr.

Trustees:

-Josef Walden

-Andrea Davis

-Debra Ashton

-John Ashton

-Sam Way Jr.

12. Our plan for the sustainability of the project after the grant award has been exhausted is to continue with fundraising efforts and contributions from local businesses and organizations going forward in order to keep our program financially sustainable and to ultimately be the most successful that it can be. A big part of this will be the use of the concession area in order to help support it all. It is important to understand that our efforts are not just short term. We intend to revitalize this football league and then keep

it going for many years to come. Through the dedication and commitment by its membership, our committee promises to uphold the highest level of integrity and standards to the Beacon Youth Football League.

*-If you have any further questions or need more information, please reach out to Terry Davis @ (845)542-9270. (Please note that I'm not able to bring my cell phone into my work facility, so therefore I won't receive any messages until after 4 pm on weekdays).

Additional Applicants

- Banana Bag and Bodice - Beacon Spring Celebration of Light
- Beacon Junior Baseball
- Common Ground Farm
- Fareground
- Howland Cultural Center
- I Am Beacon

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: <i>Banana Bag and Bodice - Beacon Spring Celebration of Light</i>	
Address: <i>194 Fishkill Ave., Beacon, NY 12508</i>	Email: <i>beaconspringny@gmail.com</i>
Phone: [REDACTED]	EIN/ Tax ID:
If using, Name of Fiscal Sponsor: <i>Fractured Atlas</i>	
Address: <i>248 35th St, 10th Floor, NY, NY 10001</i>	Email: [REDACTED]
Phone: [REDACTED]	EIN/ Tax ID: [REDACTED]
Designated contact: <i>Jessica Jellyffe and Christine Wang</i>	
Address: [REDACTED]	Email: <i>beaconspringny@gmail.com</i>
Phone: [REDACTED]	Cell: [REDACTED]

Proposal Information

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1. Please provide your organization mission statement.
2. Tell us about the history of your organization.
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12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

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mprice@cityofbeacon.org

April 1, 2022

Beacon Spring Celebration of Light



We are a small group of Beacon residents putting on a community festival in our big town/ small city to celebrate the coming spring, lunar new year, light, hope, warmth, renewal and kids! The Beacon Spring Celebration of Light is an annual festival that invites local artists, organizations, and everyone in the community to show up with their talents, support, and presence. Together we welcome Spring to the city with light, art, music, warmth and cheer.

On the evening of February 19, 2022, the Beacon Spring Celebration of Light held its first parade. With six main lanterns hand-crafted by local artists and proudly carried by volunteers, the parade commenced from Polhill Park. More than 200 people carrying unique home-made creative lanterns cheered spiritedly behind a brass band along Main Street to The Yard, an outdoor event space. Businesses and their patrons as well as passersby cheered on, waved their hands, and took photos and videos as the parade strolled by. Everyone, from the organizers to the spectators, was warmed from inside out by the light and the spirit.

The Beacon Spring Celebration of Light is proud to collaborate with local artists, designers, musicians, photographer, videographers, and citizens. The rich diversity of Beacon talents and inclusion of all culture contribute to the core value of the event. From the graphic design to the lanterns to the people of all ages and backgrounds joining together, light unites people and brings hope and warmth to us.

We have since been planning and working on the second annual Beacon Spring Celebration of Light. The scale will be bigger as we anticipate more musicians, paraders, and main lanterns. The City of Beacon Community Funding Program's grant will help us cover the costs for materials and payments to artists and designers in the initial stages. The rest of the

expenses will be covered by business sponsorships and organizational donations.

We are requesting funding of \$2000 for the preparation stage:

Allocation	Cost	Source	Estimated payment date
Lantern materials	\$350	Online	June, 2022
Lantern artist	\$500	Pam Koeber-Diebbell, Beacon	June, 2022
Graphic designer (poster, visual)	\$500	ThunderCut, Beacon	October, 2022
Musicians deposit	\$650	2~3 brass bands	November, 2022
TOTAL	\$2000		

Year one of The Beacon Spring Celebration of Light received copious media coverage. Local organizations recognized and shared the event information to their members. Participants, businesses, spectators took photos and shared on social media. Please see media coverages following the proposal.

The Beacon Spring Celebration of Light is a stage for local artists to showcase their talents while receiving a fee that they deserve. This is an event that welcomes all everyone to participate, all ages, genders, cultural backgrounds, everyone! The Beacon Spring Celebration of Light inspires the paraders, local residents, business and their patrons, and visitors to find warmth, hope, and joy in the dark night - and that's what the City of Beacon is about!



[In our community](#)

Beacon Spring Celebration of Light

The Beacon Spring Celebration of Lights invites you, next Saturday, February 19, for an evening to celebrate the coming spring, lunar new year, light, hope, warmth, renewal and kids!

Learn More

1. THE HEART OF ROBIN HOOD. Photo by T.Charles Erickson.
2. OUR TOWN rehearsal photo.
3. Photo provided. Created by Thundercut.

[Calendar \(/calendar/\)](/calendar/) / [BEACON SPRING CELEBRATION OF LIGHT 2022!](#)

BEACON SPRING CELEBRATION OF LIGHT 2022!

Posted Friday, February 11, 2022 9:03 pm by kinoserge (/user_profile.html?user_id=1770)

BEACON SPRING invites all to join us on SATURDAY, FEBRUARY 19th, for an evening event celebrating the coming spring, lunar new year, light, hope, warmth, renewal and kids! Everyone is welcome!

5:30p - GATHER - Polhill Park - Main Street & South Ave
Bring lanterns, illuminate our light, line up and kick off the walk!

6:00p - PARADE - South sidewalk Main Street.
Walk the length of Main Street with light and music and cheer!

6:30p - CELEBRATE - The Yard - 4 Hanna Lane
Display our lanterns. Drink tea and eat tasty morsels around the fire. Dress warm but be ready to dance to the music!

Tweet (<https://twitter.com/intent/tweet?text=BEACON%20SPRING%20CELEBRATION%20OF%20LIGHT%202022%21>)

Share 0



Share

Comments

NO COMMENTS ON THIS ITEM PLEASE LOG IN TO COMMENT BY CLICKING HERE (</LOGIN.HTML?REFERER=%2FSTORIES%2FBEACON-SPRING-CELEBRATION-OF-LIGHT-2022%2C36723>)

Fwd: [BHA]Limmud Festival, Zayin Adar, Community Purim Megillah Reading, and more...

1 message

Beacon Spring <beaconspringny@gmail.com>
To: Beacon Spring <beaconspringny@gmail.com>

Wed, Feb 16, 2022 at 9:05 PM

Begin forwarded message:

From: Jessica Jelliffe [REDACTED]
Subject: Re: [BHA]Limmud Festival, Zayin Adar, Community Purim Megillah Reading, and more...
Date: February 16, 2022 at 7:50:36 PM EST
To: Rabbi Brent Spodek [REDACTED]

Thanks for the shout out!!
xo
Jessica

On Feb 16, 2022, at 6:59 PM, Rabbi Brent Spodek <[REDACTED]>

[Unsubscribe](#)[Forward Email](#)

Viewpoints

LETTERS TO THE EDITOR

Letters may be edited for legal considerations, reader interest and length. Please include a telephone number and address for verification purposes. **Deadline for letters is Friday at noon.** Letters must be submitted by e-mail to be considered for publication. Letters can be e-mailed to newsplace@aol.com, and the phrase "Letter to the Editor" should be included in the subject line of the e-mail.

Letters to the Editor do not necessarily reflect the opinions of the staff or management of the Southern Dutchess News Group. Letter submission does not guarantee the letter will be printed. Letters should be less than 300 words.

Molinaro requests that Gov. Hochul reconsider effort to appoint new sheriff

To the Editor:

I am sending a letter to Governor Hochul on behalf of the people of Dutchess County, requesting that she reconsider her effort to appoint a new County Sheriff.

After the passing of Sheriff 'Butch' Anderson, Undersheriff Kirk Imperati has stepped into the role and done admirably. He is well-liked and respected throughout the law enforcement community, as well as the community at-large. Replacing him is not only unnecessary, a disruption in leadership could be detrimental to public safety.

As evidence of the local support for Kirk Imperati, the letter is accompanied by nearly 4,000 signatures asking for him to remain in the position - an outpouring of support that was collected in just a few days.

There is no requirement for Governor Hochul to appoint a new Sheriff, and an election will be held for the position this November. Taking action now is unnecessary, unwarranted and unwanted.

Marc Molinaro
County Executive
Dutchess County

Supports Good Cause Eviction legislation

To the Editor:

I am a homeowner in Beacon and I support Good Cause Eviction Legislation. In light of the end of the NYS Eviction moratorium, I am concerned about people in our community who are now facing housing insecurity. I am also alarmed at the number of stories I have heard about folks who have experienced exorbitant, unjust rent increases.

Predatory practices are driving people who have lived in Beacon for years out of our city. Our economic and racial diversity, the stability of neighborhoods and cohesiveness of our community are threatened by current practices.

The purpose of Good Cause Eviction Legislation is to give tenants additional consideration they can use in their defense in court. Eviction proceedings always go through the courts and ultimately a judge gives a ruling.

Landlords who occupy their properties with less than four units would be exempt. Considerable expenses due to capital improvements necessitating a rent increase will also be considered a just cause. Tenants who refuse to pay their rent, or are a nuisance impacting the safety or comfort of other tenants can still be evicted so the law seems fair to both tenants and landlords.

Housing Security is a basic right that too many are denied. It is time that all of us ask for our city to take steps to maintain the stability of our community and the protection of those of our community most at risk.

Tina Bernstein
City of Beacon

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New Hamburg, Red Oaks Mill, Fishkill, Chelsea, Wicoppee,
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Alzheimer's treatment needs full coverage from Centers for Medicare & Medicaid Services

To the Editor:

Thanks to our bipartisan champions in Congress, we've made great progress advancing research on Alzheimer's and dementia, providing hope to families in the midst of a terrible diagnosis and disease progression. And now the FDA has approved the first Alzheimer's treatment to address the underlying biology of the disease. It's lifted that hope higher, and there are other treatments close behind in the research pipeline showing even greater promise.

But with the Centers for Medicare & Medicaid Service's (CMS) proposed decision limiting coverage to those in clinical trials, access is severely restricted to only those few who live near research institutions or can afford to pay the \$28,200 annual cost out-of-pocket. CMS has never before limited Medicare coverage like this for any other FDA-approved medication. This is unacceptable.

People with Alzheimer's and their doctors should be able to decide if an FDA-approved treatment is right for them and those eligible should have it covered by Medicare. All those living with Alzheimer's deserve better.

My grandmother and all of us around her lived through the emotional pains of Alzheimer's as do more than 6 million people who are affected. I appeal to CMS to think of the benefit to millions of reconsidering their decision.

Richa Jagga
Wappingers Falls

First responders rescue woman from creek



City of Beacon Fire Department, City of Beacon Medic 1 and BVAC were dispatched for a female fallen possibly into the Fishkill Creek on Feb. 6. Firefighters responded and found a female approximately 50' down an icy embankment, stuck on the shoreline of the creek. An extension ladder was secured and lowered down so a career firefighter could initiate patient contact, according to a Facebook post on the fire department's Facebook page. A rope system was set up and used to lower a stokes basket down to the patient. The patient was placed into the stokes and hauled back up the embankment.

-Courtesy photo

Spring Celebration of Light Saturday

By Kristine Coulter

A Spring Celebration of Light 2022 will take place on the evening of Feb. 19 in Beacon. Organizers describe it as "celebrating the coming spring, Lunar New Year, light, hope, warmth, renewal and kids."

"One of the organizers is originally from Taiwan and a Spring Celebration of Lights has always been part of her life. Upon moving to Beacon she wanted to bring this beautiful tradition to her new home, help introduce Asian American community and their cultures to Hudson Valley residents, create opportunity to meet and get to know your neighbors. Another organizer has always been interested in community organizing and using light to bring people together," explained Sergei Krasikov, an event volunteer.

The schedule is as follows:
5:30 p.m. - GATHER - Polhill Park - Main Street and South Avenue
-Bring lanterns, illuminate our light, line up and kick off the walk!
6 p.m. - PARADE - Sidewalks of Main Street, gather at Polhill Park
-Walk the length of Main Street with light and music and cheer
6:30 p.m. - CELEBRATE - The Yard -

4 Hanna Lane

-Display one's lanterns. Drink tea and eat tasty morsels around the fire. Dress warm but be ready to dance to the music.

"People can expect to meet neighbors who came from various regions of the world and learn about spring celebrations in their cultures. They can expect to see some crafty DIY lanterns. They can expect dance, music, warmth and a lot of smiles," according to organizers.

According to organizers, thousands of lanterns are released in the sky during Pingxi Sky Lantern Festival; fires and candles lit in honor of fertility goddess Brigid in Ireland; bonfires in Switzerland and Germany for Walpurgis Night; lighting candles for Passover; a five-day fire fiesta in Valencia, Spain to name a few of the celebration of light.

Organizers would like to see different groups and organizations make their own lanterns and join them. All are welcome to participate - minority organizations, LGBTQ groups, unions, martial arts schools, and more.

For more information, visit <https://www.beaconspring.org/> or <https://www.facebook.com/events/355616402790790>

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: <i>Beacon Junior Baseball</i>	
Address: <i>P.O. Box 672</i>	Email: <i>beaconjuniorbaseball@yahoo.com</i>
Phone: [REDACTED]	EIN/ Tax ID: [REDACTED]
If using, Name of Fiscal Sponsor: <i>n/a</i>	
Address:	Email:
Phone:	EIN/ Tax ID:
Designated contact: <i>Allen R. McKay, President</i>	
Address: [REDACTED]	Email: [REDACTED]
Phone: [REDACTED]	Cell: [REDACTED]

Proposal Information

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1. Please provide your organization mission statement.
2. Tell us about the history of your organization.
3. Tell us about your current programs and activities.
4. Please describe a few top accomplishments of your organization within the last three years.
5. Provide a brief description of the proposal.
6. Describe the purpose and key anticipated outcomes.
7. Identify individuals or communities served.
8. Note the amount of funding requested.
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12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

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mprice@cityofbeacon.org

1. Please provide your organization mission statement.

Beacon Junior Baseball shall be a not-for-profit organization under the laws of the State of New York, and whose purpose is to promote and foster youth baseball up to 18 years of age, within its jurisdiction. Specifically, Beacon Junior Baseball shall provide youth an opportunity to learn and play the sport of baseball, and in doing so, also learn the principles of good sportsmanship, honesty, cooperation, teamwork, and respect for authority. Beacon Junior Baseball shall also provide a supervised, orderly, and progressive program of instruction and competitive baseball games. All Officers, Directors, Players, Parents, Sponsors, and Supporters shall bear in mind that the attainment of exceptional athletic skills or the winning of a game is secondary, and that the molding of future respectful and responsible adults is of primary importance. Directors of Beacon Junior Baseball (a/k/a the Board of Directors) shall strive to provide reasonably equal benefits and opportunities to all registered players whether recreational, instructional, or travel. Beacon Junior Baseball shall also provide quality competition for those players willing and able to compete at the highest levels of competition via a travel team program.

2. Tell us about the history of your organization.

Beacon Junior Baseball was founded back in 1952. In the 70 years since, it has seen thousands of Beacon City School District children learn to play and enjoy the game of baseball. The league had a 1981 team that won a district title, its first state championship, and made a serious run at playing in the Little League World Series in Williamsport, Pennsylvania. (See The Highlands Current, August 27, 2021.) More recently, its travel teams have won several Greater Hudson Valley Baseball League championships as well as putting together successful All Star Teams, including one that was invited to participate in the Cal Ripken Mid-Atlantic Regional Baseball Tournament. At least one former player, Lenny Torres, Jr. has been drafted in the first round of the Major League Baseball draft. The league is rich in history, and safely and securely displays its banners in the upstairs of the Beacon Junior Baseball field house.

3. Tell us about your current programs and activities.

Beacon Junior Baseball runs a recreational baseball program in the Spring and Fall for kids of all ability levels. This program includes baseball practices, games, and clinics. For those kids who desire a more intense level of baseball, it offers a travel baseball program that practices and plays games in the Spring, Summer, and Fall, and may include training in the Winter as well. It provides these programs to children from age 4 to age 16, at the current time.

4. Please describe a few top accomplishments of your organization within the last three years.

While the pandemic shut down much of New York State, Beacon Junior Baseball was able to operate safely, with City permission, throughout much of the pandemic, so as to be able to provide children with

a safe outlet to exercise and socialize with friends. We secured sponsorship to be able to procure two new scoreboards for two of the baseball fields that we use. We continue to serve as the feeder program for the middle school and high school baseball programs, with former Beacon Junior Baseball players headlining all of those teams. We have also continued to produce teams that have won Greater Hudson Valley Baseball League championships.

5. Provide a brief description of the proposal.

We desire funding to renovate the batting cages that currently stand and to install pitching plates and home plates in the neighboring vicinity as had once existed. Specifically, we desire to lay, with City permission, a concrete base to portions of the batting cages so as to provide greater stability for hitters as well as to install turf on the ground surface as well as to place padding on the batting cage's metal framework to decrease the velocity of careening baseballs for greater safety to pitchers and hitters alike in the batting cages. We also desire to install pitching mounds and home plates in the neighboring area to reinvigorate an area that had once been used to train and develop pitchers. We also desire to install a new scoreboard at the biggest field.

6. Describe the purpose and key anticipated outcomes.

We anticipate being able to utilize these upgrades to the training facilities in Memorial Park to more safely work with Beacon Junior Baseball players who look to improve their level of play. We anticipate that the batting cages and pitching locale will be able to serve as another station for coaches to better and more safely train their youth baseball players. We anticipate that the batting cages can and will be used by Beacon Junior Baseball players of all ages, from t-ball through high school level. We also anticipate that the kids who pitch will be able to safely practice throwing from properly measured appropriate distances without having to worry about being on the actual baseball fields while others may be using them. The desired location would be close enough to the baseball fields to serve as a place to warm up before serving as a relief pitcher in a Beacon Junior Baseball game. With the installation of a new scoreboard, we would hope to be able to host some tournaments to raise money so as to be able to decrease the cost of joining the Recreational baseball league program and procure additional equipment.

7. Identify individuals or communities served.

The upgraded facilities would serve the youth of Beacon Junior Baseball as well as any members of the community who still play baseball (or softball) outside of the context of Beacon Junior Baseball.

8. Note the amount of funding required.

We are seeking up to \$8,000 to complete this project.

9. Provide an overview of how funds will be spent.

Funds will be used to purchase the necessary materials, including necessary dirt, pitching rubbers, home plates, concrete, turf, padding, and other materials associated with the installation of the desired mounds, home plates, and batting cage upgrades. The funds could also potentially be used to pay for the professional labor in preparing and installing properly pitching mounds and home plates as well as laying the concrete properly in a portion of the batting cages. The funds would be used to procure a scoreboard as well as to pay for the City approved electricians to install it.

10. Identify the proposed timeline.

We would likely begin and complete the project over the Summer so as not to disrupt the Spring baseball season.

11. Please list any partners in this proposal, and the partner's role and your relationship with them.

There would not be a partner in the project, although we would hope that this would serve many people once completed.

12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

Beacon Junior Baseball would continue to maintain the batting cages and pitching area and to promote their use amongst league coaches for both recreation and travel players and teams. Beacon Junior Baseball would also work with the City Rec Department on the potential sponsoring of baseball tournaments on the larger field so as to attract more people to the area and steer them towards local businesses while those players and families are in Beacon.

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: <i>Common Ground Farm</i>	
Address: <i>PO Box 148 Beacon, NY 12508</i>	Email: <i>seember@commongroundfarm.org</i>
Phone: [REDACTED]	EIN/ Tax ID: [REDACTED]
If using, Name of Fiscal Sponsor:	
Address:	Email:
Phone:	EIN/ Tax ID:
Designated contact: <i>Sember Weinman</i>	
Address: <i>PO Box 148 Beacon, NY 12508</i>	Email: <i>seember@commongroundfarm.org</i>
Phone:	Cell: [REDACTED]

Proposal Information

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mprice@cityofbeacon.org

COMMON GROUND

FARM

Getting Fresh Food to Beacon! Community Investment Proposal, City of Beacon 2022

1. Common Ground Farm supports and engages our community by fostering access and connection to fresh food and local agriculture through farming, education, and farmers' markets.
2. Common Ground was founded in 2001 to provide sustainably-grown food to local residents primarily through a CSA (Community Supported Agriculture), on ten acres of DEC land leased from Stony Kill Foundation. In 2012, Common Ground began working with the Beacon City School District (BCSD) to provide Farm to School programming, and began to grow all of its education programs significantly. In 2013 Common Ground shifted its priority to focus more fully on its food access and education based programs and stopped operation of its CSA. This move enabled Common Ground to develop a variety of fresh food distribution strategies to more people in the Beacon community. In 2016, Common Ground took over management of the Beacon Farmers' Market, and in 2017 began management of the Downing Park Farmers' Market in Newburgh. In 2019, the Newburgh Farmers' Market moved to the central and accessible location on Safe Harbors Green in the heart of Newburgh as a multi-vendor 16 week market. Stewarding farmers' markets have become a critical means for food access and a way to support local agriculture beyond our own farm operation. In 2020, Common Ground quickly made many pivots to support our community during the pandemic, including ramping up our donation work, transforming the Beacon Farmers' Market into a preorder system, and creating Farm Camp alternatives when we determined that we would be unable to operate camp. We also formed a working partnership with Mutual Aid Beacon, and officially became Mutual Aid's fiscal sponsor at the start of 2022. In 2021, the Beacon Farmers' Market moved to the DMV for both the summer and winter seasons, allowing us to greatly expand the market year round. We also grew the Newburgh Market to operate year round during the 2021-2022 winter season.
3. Common Ground currently operates three main branches: farm, education, and markets. This structure allows us to provide a multi-faceted approach to food justice, by providing educational and food access support through programming, food donations, and through our markets.

Common Ground's farm programs include weekly food donations that get 10,000 pounds of fresh food to the people who need it most each year, in partnership with community food access groups, including food pantries, soup kitchens, churches, Fareground, and Mutual Aid Beacon. Common Ground also offers a U-Pick garden, where community members sign up for a season of fresh vegetables that they pick from the fields themselves. This year we are piloting a program that provides five free shares to community members who need food access support. In addition, Common Ground offers

Harvest shares to community members before the Thanksgiving Holiday, which include late season vegetables including spinach, kale, sweet potatoes, potatoes, squash, onions, and garlic. 30 shares go directly to Backpack program recipients, who are students identified by school social workers as food insecure.

Common Ground offers a variety of education programs, including a robust Farm to School program that connects farm and food-based education programming with local food procurement and nutritious recipes in the cafeteria. Our Farm to School work includes Chef in the Classroom, field trips, public art workshops, bee workshops, a gardening program at Rombout, and Professional Development programming for food service staff. Common Ground also runs farm-based education programming, including toddler, homeschool, family and adult workshops, and our popular Farm Camp. All tuition-based programs provide full and sliding scale scholarships to ensure that families have access regardless of income. In 2021, Common Ground provided 30 full scholarship slots to 16 children. In addition, Common Ground operates a Backpack program that ensures that the district's most food insecure children have access to high quality food on the weekends.

Common Ground stewards the Beacon and Newburgh Farmers' Markets. In the time that Common Ground has managed the Beacon market, it transformed from a small waterfront market that catered to visitors from NYC to a large 50 + vendor market located at the center of town that offers multiple food benefit programs, supporting local agriculture and food access in our community. Common Ground also runs the Newburgh Farmers' Market, which provides community engagement, food access, and opportunities for a diverse group of local food producers. The Newburgh Market works in partnership with Our Core, and employees teens each week to learn about the market and local agriculture. Together with Our Core, last year the Newburgh Farmers' Market donated 2,300 pounds of fresh vegetables to emergency food assistance programs.

4. Over the years, Common Ground has donated more than 80,000 pounds of fresh, organically grown food to our neighbors who need it most. In 2020, we ramped up our donation program in response to community need caused by the pandemic and donated 14,000 pounds.

Common Ground has provided programming to 30,000 children and adults on the farm and in school classrooms since we began operating educational programs. Farm to School supports programming for all elementary aged children in Beacon, and has grown to support garden-based activities at Rombout Middle School, Professional Development for food service staff, and our own fresh vegetables in the cafeterias.

Since taking on stewardship of the Beacon Farmers' Market, the market has grown significantly, supporting more than 50 local producers in our community. Over \$17,000 in Greens4Greens coupons have been redeemed at our markets, doubling the purchasing power of many people who use benefits.

5. Getting Fresh Food to Beacon! Common Ground is in need of several items that will enable us to more efficiently transport fresh vegetables to Beacon, including a trailer, insulation for the trailer, and a truck bed cover. We will use these items to transport fresh vegetables from the farm to the Beacon Farmers' Market every week from May until November, and keep our product sufficiently cool to donate whatever we do not sell each week. In addition, we work with Mutual Aid Beacon to make deliveries of fresh produce to homebound community members each week. Mutual Aid Beacon has identified a need for a set of bins and a hand cart to transport vegetables to community members during the growing season.
6. The purpose of this project is to ensure that Common Ground's farmers have a safe, efficient, and adequate method for transporting fresh vegetables from the farm to the market, and to various sites within the Beacon community. In 2018, Common Ground renovated a 2002 Postal Truck to transport our products to the Beacon Farmers' Market. Unfortunately, during the 2021 season, the vehicle became unsafe to operate due to multiple mechanical problems, including the brakes failing and the turbo no longer working. Despite working with multiple mechanics and paying for several costly repairs, we have been unable to repair the vehicle to a state where it is safe to drive. Common Ground staff and board weighed all the options, and at this time we think that our best, most economical solution would be to invest in a trailer that we can hitch to our pickup truck, which has worked for us reliably since we purchased it in 2016. In addition to purchasing a trailer, we will insulate it so that fresh produce can be kept cold. This solution also requires the purchase of a truck bed cover, so that we can use the vehicle's bed regardless of the weather. In addition, Mutual Aid Beacon's work in distributing food has become an essential support system for Common Ground. To assist them in their food distribution work, we are also requesting a sturdy cart and 6 vegetable bins. These items will help us to get fresh food to people in our community who need it most.

Key outcomes:

- a. Common Ground will have safe and reliable transportation to participate as a vendor at the Beacon Farmers' Market. This serves our food access mission because Common Ground fully participates in all of the Beacon Farmers' Market's food access programs, including the end of market donation program, Greens4Greens, SNAP, FMNP, and WIC. In addition, Common Ground works in partnership with Lindley Todd to provide all residents at their property with free \$250 market cards to use at the Common Ground stand at the market.
 - b. Common Ground will be able to more fully utilize and integrate its existing assets, rather than making a really large investment in a new vehicle.
 - c. Common Ground and Mutual Aid Beacon will be more fully integrated in our combined efforts to feed and support the Beacon community.
7. Getting Fresh Food to Beacon supports the work of both Common Ground farm crew and Mutual Aid volunteers, in addition to supporting people who use benefits at the market, residents at Lindley Todd, families who rely on the Wednesday free food

distribution, families that use the items available at the Mutual Aid Beacon tiny fridges, and people who depend on Mutual Aid grocery deliveries.

8. We are requesting \$5,626 to complete this project.
9. Funding will be used to purchase the following items:
 - a. One 5'x8' trailer at \$3,900
 - b. Materials to insulate the trailer \$1000
 - c. A truck bed cover at \$400
 - d. A sturdy cart for transporting food \$200
 - e. Vegetable bins 6 x \$21 = \$126
10. We plan to purchase all materials requested upon confirmation of funding. We will work to insulate the trailer as soon as it is purchased so that it is ready to be used ahead of the summer market in May of 2022. We will continue to use all purchased materials throughout the 2022 growing season and beyond.
11. Common Ground is partnering with Mutual Aid Beacon. Their role is to distribute fresh food from the farm to people in the community who need it, through their tiny fridges, their food distributions, and their food deliveries. Common Ground is currently serving as Mutual Aid Beacon's fiscal sponsor for food access and educational programs. Common Ground is also partnering with Lindley Todd to provide free market cards to all of their residents. Lindley Todd is covering the cost of any purchases made by residents when they use their market cards at the Common Ground stand.
12. Because we are purchasing equipment and supplies that will last for a long time, we anticipate that this particular project will be self-sustaining upon purchase of items listed. However, we recognize that sustainability is a complex project among nonprofits. Common Ground has remained resilient for 20 years because we operate multiple programs that run on a variety of revenue streams. When we lose one funding source, we work hard to strengthen our other programs. For example, in 2020, we were unable to operate Farm Camp, so we sought additional grant funds and strengthened our farm-based programs. We also recognize that fundraising, both from individuals and from grants, are part of our essential practice as a nonprofit. We understand that funding sources change, and if one funder is no longer able to support us, we will seek additional support from new foundations and partners.

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: <i>Fareground</i>	
Address: <i>PO Box 615, Beacon, NY (mailing)</i>	Email: <i>jamie@fareground.org</i>
Phone: [REDACTED]	EIN/ Tax ID: [REDACTED]
If using, Name of Fiscal Sponsor:	
Address:	Email:
Phone:	EIN/ Tax ID:
Designated contact: <i>Jamie Levato</i>	
Address: [REDACTED]	Email: <i>jamie@fareground.org</i>
Phone: [REDACTED]	Cell: [REDACTED]

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mprice@cityofbeacon.org



PO Box 615, Beacon, NY | [REDACTED] | Jamie@fareground.org

Mission Statement

Fareground, Inc., a charitable 501(c)(3) is a food justice, anti-hunger organization, dedicated to nourishing the community by operating free marketplaces, community fridges, tiny food pantries, and other programs to distribute fresh and prepared foods. Fareground aims to collaborate to serve the community in a variety of ways to create *fair ground*. With a focus on healthy food and accessibility for all, Fareground promotes the necessary changes to build local food security.

Fareground strives to:

- Provide local, organic food whenever possible. We work with local farms and organizations to secure donations or affordable food.
- Honor our community and all of its members, regardless of sexual orientation, gender, gender identity, race, ethnicity, religious beliefs, political beliefs, education levels, or socioeconomic class. We value inclusivity and equity.
- Meet the needs of our community through collaborative partnerships (i.e. coat drives, food drives, first responders to crises, social services, etc.).
- Eliminate hunger by creating a bridge between communities and addressing poverty and sustainability. We are continuously examining privilege and disparities and disrupt these whenever possible.
- Be as ecologically sound as possible and maintain the utmost respect for our environment. We recycle, compost, and avoid disposables whenever possible to prevent waste.

Organization History

Origins

In 2012, a group of residents began meeting to discuss their shared concern about food justice and food insecurity in the Hudson Valley. Their concern led to the creation of Fareground, a food justice organization in Beacon, NY. The goal was to bridge the unnecessary gaps that exist in our communities by providing delicious and nutritious food. Early on, Fareground began hosting 'Pay What You Can' Pop-Up Dinners and building Tiny Food Pantries to place around Beacon in collaboration with several wonderful organizations. Fareground's TFPs offer non-perishable foods, toiletries, and baby care items. These pantries are accessible 24/7 and are for anyone to 'Take what they need and leave what they can.' Fareground sustains the pantries with contributions from businesses, other nonprofits, and individuals alike.

Impact of COVID-19

While Fareground started with a focus on pop-up community meals, once the COVID-19 pandemic hit our community, we launched meal and grocery distributions in partnership with schools and other organizations. These distributions have morphed into our Free Marketplace program.

The COVID-19 pandemic led to a marked increase in demand for our services. It brought into sharp focus the disparities in our community, including those of food access and security. There were immense changes in employment, income, childcare, education, and community resources. In particular the drastic rise in job losses with over 17 million Americans having filed for unemployment between March and August 2020 (Baek, McCrory, Messer, & Mui, 2020) resulted in millions more Americans experienced food insecurity over the past two years (Laborde, Martin, & Vos, 2020). This increase impacted the health and nutrition of adults and children nationwide as well as locally, particularly vulnerable populations who are already at greatest risk for a variety of health and mental health challenges (Dunn, Kenney, Fleischhacker, & Bleich, 2020). Data have shown increased stress, depression, and food insecurity during COVID-19 (Panchal et al., 2020) and our experiences in Beacon and beyond bear this out. Based on all of this data and what we saw in our community, we collaborated with numerous partners to increase access to healthy food during the pandemic. We worked with local school districts, The Food Bank of the Hudson Valley, and many others to provide meals and groceries for hundreds of households and thousands of individuals throughout the height of the pandemic. Our Free Marketplaces, Tiny Food Pantries, Community Fridges, and Holiday Meal Kits, helped to bridge the meal gap for households during that period.

Commitment to Racial Justice

Fareground is committed to developing sustained anti-racist practices and alliances as we work to increase food access in the Mid-Hudson Valley. We see this work as an on-going process of self-reflection, community building, and accountability with the communities with whom we work. We understand that we are working within a food system structured by racism at every level. From the fields and the factories to the grocery stores and the kitchen cupboards, racism shapes who has access to food, land, markets, and leadership positions. As a historically white-led organization, we recognize that we have a long way to go to address these issues within our own organization and in our community work.

Following the lead of Beacon 4 Black Lives, a BIPOC-led anti-racist organization working in Beacon, we understand that real community safety means all people having their basic needs for food, shelter, recreation, health, and community met. We have collaborated with them to build and sustain a community fridge in Beacon. We have also worked in collaboration to advocate for a shift in municipal funding from policing to community needs, including funding for food security efforts in Beacon. We see our part of this work as showing up and supporting the efforts of anti-racist and social justice organizing in our community. In addition, we strive to ground our operations, decisions, and practices in racial justice. We continuously utilize anti-racist and anti-oppressive principles of transparency, collaboration, both/and thinking, and abundance. Anti-oppressive principles aim to decrease oppressive practices and recognize power imbalances within nonprofits and

communities. We see ourselves as partners in this long-term, work to transform our food system from one rooted in exclusion, scarcity, and discrimination, to one of abundance, belonging, and community for all people.

Programs

Fareground has three major areas of work:

- Free Marketplaces
- Healthy Snacks for Youth (launching in April 2022)
- Tiny Food Pantries and Community Fridges

At our **Free Marketplaces**, we offer an enhanced mobile food pantry experience where we bring a range of pantry staples, refrigerated, and frozen foods, including locally-grown items. Our weekly community-based distributions of healthy foods operate using a choice model so participants can select the foods that appeal to them and their families. We bring this mobile pantry to housing and accessible community sites in Beacon, Newburgh, Wappingers, and Fishkill. This makes it possible for folks who have limited access to transportation able to access the food we provide because we bring it to right where they live.

Healthy Snacks for Youth is a new program component that we are building because of the need for more nourishing food for youth that they can access themselves whether after school, during the weekends, or in the summer. We will provide after school and summer snacks for youth including easy-to-eat kid-friendly items like fruit, yogurt, sandwiches, cheese, carrots, celery, cherry tomatoes, hard boiled eggs, granola bars, etc.

Fareground currently operates eight **Tiny Food Pantries** and two **Community Fridges** in collaboration with other organizations and businesses which enable us to provide healthy food to community members who are not able to make it to the Free Marketplaces. We add food several times per week, keep them clean, and encourage other community members to also add food. We are working to establish new Tiny Food Pantries and Community Fridges in partnership with other community groups.

Along with the food, we also provide toiletries, baby care items, and information about other resources (SNAP, HEAP, nutrition, housing, mental health, etc.).

Key Accomplishments

In 2020 and 2021, we provided over 300 holiday and summer BBQ kits per year and distributed meals and groceries to hundreds of households on a weekly basis through Free Marketplaces, collaborations with local school districts, and via home delivery.

In December 2021, we hired our first executive director who is currently at the helm of the organization and directing its operations.

Since Jan 1, 2022, Fareground has provided nourishing food at Free Marketplaces for over 500 households made up of more than 1,600 individuals, including 457 youth and 236 seniors.

Fareground has implemented best practices that align closely with "Improving Health while Alleviating Hunger: Best Practices of a Successful Hunger Relief Organization" (2018):

- Removing stigma and empowering participants by providing a selection of appealing food options to choose from known as "client-choice"
- Encouraging healthy eating by offering more nutrient-dense options and fewer high sugar, high sodium, and highly processed options; promoting healthier foods that are offered through prominent placement; and providing healthy foods geared toward children
- Embracing multiculturalism by offering nutritious foods that are familiar and appealing to people with a diversity of cultural backgrounds
- Developing donation policies for healthy food drives and requesting specific healthier foods when donations are offered
- Developing a "client-first" organizational culture that prioritizes a dignified and respectful experience for all participants

Grant Proposal

Funding from the Beacon City grant program will strengthen Fareground's capacity to provide nourishing food for residents experiencing food insecurity. It would enable the organization to maintain the Free Marketplace, Community Fridge, and Tiny Food Pantry programs with enhanced offerings including nutritious locally-grown offerings. In addition, it would enable Fareground to maintain the newly launched the Healthy Snacks for Youth program that will support families with children in accessing nourishing foods that kids can eat without preparation. We know that households with youth and those with seniors are often struggling the most to get by. Our programs, while open to all, specifically connect with and support the needs of youth and seniors.

So many people have needed food support during the past couple of years, and while we have heard from a few families that they no longer need our support, each week we are meeting new households needing food (sometimes as many as 30 per week). This need is compounded by the fact that resources that had been supporting the work of getting healthy food out to our neighbors are drying up. Therefore, we have increased the number of people and households we are providing food for. We are currently focused on increasing our capacity to pick up donated food, purchase food, as well as store and distribute the food we have obtained. One recent development is that we have become members of the Food Bank of the Hudson Valley. Our membership with the Food Bank enables us to leverage our food dollars much further as most items are available for the \$0.16 per pound service fee.

Purpose and Key Outcomes

Our purpose is to provide nourishing food to community members who need it in a dignified and respectful manner. The important outcomes of this work include the following:

- Increased food security for Beacon residents
- Increased sense of community due to neighbors supporting each other through Fareground

All of our work is grounded in community, justice, and sustainability.

Communities Served

We have two primary audiences for our work, 1. those who are connected with us because they live at subsidized apartment complexes; and 2. those who the local schools have connected with us. The apartment complexes include both mixed housing and senior-specific housing, but all residents who qualify for the housing complexes have limited income and have limited access to sufficient nourishing food. The local school districts share our information with families who have been identified by the school districts as needing additional food. Thus we are serving a high proportion of both seniors and families with children. We have also heard from a number of families that members of their households have disabilities. Many of the people we serve do not have vehicles and many also are living on fixed incomes. On a monthly basis, we are serving approximately 400 households (1,280 individuals). Every week, we see some of the same people and we also meet new neighbors who are seeking food from us for the first time. While we serve residents in Beacon, Wappingers, Fishkill, and Newburgh, this grant request is specifically for our food access work in Beacon.

According to Feeding America, approximately 9% of Dutchess County residents are food insecure which means that they do not have consistent access to a healthy balanced diet for an active lifestyle. It is defined by the federal government as “limited or uncertain availability of nutritionally adequate and safe foods or limited or uncertain ability to acquire food in socially acceptable ways.” While more than half of food insecure residents in our region are eligible for SNAP benefits, SNAP does not provide sufficient food for an entire month. In addition, the remaining portion of individuals are not eligible for SNAP and yet are food insecure. As we know from decades of research, food insecurity is higher in lower income neighborhoods and in areas where residents have limited access to transportation. This is why Fareground focuses its work at subsidized housing complexes, bringing the food to where people live.

Our program participants' household situations are currently still being impacted by pandemic related issues including job losses, long COVID, healthcare bills, housing insecurity, caring for ill family members, mental health concerns, interrupted schooling, inadequate childcare, and the loss of loved ones. Unfortunately, we anticipate these challenges continuing through the next year, if not longer.

Communication with Communities Served

We make sure local residents know about our offerings in a few ways. 1. We have an active social media presence and share weekly fliers there and ask our followers to share widely. 2. We have a texting service that shares the

information with any local resident who has shared their phone number for this purpose. We have over 300 participant households subscribed already. We ask folks who receive the text messages to share with their networks. 3. We post fliers around the neighborhoods where the food is available. We also share fliers with housing authorities, other nonprofits, and schools so that this information reaches those who need it most.

We are developing a survey to learn more about what folks would like to see at Free Marketplaces, Tiny Food Pantries, and Community Fridges. We want to make sure that the food we are offering is what our neighbors want to be eating. We operate the Free Marketplaces in a way that is welcoming and friendly so that residents feel good about accessing the food offered. We provide a “market-style” experience (even though everything is free) so that people can select what they would like to take. We also offer non-food items including toiletries, personal care items, hand sanitizer, masks, baby care items, and winter hats.

Funding Request

Fareground requests a grant of \$10,000 to strengthen and enhance its food access activities in Beacon. We have secured \$21,000 for our Beacon work for the remainder of this year. We have two additional grants pending: \$20,000 and \$3,000. Together, these funds will enable us to expand our work to meet the growing need for food. The funds will cover staffing for planning, coordination, and management of the Free Marketplaces and Healthy Snacks for Youth programs, mileage for picking up food from the Food Bank of the Hudson Valley and food donors, distribution supplies, printing and educational materials that are aligned with the food offerings, outreach costs including our expanding texting service that enables us to reach local residents who benefit from the Free Marketplaces, and increased refrigeration so we can accept more perishable foods to share with our neighbors. We are launching the Healthy Snacks for Youth program in April and will operate it as funding allows. Any funds provided by the City of Beacon will support our goals of more effectively providing nourishing food for the Beacon community.

Timeline

May 1, 2022 - Dec. 31, 2022

- Free Marketplaces operate on a weekly basis year-round.
- Healthy Snacks for Youth will start in April and continue at least through August, pending sufficient funding.
- Tiny Food Pantries and Community Fridges operate on an ongoing basis and are available 24/7 for people to take advantage of. Three new Tiny Food Pantries are projected to open in summer 2022.
- Monitoring and evaluation of all programs is ongoing.

Partners

We are partnering with the Food Bank of the Hudson Valley, Cornell Cooperative Extension of Orange County (Nourish NY Program), and various local businesses and farms to obtain food. In addition, we partner with local housing authorities in Beacon and Wappingers, a few churches, and community groups including Beacon 4

Black Lives and Mutual Aid Beacon to get the food out to our neighbors. We also partner with other nonprofits including Cornell Cooperative Extension of Dutchess County (SNAP -ED program), NY Hope, and Hudson River Housing to provide helpful information about available resources regarding nutrition, mental health, housing, and more.

Plan for Sustainability

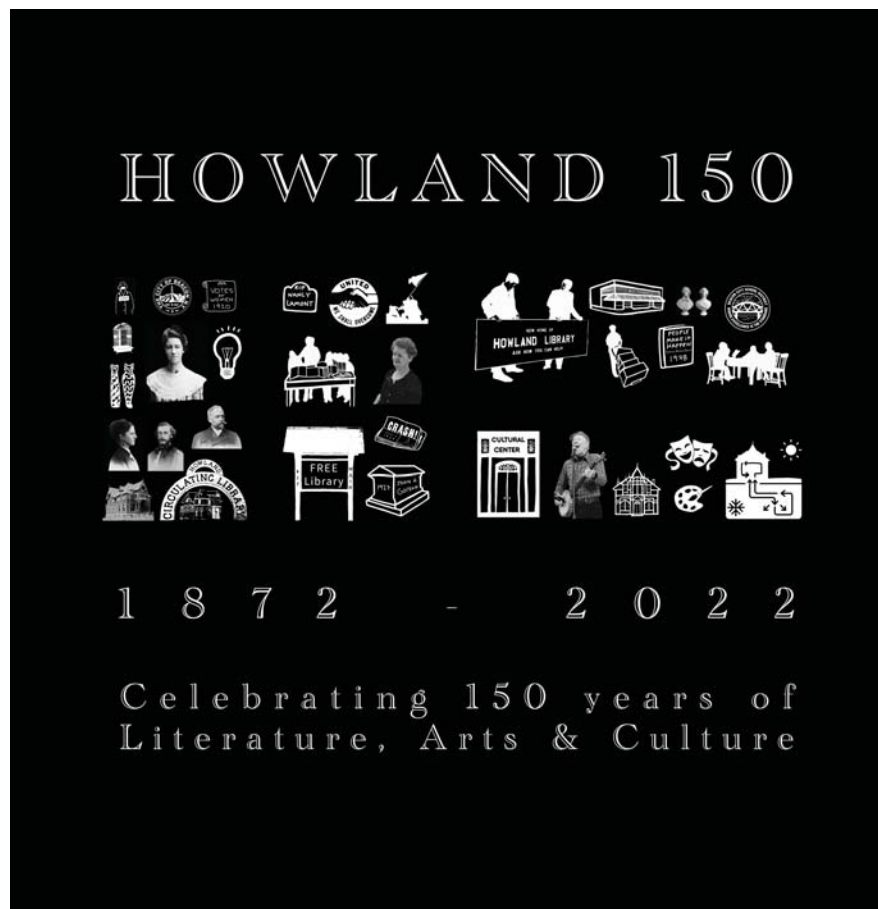
We have three funding streams that support our work. 1. Individual giving; 2. Grants, 3. In-kind contributions. We continue to solicit donations, apply for grants, and seek donated products and services and every little bit makes it possible for us to continue or expand our work. Right now, we are seeing emergency funding for food security and pandemic relief disappear while the need remains and our service numbers continue to increase. As we increase our capacity to operate, we also increase our capacity to raise the funds needed to support those operations.

City of Beacon Community Funding Program

Howland Cultural Center in partnership with
the Howland Library and Beacon Historical Society

Request Funding for "Howland 150"
an exhibition celebrating the 150th anniversary
of the opening our the Howland Library.

April 1, 2022



2022 Community Funding Application City of Beacon Proposal # 2022-003

Howland Cultural Center

477 Main Street, Beacon, NY 12508

(845) 831-4988

<http://www.howlandculturalcenter.org>

EIN/TAX ID #

Designated contact #1:

Craig Wolf, President, Howland Cultural Center

Designated contact #2:

Donna Mikkelsen

Howland Cultural Center: Organization Mission Statement

The mission of The Howland Cultural Center is:

- To protect and preserve this historic building, designed by Richard Morris Hunt and commissioned by his brother-in-law, Civil War General Joseph Howland in 1872, and placed on the National Register of Historic Places in 1972
- To maintain a cultural center for the community which promotes the arts and to encourage people to include the arts in their lives
- To serve the community by welcoming groups to use the Center for their special events, i.e.: meetings, recitals, fundraisers, ceremonies, workshops, parties and more.

About Our Organization

The Howland has produced programs in the building since 1979 after acquiring it from the Howland Public Library upon the library's move. We have rehabilitated, restored or adapted the building to highlight it as a work of historical architectural art in its own right. We have been a continuing force in the Beacon arts scene for more than 40 years and in recent times have found increasing opportunities, interest and activity. Much of this stems from Beacon's general revival and recognition as a tourist draw.

Current Programs and Activities

Our next art exhibit opens April 16: "Farm to Table: The Bounty of Beacon and Beyond" with food as the theme. We have six exhibits lined up for the rest of the year. We have booked 45 events for the year, including music, storytelling, literature, theater and dance as well as some rentals for private events.

Top accomplishments in the last three years:

Perhaps most topically, we have survived Covid's two years of negative impact and we remain viable and active. We were forced to close for a while in March 2020 but quickly pivoted and resumed gallery operations under the state's 2020 covid mask mandate. We also did live streaming to broadcast performances and purchased equipment using funds raised from our Board of Directors. Musicians also sought us out for recording sessions, which meant developing a new line of business that helps to tide us over through Covid.

In 2019, we restored the original wood floor in the main room, repairing damage and refinishing it. We also rehabilitated and updated our geothermal heating-cooling

system and installed new gas-fired high-efficiency furnaces to handle the main floor. This year we completed a freshening of the main room by repairing plaster, repainting from top to bottom and installing a professional gallery hanging system. We also repaired and repainted the hallways, and earlier, one of our front rooms.

We have reinvigorated our programming by adding comedy events to our mix and by bringing in new theatrical offerings. We have undertaken this Howland 150 project that is, for us, special because it is a way in which we use art to illuminate the history of this building's service to our community.

A Brief Description of Proposal

HOWLAND 150: Celebrating 150 Years of Literacy, Arts and Culture

The “Howland 150” exhibition aims to serve the critical community need of coming together to celebrate and support one of our most vital public institutions, our Public Library.

The Howland Cultural Center, the Howland Public Library, the Beacon Historical Society, local historians, visual and performing artists are collaborating to celebrate this important community milestone - the 150th anniversary of our Library. This citywide exhibition is free to the public and will take place in three locations, the Library, Cultural Center and Historical Society from August 5th to September 25th 2022.

COMMUNITY PARTNERS:

The Howland Cultural Center will present a visual arts exhibit featuring two local artists, artist talks and performances and will also host lectures presented by the Beacon Historical Society.

The Howland Library will exhibit a curated selection of memories from its collection of “Keeping the Books: Highlights from Librarian’s Scrap Books” dating back to the 1920’s! The Library is also collaborating with I AM BEACON to host a podcast created by Beacon youth who will interview and collect local stories about the Library from longtime Beacon residents.

The Historical Society will create a Howland 150 exhibit from its collection of archives and will present two events at the Howland Cultural Center, “The Eliza Howland Lecture” and “Richard Morris Hunt in Beacon: The Howland Commissions”.

All three organizations will represent in the Spirit of Beacon Day. We already have plans in the works for a fun library-related flashmob!

After two years of COVID restrictions and social isolation, what better reason to come together and support our public institutions that serve everyone in the community? With your support, the Howland 150 will demonstrate what we can accomplish through collaboration, we will tell stories from multiple perspectives that represent Beacon’s diverse community, and bring awareness towards three vital community resources, our library, our cultural arts center and our historical society.

Outcomes

The Howland 150 exhibition will accomplish multiple goals:

1. Create a collaborative working relationship between three vital public institutions, the Howland Library, the Howland Cultural Center and the Beacon Historical Society. All three organizations are public institutions that serve everyone in the community.
2. We have an opportunity to celebrate a milestone that can bring people together around something positive and culturally significant through literacy, arts and culture.
3. Through the exhibition, we are putting together a comprehensive look at 150 years of Beacon History through the story of the library. Through local archives we have been able to uncover some unsung heroes and unheard voices from the community that give context to the shaping of the library.
4. Beyond the exhibit, the information will become part of our local story and made accessible to educators and students in both digital and physical form.

Timeline

April: Continue collaborative planning sessions, finalize advertising designs, secure dates for all public programming

May - June: Printing advertising materials, launch social media campaign

July: Print Exhibition Material (Hang exhibits Aug. 1-4)

August 5 - September 25th: Exhibits Open and Programming begins

SAMPLE OF PROGRAMMING (in progress)

Name of Program	Organization	Presenter
Anniversary Celebration August 5th	HCC-HPL-BHS etc	All 3 organizations
Keeping the Books: Highlights from Librarian Scrapbooks	HPL	Michelle Rivas
Howland 150 Exhibition	HCC	Curator, Donna Mikkelsen
Howland Exhibition Historical Society	BHS	BHS
The Eliza Howland Lecture	BHS	Emily Murnane
Birthday Party Storytime & TShirt Giveaway	HPL	Stephanie Montesanto
Unbound: Artist Transformed Books Art Exhibit	HPL	Michelle Rivas, Juror Thersa Gooby
Make your own catalog card	HPL	Alison Herrero
Studio visit for Teens	HPL	Beacon Tintype
Youth Podcast Interviews	HPL	Brandon Lillard
AIA chapter event, CEU	HCC	J.C. Calderon, et al.
150 performance event TBA	HCC	Curator, Donna Mikkelsen
150 Artist Talk	HCC	Artist Donna Mikkelsen
150 Artist Talk	HCC	Artist Jean Marc Superville Sovak
150 performance event TBA	HCC	Curator, Donna Mikkelsen
Richard Morris Hunt in Beacon: The Howland Commissions	BHS	Steven Baltsas

Funding Request

We are seeking funding in the amount of \$6835

These funds will be used for:

1. Printing costs for both the Library and Howland Cultural Center exhibits. The Historical Society will be using resources from their collection and will not require funding for their exhibit.
2. Promotional materials that will advertise all three exhibitions through postcards, pole banners and bus shelter art.

Budget

Exhibition Printing Costs:		lesser quality
42 prints semi matte paper 30x40"	\$3,750	(\$1,890)
2 prints semi matte paper 48x 60"	\$600	(\$300)
25 prints 9x12"	\$250	
Mounting	\$1,230	
Promotional Materials:		
Post cards (500)	\$225	
Banners for Spirit of Beacon Day	\$130	
Vinyl for Bus Shelter Art (1 bus shelter)	\$600	(vista print)
Pole Banners (10)	\$650	(vista print)
TOTAL REQUEST	\$6835	

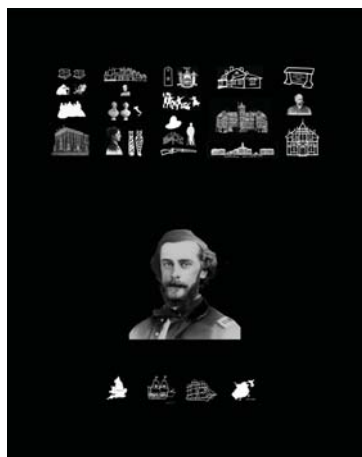
See estimate provided by local business owner Rob Penner of Beacon Fine Art Printing (attached)

Additional Funding Sources:

We have submitted a \$5,000 grant request with Arts Mid Hudson \$4,000 to fund our visual and performing artists fees and \$1,000 for materials. If we get the grant, we will likely be rewarded half of the amount.

If we do not receive the Community Funds from the City of Beacon, we anticipate reducing the quality of the printed matter and finding alternative mounting materials. In addition, we will seek donations through crowdfunding and a digital and physical donation jar.

MORE ABOUT THE EXHIBITION at The Howland Cultural Center:



"Joseph Howland" pictograph, Donna Mikkelsen, 2022

Howland 150 is a collaborative citywide celebration of the 150th anniversary of the opening of our most vital public institutions, our Library. This project was initiated by local artist Donna Mikkelsen who approached the Board of the Howland Cultural Center (HCC) and proposed the concept, now a collaboration with local artists, the Howland Public Library & the Beacon Historical Society. This multimedia arts exhibition will take place at the HCC, home of the original library. It celebrates community achievements, examines hardships, and explores untold stories from diverse perspectives. Using art, illustration, and photography, performance and the written word.

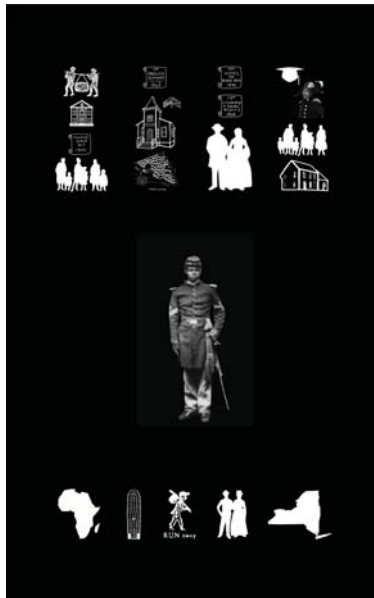
The exhibit will highlight four pivotal moments in the library's history:

1. **1872:** The Howland Circulating Library was built. This part of the exhibit explores both the "glory" of the Gilded Age that birthed this exquisitely designed building and the lesser-known Reconstruction-era equal opportunity struggles happening in the community at the same time.
2. **1929:** The library officially became a Free Library. This factory town was about to face the Great Depression. This part of the exhibit highlights the tenure of librarian Nancy Lamont, a descendant of Irish immigrants, who lived above the library. She served as librarian for over 40 years and through two world wars.
3. **1976:** The library expanded and relocated to a larger space. At the time, local Librarian Patricia Hannah wrote a book "People Make It Happen: The Possibilities of Outreach in Every Phase of Public Library Service". She established outreach and developed the Spanish section in the Library. We will use this opportunity to explore the lesser known movement of the Spanish speaking community in Beacon. The story also diverges here as we celebrate another community achievement, the establishment of the Howland Cultural Arts Center that now occupies the building. HCC has played a pivotal role in establishing the thriving arts community in Beacon today.
4. **Today:** The final piece of the exhibit highlights current events related to literacy, arts and culture in Beacon and looks towards the future role these vital institutions play in the health and well being of our city and its inhabitants

Visual Art Exhibit at HCC

The lower gallery will be a series of 20+ pictographs designed by Donna Mikkelsen. It will be a didactic presentation with each pictograph accompanied by a written narrative. A QR code will lead to a virtual exhibit with citations and resources. The upper gallery will be occupied by local artist Jean-Marc Superville Sovak who will also create artwork representing lesser known community history. Artist Talks will take place on the 3rd Thursday of each month.

Sample mock up of pictograph didactic presentation:



Samuel Plato Jones

Samuel Plato Jones was born in 1844 in New York. His father escaped slavery from the South. (1) His mother Harriet was born in 1819 in New York. He is the youngest of 6. Their first child, Maria, Samuel's eldest sister, was born in 1833 when Harriet was 14 years old, so by the time Samuel was born she was 25 years old and had 6 children.

In 1850 there is no record of his father. That was the same year the Fugitive Slave act was passed. It is unknown whether he died or was captured. Samuel was 5 years old and being raised by a single mother, she was 31 years old. They were living on the lower Westside of Manhattan on the outskirts of the notorious 5 points neighborhood. His mother Harriet could not read, but he attended school with his brother Hester who was 9. There was a "Colored School No. 2" on Thomas street and around the corner on Duane Street there was a "Colored Public Primary School No. 3" and just down the road on Mulberry Street was the first African Free school established in 1794 by the New York Manumission Society. The AME Zion Church was on the corner of Church and Leonard Streets.

In June 1860 at age 15, Samuel was still living in NYC and worked as a "laborer". His older brother James, 24, was a musician. This was an exciting time in music. Their neighborhood was a place where there was a fusion of Irish and African music giving rise to tap dance and sowing the seeds of jazz and rock and roll. His sister Emilie was 22 and Hester was 25, their occupations were not recorded. By August of 1860, Samuel is living in Fishkill Landing with his two brothers and the Scofield family, possibly relatives.

According to the photograph associated with his profile on Ancestry, it looks like he was a soldier during the Civil War. He would have signed up from Matteawan. In 1866 he married Margaret Elizabeth Reynolds. How they met is so far unknown but it can be assumed that it was either through the war, the AME Zion Church, or education that they found each other. In 1870 at age 27, Samuel was a laborer and he owned his home valued at \$1,500. In comparison, the retired white merchant's house was worth \$10,000. He lived with his wife Margaret, 23, his son Theodore, 2 and Elizabeth, a newborn and 13 year old Evelina Scofield also lived with them.

With Samuel's new family growing and his father-in-law a teacher and head of school, and an educated wife, it's not surprising that in 1871 Samuel was part of a group of men petitioning to establish a black college in Poughkeepsie, NY. The name of the college was to be "Toussaint L'Ouverture" after the leader of the Haitian Revolution. A bold choice but the 15th just passed and it was the time to be bold. The petitioners were a board of all black men from the Hudson Valley connected through the network of AME Zion churches. However their enthusiasm was crushed by bureaucracy and lack of funds. They were also up against the debate of whether schools should be segregated or not. Even though the Toussaint College would have been open to whites, the argument for integrated schools won out. (5) However the plight for black education in the Hudson Valley was not being solved. Not only were they being denied the establishment of their own college, poverty and bigotry were still very real obstacles in the way of integrating into white schools. This must have been a frustrating defeat.

Their family continued to grow. His daughter Maud marries Henry King. By 1910 Samuel and Margaret moved their family up to Troy, NY with their 4 sons. They rented a house and Samuel, 67, was a cook at a hotel. Margaret, 66, was a laundress working from home.

Performance: Historical “Vignettes”

A vignette is “a brief, evocative description, account or episode”. The visual and written content of the exhibit informs performers and becomes part of the audience’s experience. Local actors, musicians and dancers, will perform a series of historical vignettes, bringing to life historical moments and the people who made them happen. (These vignettes will also be performed on the “Spirit of Beacon Parade” in September, including a flash mob).

Performing Artists:

Maxx Reed, www.maxxreed.com
CHOREOGRAPHER, FILMMAKER, DANCER &
EDUCATOR
Beacon resident



Gwen Laster & Damon Banks, <https://www.brooklynragamassive.org/events/brm-weekly-gwen-laster-and-damon-banks>
MUSICIANS, COMPOSERS, EDUCATORS
Beacon residents



Jennifer Malenke, jennifermalenke.com
ACTOR/SINGER
Beacon resident



Jeremy Schonfeld, jeremyschonfeld.com
COMPOSER
Beacon resident

Visitor Experience

Its a quiet, library-like atmosphere with art on the walls and information to read. Tables and chairs set up with reading material and blank books with pens for visitors to write in to share a local memory or comment on the exhibit. Gallery Hours are Saturdays and Sundays 12-5pm From August 5th - September 25th. On Second Saturdays during gallery hours visitors could expect to see Historical Vignettes performed spontaneously throughout the



City of Beacon Community Funding Program
23 West Center Street Beacon
NY 12508

Mark Price,

The Howland Public Library is excited to be collaborating with artist and curator Donna Mikkelsen, the Howland Cultural Center, and the Beacon Historical Society to celebrate our 150th anniversary. We've had a few meetings over the past six months to share resources and we are impressed with Donna's pictograph concept as a tool for storytelling, it allows for representation of many diverse perspectives. The Howland Library is happy to be sharing the celebration our 150th anniversary with the Howland Cultural Center. The historic Howland building, that is now the Howland Cultural Center, was the original home of the Howland Library from 1872-1976.

Best,

Michelle Rivas
Outreach Coordinator
Howland Public Library
community@beaconlibrary.org

day with a full ticketed performance both evenings.



BEACON HISTORICAL SOC

61 Leonard Street
PO Box 89

Beacon, NY 12508

President – Diane Lapis
Vice President – Diane Murphy
Secretary – Emily Murnane
Treasurer – Anna Marcus
Trustee – Gary Barrack
Trustee – Vicki Fox
Trustee – Melissa Holland
Trustee – Mark Lucas
Trustee – Connie Perdreau
Trustee – Barbara Sbraccia
Trustee – Denise VanBuren

To: The City of Beacon Community Investment Program
From: Diane Lapis, President
Date: March 31, 2022
Re: Letter of support for Howland 150 exhibit

I am writing a letter of support for the Howland 150th Exhibit at the Howland Cultural Center (HCC) in Beacon NY. The Beacon Historical Society (BHS) is collaborating with the HCC and the Howland Library to celebrate the history and impact of this august institution since 1872. We are working with both institutions to provide historical materials (architectural drawings, letters, photos, postcards, newspaper clippings, books and more. Information gleaned from our collections help to tell the story of the Howlands and their philanthropy to the city of Beacon, the two library buildings (the original structure designed by Richard Morris Hunt and its current iteration, the former Fishman's Department Store.

The pictographic panels that will be designed by artist Donna Mikklesen and on display at the HCC will help to tell the story of the library and cultural center's impact on this city in a unique, interesting, and accessible way. We look forward to aiding on this project as it goes forward and celebrating Howland's 150th!

Diane Lapis

Kelly Ellenwood



March 25, 2022

I am writing to express my support of the **“Howland 150” Celebration and Exhibition**. This collaboration through art, performance, exhibition, education and community between the Howland Cultural Center, the Howland Public Library and the Beacon Historical Society, truly exemplifies the “Spirit of Beacon.” As a community organizer and as an involved parent, I believe that this opportunity to showcase the history of Beacon in service to our community and our schools as we look back on 150 years, is significant. Bringing Beacon’s history alive – and being able to understand and learn about the triumphs as well as the flaws - is essential. Tapping into the talent and energy of our community will make learning for our students exciting and relevant.

As a member of the BeaconArts community, I happen to know that the artists involved with this project are of the highest level. They will be sure that all voices are heard, from the past to the present, and will execute the project in such a way that it will reverberate well into the future.

Thank you for your consideration.

Sincerely,

Kelly Ellenwood

President, Beacon High School PTSO
Secretary, Foundation for Beacon Schools
Ex-Officio, BeaconArts

Estimate from Beacon Fine Printing (cheaper printing costs and mounting expenses are highlighted)



ESTIMATE

Beacon Fine Art Printing, LLC
 71 Maple St
 Studio B2
 Beacon, New York 12508
 United States
 914-522-4736
www.beaconfineartprinting.com

BILL TO
Howland Center

Estimate Number: BFAP_Howland_033
 122

Estimate Date: March 31, 2022

Expires On: March 31, 2022

Grand Total (USD): \$7,775.00

Product	Quantity	Price	Amount
Postcards Single Sided B/W 6" x 8" cards (This will be outsourced) Quantity: 500	1	\$225.00	\$225.00
Giclee Printing Print reproductions of original art at 30" x 40" on Epson Premium Photo Luster Paper Pigment ink 12 Color 30 Black & White	42	\$75.00	\$3,150.00
Giclee Printing Print reproductions of original art at 48" x 60" Epson Premium Photo Luster Paper Pigment ink	2	\$300.00	\$600.00
Poster print Print reproduction of original art on Semi-gloss poster paper. Size: 30" x 40" Solvent ink	42	\$45.00	\$1,890.00
Poster print Print reproduction of original art on Semi-gloss poster paper. Size: 48" x 60" Solvent ink	2	\$150.00	\$300.00
Giclee Printing Print reproductions of original art at 9" x 12" on Epson Premium Photo Luster Paper Pigment ink	25	\$10.00	\$250.00



ESTIMATE

Beacon Fine Art Printing, LLC
71 Maple St
Studio B2
Beacon, New York 12508
United States

914-522-4736
www.beaconfineartprinting.com

Product	Quantity	Price	Amount
Vinyl Banners 2' x 6' vinyl banners for tables	2	\$65.00	\$130.00
Mount Mount 30" x 40" prints on 3/6" Ultraboard	42	\$25.00	\$1,050.00
Mount Mount 48" x 60" prints on 3/6" Ultraboard	2	\$90.00	\$180.00
Subtotal:			\$7,775.00
TE 0%:			\$0.00
Total:			\$7,775.00
Grand Total (USD):			\$7,775.00

Notes / Terms

Limit Of Liability: While we take every precaution for the safekeeping and handling of all print, film, digital file, negative, transparency and artwork, submitting these materials for processing, printing, mounting, laminating, or other handling constitutes an AGREEMENT by you that any damage or loss by our company, subsidiary, or agents due to unpredictable defects in materials, or even though due to the negligence or other fault of our company, subsidiary, or agents, will entitle you only to replacement with a like amount of unexposed film and processing, or, in the case of mounting, another print, when possible, and only when initially produced by us. Except for such replacement, the acceptance by our company, subsidiary, and/or agents of the film, print, slide, negative, transparency or artwork is without other warranty or liability, and recovery for any incidental or consequential damages is excluded. Should any material submitted involve high value the onus is upon the client to appropriately insure it. We will not accept originals without a signed release stating the above.

Approved:

Page 2 of 2 for Estimate #BFAP_Howland_033122

Thank you for your consideration!



Memorandum of Understanding

between the Foundation for Beacon Schools and the Beacon Historical Society
for the City of Beacon Community Investment Initiative RFP, March 2022

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a general working agreement between the Foundation for Beacon Schools, Inc. (FBS) and the Beacon Historical Society (BHS) to coordinate educational activities in support of a pilot project in which Beacon's school students will research and make short films about local history. Working with a range of local organizations, businesses, and resident filmmakers, this pilot project will result in an archive of short films on Beacon history topics that can be enjoyed by the whole community for generations to come.

Background

The Foundation for Beacon Schools, Inc. is applying to the City of Beacon's 2022 Community Investment Initiative to fund this pilot project. Under the proposal, FBS will connect BCSD teaching staff and students participating in the pilot with local history experts at the Beacon Historical Society. The project will fund the learning resources needed for class visits to the Beacon Historical Society, where students and their teacher will learn about research tools and resources available for their project as well as how historical data is preserved. Classes will identify the topic on which they would like to make a film, and select the appropriate research tools and resources to build their documentary. The proposal will also team each class with a Beacon filmmaker who will serve as a mentor / guide to the teacher and students on filmmaking tips and techniques. An IT consultant will help the Foundation for Beacon Schools and the Beacon Historical Society determine the best method for archiving the films produced online, with the possibility for expanding the archive into a searchable database.

Agreement

If awarded funding under this proposal, the Foundation for Beacon Schools will:

- connect participating teachers with a volunteer from the Beacon Historical Society to plan a class visit and select a local history topic from a current list of activities;
- provide funding in the amount of \$500 to BHS for supplies for up to three class visits to the Beacon Historical Society as part of the students' research on Beacon history topics;
- provide funding for a tablet computer with integrated camera and video editing app that can be used by visiting classes to film footage of approved BHS archival material, and then saved on



Date : 4/1/22

To whom it may concern,

This letter is in support of the *Howland 150* anniversary celebration and the cultural and community events and exhibitions which will take place during August and September 2022 and during Spirit of Beacon Day 2022. The Spirit of Beacon Day committee recognizes the Howland's historic, cultural, and educational impact and benefit to our community and will be delighted to highlight the *Howland 150* celebrations during Spirit of Beacon Day.

Sincerely,

A handwritten signature in black ink, appearing to read "Gwenno James".

Gwenno James
Chair / Spirit of Beacon Committee

the cloud. The tablet will remain the property of the Beacon Historical Society after the conclusion of the pilot project.

If awarded funding for this proposal, the Beacon Historical Society will:

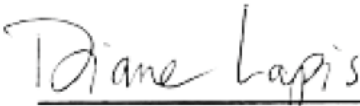
- connect BHS experts on local history with BCSD teachers and students participating in the pilot project to assist with the design and implementation of the research project
- host up to three class visits to the Beacon Historical Society
- prepare a lesson for the visiting classes on how to narrow down a local history topic, how to research the topic, and how historical information is preserved
- provide a review of the students' film projects for historical accuracy and correct attribution of sources, etc.

This MOU represents a non-legally binding expression of hope and intent for the Foundation for Beacon Schools and the Beacon Historical Society to work together to achieve the goals of the proposed project.

Effective Date

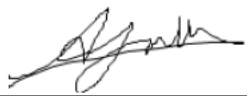
This MOU will become effective upon signature by the President of the Beacon Historical Society and the Board Chair of the Foundation for Beacon Schools, and shall remain in effect until termination ,by either party. Either Party may terminate this MOU upon 90 days written notice to the other party. Its provisions will be reviewed and amended or supplemented as may be mutually agreed upon in writing.

Signed by:



President, Beacon Historical Society

3/23/2022
Date



Board Chair, The Foundation for Beacon Schools, Inc.

3/28/2022
Date

**2022 Community Investment Application
City of Beacon Proposal # 2022-003**



Applicant Information

Name of Organization: <i>I Am Beacon</i>	
Address: <i>PO Box 265, Beacon NY 12508</i>	Email: [REDACTED]
Phone: [REDACTED]	EIN/ Tax ID: [REDACTED]
If using, Name of Fiscal Sponsor: <i>N/A</i>	
Address:	Email:
Phone:	EIN/ Tax ID:
Designated contact: <i>Reuben Simmons</i>	
Address: [REDACTED]	Email: [REDACTED]
Phone: [REDACTED]	Cell: [REDACTED]

Proposal Information

Please return this information sheet with a separate proposal for utilizing the City of Beacon Community Investment Program funds. Please include the following in your proposal;

1. Please provide your organization mission statement.
2. Tell us about the history of your organization.
3. Tell us about your current programs and activities.
4. Please describe a few top accomplishments of your organization within the last three years.
5. Provide a brief description of the proposal.
6. Describe the purpose and key anticipated outcomes.
7. Identify individuals or communities served.
8. Note the amount of funding requested.
9. Provide an overview of how funds will be spent.
10. Identify the proposed proposal timeline.
11. Please list any partners in this proposal, and the partner's role and your relationship with them.
12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

23 West Center Street Beacon, NY 12508 • Phone: (845) 765-8440 • Fax: (845) 765-8439

mprice@cityofbeacon.org

Mark Price
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Beacon, NY 12508
(845) 765-8440
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March 24, 2022

I Am Beacon – RFP for Beacon Community Investment application

1. Our Mission

I Am Beacon is a local grassroots nonprofit organization that serves the Beacon, NY community with programs that support individuals and families alike. Our programs aim to build a stronger, more resilient, and inclusive community—from offering scholarships to high school seniors, hosting community-building events, and creating educational opportunities for students to learn concrete skills from mentors and experts, to providing school supplies to students and holiday meals to families in need. I Am Beacon believes in the power of a collaborative effort to address issues impacting our community.

2. Organization History

In 2011, I Am Beacon Executive Director Reuben Simmons began a campaign to improve relations between city workers and the community which uncovered a greater need to empower citizens to get involved in addressing issues impacting the community. This work has since transformed into what we know today as I Am Beacon.

I Am Beacon organizes efforts focused on youth education, food insecurity, mental health awareness, community building, and more. We have organized 50+ community-wide events, provided 327 turkeys for families in need, distributed 700+ school supply kits, and awarded more than \$27,000 in college scholarships to Beacon youth.

3. Current programs and activities.

I Am Beacon supports the entire community, including residents of all ages, with community-wide events. I Am Beacon also provides youth programming that offers academic enrichment, life skills, and mentorship to young people and young adults in the Beacon community. Our programs include:

- **I Run Beacon**, an annual 5k scholarship fundraiser. To date we've awarded over \$27,000 in scholarship funds to graduating high school seniors.
- **Making A Difference College Scholarship** – an annual scholarship program for Beacon community High School seniors that demonstrate excellence in giving back to others in our community.
- **Back 2 School Block Party**, an annual event designed to support students and families as they prepare for the upcoming school year. Starter kit backpacks are provided and families are encouraged to engage in local groups and activities for a successful school year.

- **Class in a Bag** this program provides local students in need with all supplies necessary for the upcoming school year. This program is funded through supply donations and money raised at the Back 2 School Block Party event.
- **A Turkey on Every Table**, in collaboration with other local organizations, this program provides turkey and fixings for families to have a heartfelt Thanksgiving meal.
- **Rock Out 4 Mental Health**, an event that was created to raise awareness for mental health needs and to promote resources provided throughout the county.
- **Beacon Youth Podcast Program**, a 4-6 week program designed to teach youth how to develop, design, and produce a podcast, providing communication and audio production skills to ages 10-18.
- **Coach Yogi Talks Youth Development Program**, a 4-6 week mentorship program designed for students ages 13-24 to learn, develop, and discuss skill-building for the future, including goal-setting and financial literacy.
- **Youth Arts & Media Projects**, a 4-6 week program designed to teach youth ages 8-16 how to develop and promote digital art, providing design and digital literacy skills.
- **I Got Game - Youth Summer eGaming League**, a 12-week program centered on teamwork and skill-building, where students ages 12-17 enhance skills in communication and strategy through a positive eGaming environment.
- We also record and produce a podcast, ***This Is Beacon***, which serves as a platform for storytelling, sharing experiences, highlighting the impact of community members, and documenting and preserving the unique history of the Beacon community in the face of urban renewal and gentrification.

4. Please describe a few top accomplishments of your organization within the last three years.

Like many organizations, I Am Beacon was affected by the pandemic by the inability to host in-person gatherings and events.

However, despite these challenges and with a commitment to our youth pursuing higher education, we were able to pivot our I Run Beacon 5K to a virtual event to continue our Making A Difference scholarship award. In the last three years, I Am Beacon has awarded \$11,000 to 19 Beacon youth.

In addition, we saw a dramatic increase in demand for youth programs, as parents became more focused on providing activities and enrichment for their children. In response, I Am Beacon has pivoted to begin working to meet that demand.

With schools functioning remotely, our youth programs were affected in two ways: In 2021, we were able to bring back our Back to School Block Party event and saw an increase in participation in the event 2021 vs. 2019; 69% more booth participants from local organizations (representing school, community, youth, and family services) and a significant increase in attendees (as this is not a ticketed event, we cannot provide exact figures but can conservatively state there was an uptick in attendance by more than 20%).

In the spring of 2021, we launched our Youth Podcast Program to teach communication and audio programming skills. We were able to meet virtually and later convert to in-person sessions. In the fall of 2021, we executed 2 pop-up youth events where children of all ages were able to paint a permanent mural and stencil spray paint here in Beacon. We also launched our first youth mentorship workshop in 2021, focused on Goal Setting. Through this 6-week program, students were given tools necessary to explore, identify, and set personal goals while learning fundamental skills in personal management and financial literacy. Through our efforts, we were able to impact 37 children in our community.

As we look ahead, we plan to continue to expand upon youth programming in the Beacon community. Summer 2022, we will launch a Youth In Action - Arts & Media Program designed to mobilize youth in their areas of interest rooted in graphic design.

5. Provide a brief description of the proposal.

Our proposal is for \$10,000 in funding to compensate staffing for our youth enrichment programs, including a Program Director/Main Staffer and Student Support Instructors for each of our courses.

As a grassroots, locally based organization, we respond directly to the demonstrated needs of our community members. I Am Beacon is currently fully run by volunteers, and all our programs are offered at no cost to the public. In order to move toward a more sustainable model for our teachers and mentors who lead our youth programs, and incentivize youth from the community to engage as teachers, we seek funding to make these paid positions.

Our enrichment programs respond to a demonstrated need for youth support in the community of Beacon, NY, and are designed to provide mentorship, educational opportunities, school supplies, scholarships, holistic support, and address the needs of young people in our community.

This funding would allow I Am Beacon to cover full staffing costs – including a Program Director/Main Staffer (at \$2,755 per session) and student Support Instructors (at \$350 per session), who will be hired from within the community – for 3 sessions of our youth programs in 2022.

In a typical year, I Am Beacon youth programs and events reach at least 200 young people. Our youth events (The Back 2 School Block Party, and Class in a Bag) typically reach well over 150 students each year. Our 5 youth enrichment programs (The Youth Podcast Program, Coach Yogi Talks Youth Development, Youth & Arts Media Projects, and I Got Game) run after school and during the summer months and serve an average of 12 students per program session.

6. Describe the purpose and key anticipated outcomes.

Creating paid staff positions for our youth programs will have a significant impact on the sustainability and growth of the enrichment resources I Am Beacon is able to provide to local youth. We will be able to attract and retain qualified mentors and teachers and offer a greater

number of programs each year—directly impacting the youth in the Beacon community and providing greater access to our free resources.

Additional outcomes for I Am Beacon’s youth programming include:

- Nourishing a network of Beacon community members—including leveraging the skilled community members around us, and creating a pipeline to teaching and community engagement for young people
- Fostering positive connections within the community
- Broadening our reach: the students who participate in our youth programming carry forward their experience, inviting others to participate in our skill-building opportunities.

7. Identify individuals or communities served.

I Am Beacon serves everyone in the Beacon community. We are volunteer run and do not currently require families and students to verify their income level; we offer our support and resources to all individuals and families. Families and individuals self-select to participate in our programs that offer support with food, school supplies, and educational resources. Anecdotally, we are able to estimate that at least 70% of the students and families we serve are low- to middle-income. While we do not currently monitor the number of students who qualify for free and reduced lunches who benefit from our youth programs, we plan to begin collecting this data in the future. Funding for this project will allow us to better serve low- and moderate-income youth and families, as well as expand our broader efforts which would attract those households.

8. Note the amount of funding requested.

\$10,000

9. Provide an overview of how funds will be spent.

A Beacon Community Funding grant in the amount of \$10,000 would be distributed as follows:

- \$8,265 toward Program Director/Main Staff (at \$2,755 per session for 3 sessions, including payroll costs)
- \$1,050 toward Student Support Staff for sessions of youth programming (at \$350/session for 3 sessions, including payroll costs)
- \$685 toward participant giveaways, granted throughout the year, to students who attend our programs. These giveaways are designed to encourage commitment to attendance and successful completion of the program.

If we were granted a portion of the requested funding, we would allocate funding toward individual sessions of our youth programming. For example, a grant of \$3,105 would support Main and Student Support staff positions for one session of the Youth Arts & Media program.

I Am Beacon was awarded a Dutchess County Learn Play Create grant that is supporting the purchase of equipment and technology for our youth programs. Additionally, I Am Beacon

receives financial and in-kind support from individuals and organizational sponsors. We have applied for funding for our youth programs from the United Way Dutchess-Orange Region.

10. Identify the proposed proposal timeline.

Our programs run year-round, and funding would support staffing for our upcoming youth programs, beginning June 2022 and running through June 2023.

Typically the Beacon Youth Podcast program, Coach Yogi Talks Youth Development Program, and Youth Arts & Media Projects run in the Spring and Fall of each year. The Annual Making a Difference College Scholarship is announced in June, and the I Got Game eGaming league runs in the summer from June through August.

11. Please list any partners in this proposal, and the partner's role and your relationship with them.

N/A

12. Please describe your plan for sustainability of the project or initiative after the grant award has been exhausted.

I Am Beacon is currently seeking broad funding to support our new proposed space and staffing. We are fortunate to have a robust community of volunteers and receive in-kind support from local businesses and organizations who recognize the value of our work. Currently, we are entirely volunteer-run, and have not previously relied on grant funding. As we grow our programs and expand what we can offer to the community, we are looking to shift to a sustainable financial model that includes increased revenue from grants, sponsors, and philanthropic funders that will support the growth of our enrichment programs, enable us to run youth programs more frequently, allow us to pay our teachers and mentors, and increase the impact of our work in the Beacon community.