



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

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

**May 31, 2022
7:00 PM
City Council Agenda**

Roll Call

[Notice of Meeting Location - May 31, 2022](#)

Workshop Agenda Items

1. [Appointing Daniel Fennell to the Position of Motor Equipment Operator](#)
2. [Ratifying Zachary Monroe to the City of Beacon Fire Department](#)
3. [Presentation of the 2023-2027 Capital Program](#)
4. [Discussion Regarding a Proposed Local Law to Amend Chapter 219, Article IV and Article X of the Code of the City of Beacon, Concerning Water Services](#)
5. [Discussion Regarding a Proposed Local Law to Allow Members of the City Council of the City of Beacon to Participate in meetings via Videoconferencing](#)
6. [Discussion of Stellar Kids, LLC and My Four Daughters Realty Corp. 2021 Tax Certiorari Settlements](#)
7. [Authorizing the City Administrator to Execute an Agreement with the County of Dutchess for Reimbursement for Short Term Rental Monitoring](#)

City of Beacon City Council Agenda
05/31/2022

Title:

Notice of Meeting Location - May 31, 2022

ATTACHMENTS

[Notice of Meeting Location - May 31, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Workshop of May 31, 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 May 31, 2022 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
05/31/2022

Title:

Appointing Daniel Fennell to the Position of Motor Equipment Operator

ATTACHMENTS

[Daniel Fennell Resume](#)

[Superintendent of Streets Memorandum for the Appointment of Daniel Fennell](#)

Daniel Fennell



**WORK
EXPERIENCE**

New York Department of Transportation
Highway Maintenance Worker/Driver
Holmes, NY
April 2016- Present

General Labor, operating various equipment, road cleanup, general shop duties, drive trucks/plow trucks, winter clean up.

Techtron Environmental
Driver/Laborer
Fishkill, NY
April 2015-April 2016

Drove a vacuum truck, cleanup/remove hazardous waste, industrial maintenance on tanks, pipes, and general labor.

D&C Construction
Driver/Laborer
Dover Plains, NY
July 2014- present

Building cement foundations, operate heavy machinery, build stone walls, level stone walls, masonry work, and general labor.

First Student
Bus Driver
Dover Plains, NY
June 2014- April 2015

Transported children, cleaned bus, completed pre-inspection and post inspection, and drove the assigned routes.

CINTAS
North Salem, NY
2013-2014

Loaded and unloaded trucks.

**First Shred
Driver/Laborer
2012-2013**

Provided excellent customer service, light maintenance on trucks, completed pre-inspection and post-inspections on trucks.

**KMART
Floor Associate
Mahopac, NY
September 2010-October 2011**

Unloaded heavy items from truck, maintained the loading docks, provided customer service, and stocked shelves.

**Home Depot
Customer Service/Floor Associate
Brewster, NY
August 2009-September 2010**

Unloaded trucks, helped load customer cars, provided customer service, stocked shelves.

EDUCATION

Pawling High School

**High School Diploma-Pawling, NY
September 2006-June 2010**

SKILLS

**Commercial Driver's License- Class B with Hazmat
Endorsement and clean driving record**

Tanker Endorsement

Tow Truck Endorsement

Passenger Endorsement

School Bus Endorsement

Knowledge of different machinery

**Knowledge of shop safety and driving safety for commercial
vehicles**

Heavy hauling with commercial vehicles

Memorandum
Highway Department



To: City of Beacon Administrator Christopher White
City of Beacon City Council

From: Michael Manzi

Re: MEO Hire

Date: May 27, 2022

At this time, I would like move forward with hiring Daniel Fennell to the position of Motor Equipment Operator.

On May 24, 2022, interviews were conducted to fill the vacant Motor Equipment Operator position in the City of Beacon Highway Department. Interviews for this position were conducted by myself, along with Dave Way and Sara Morris. Based on the interviews, it was our determination to move forward with the hiring of Daniel Fennell to fill the vacancy.

This position is budgeted and had been posted in all City Departments. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Manzi", with a large, stylized loop at the end.

Michael Manzi
City of Beacon
Superintendent of Streets

City of Beacon City Council Agenda
05/31/2022

Title:

Ratifying Zachary Monroe to the City of Beacon Fire Department

ATTACHMENTS

[Fire Chief Memorandum for the Ratification of Zachary Monroe to the Beacon Fire Department](#)



FIRE DEPARTMENT

**13 South Avenue
Beacon, New York 12508**

To: Mayor Lee Kyriacou, City Administrator Chris White, and the City of Beacon City Council

From: Fire Chief Gary Van Voorhis

Date: May 13, 2022

Subject: Request for ratification of a Volunteer Firefighter

Please accept this request for the following volunteer firefighter to join the Beacon Fire Department.

Zachary Monroe
31 Verplanck Ave
Beacon

Zachary Monroe has successfully passed the Dutchess County Sheriff's background checks.
Zachary Monroe has passed his physical and will begin the required volunteer training.

Respectfully,

Chief Gary Van Voorhis

City of Beacon City Council Agenda
05/31/2022

Title:

Presentation of the 2023-2027 Capital Program

ATTACHMENTS

[Draft Capital Plan for 2023-2027](#)

CITY OF BEACON

CAPITAL PLAN 2023-2027

DESCRIPTION OF ITEMS	2023	2024	2025	2026	2027
GENERAL FUND					
FIRE DEPARTMENT					
Firehouse renovation at Lewis Tompkins	760,494	9,711,136			
ROAD RECONSTRUCTION					
Fishkill & Teller Construction	1,990,800				
CITY BUILDINGS & LOTS					
Mill, Pave & Restripe Van Nydek Parking Lot		45,000			
Mill, Pave & Restripe City Hall Lots			70,000		
HIGHWAY DEPARTMENT					
3-ton Roller - John Deere	42,000				
Dump/Plow/Sander	320,000				
Backhoe - John Deere	150,000				
Asphalt Hot Box - Falcon	54,000				
Dump/Plow/Sander		365,000			
Salt Brine Maker - Advantage		80,000			
Front End Loader - John Deere			260,000		
Dump/Plow/Sander			340,000		
Backhoe - John Deere				180,000	
1-ton Dump with Plow				80,000	
1-ton Dump with Plow				80,000	
Skidsteer					90,000
Street Sweeper					300,000
Dump/Plow/Sander					375,000
Solar Panels on DPW Garage	400,000				

DESCRIPTION OF ITEMS	2023	2024	2025	2026	2027
PARKS & RECREATION DEPARTMENT					
South Avenue Park Bathroom Engineering	30,000				
Veterans Place Pocket Park	450,000				
Bridge St. Bridge Greenway Connector	80,000				
Memorial Park Hilltop Pavillion (increase in scope)		50,000			
Riverfront Park Court & Parking Reconstruction		1,500,000			
USC Pool Restoration - Fiberglass			200,000		
Memorial Park Walkway			500,000		
Riverfront Park & Memorial Park Splash Pads				200,000	
Riverfront Park & Memorial Park Playgrounds				400,000	
Recreation Center					5,000,000
POLICE DEPARTMENT					
Crime Scene Truck - F250	88,000				
Patrol Vehicle - Interceptor	69,285				
Street Camera - 223 Main	12,595				
Patrol Vehicle - Interceptor		76,214			
Patrol Vehicle - Interceptor		76,214			
Street Camera - Main St. - 9D		14,502			
Locker Room Improvement		127,360			
Patrol Vehicle - Interceptor			83,074		
Unmarked Vehicle - Mach E			75,324		
Street Camera - Main St. and Tioronda Ave.			19,646		
Street Camera - 285 Main				17,254	
Unmarked Vehicle - Mach E				81,350	
Unmarked Vehicle - Mach E				81,350	
Unmarked Vehicle - Mach E					87,045
Street Camera - Main St. at Mase Hook & Ladder					16,613
Patrol Vehicle - Interceptor					96,000
Subtotal General Fund	4,447,174	12,045,426	1,548,044	1,119,954	5,964,658

DESCRIPTION OF ITEMS	2023	2024	2025	2026	2027
WATER FUND					
EQUIPMENT					
Jet Truck	300,000				
Vac Truck			540,000		
WATER SUPPLY					
Mt. Beacon Tank Engineering	100,000				
Mt. Beacon Tank Construction		1,300,000			
Melzingah Reservoir Rehabilitation Construction	2,900,000				
Well #1 Investigation		45,000			
WATER PLANT					
High Lift Pump # 4 Engineering		50,000			
High Lift Pump # 4 Construction			230,000		
Subtotal Water Fund	3,300,000	1,395,000	770,000	-	-
SEWER FUND					
SEWER PLANT					
Locker Room Renovation	240,000				
Dewatering System Building Upgrade Engineering	150,000				
Dewatering System Building Upgrade Construction		1,400,000	1,400,000		
Aeration Tanks Repair/Air System Upgrade Engineering		60,500			
Aeration Tanks Repair/Air System Upgrade Construction			1,297,725		
Subtotal Sewer Fund	390,000	1,460,500	2,697,725	-	-
GRAND TOTAL	8,137,174	14,900,926	5,015,769	1,119,954	5,964,658

City of Beacon City Council Agenda
05/31/2022

Title:

Discussion Regarding a Proposed Local Law to Amend Chapter 219, Article IV and Article X of the Code of the City of Beacon, Concerning Water Services

ATTACHMENTS

[Proposed Local Law to Amend Chapter 219, Article IV and Article X of the Code of the City of Beacon, Concerning Water Services](#)

LOCAL LAW NO. ____ OF 2022

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO
AMEND CHAPTER 219, ARTICLE IV AND ARTICLE X OF THE CODE OF THE
CITY OF BEACON

A LOCAL LAW to amend Chapter 219 Article IV, Article VII and Article X of Code of the City of Beacon, concerning water services.

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

Section 1. Findings and Purpose

The City of Beacon is in the process of replacing water meters in the City to ensure that the water use is accurately metered through the utilization of a new, upgraded Advanced Metering Network, which uses a Cloud-based system that communicates regularly and allows for instant readings, generates reports for stopped meters, backwards meters, high usage, no usage and leak detection, and provides customer portals to allow residents to track their water usage. The City will need to enter private property to replace the water meters with the new smart meters. ~~It is anticipated that some property owners may refuse to grant access to the City to install the upgraded meters. In order to incentivize~~ In the event property owners fail to grant the City access to their properties to install the upgraded water meters, the City Council finds that it is necessary to impose a monetary assessment for any property whose owner has refused to allow the City access to install the new water meters. The purpose of this Local Law is to amend the provisions of Chapter 219 of the Code of the City of Beacon to strengthen the City's regulations and penalties concerning water meters and the maintenance, repair, replacement and upgrades thereto.

Section 2. Chapter 219, Article IV of the Code of the City of Beacon entitled "Meters" is hereby amended as follows.

§ 219-15 Supply and installation of meters.

A. The City will supply meters at the expense of the builder/owner of each property ~~according to the rate schedule~~ as set forth in the City of Beacon fee schedule. The City reserves the right to require that a separate meter be installed for each residential unit, including separate dwelling units in mobile home parks and multiple dwellings.

B. There will be an initial meter charge equal to the cost of the meter to the City. All meters shall remain the property of the City of Beacon.

~~B.C. Where the City, its contractors, agents or employees requires that any water meter be inspected, changed, modified, upgraded or otherwise altered and the City provides notice to the property owner that access is required to read, inspect, alter, modify, maintain, upgrade or replace the water meter, and the property owner fails to provide access within the timeframe set forth in the notice (except in the case of an emergency, not less than five calendar days),~~

the City may assess a surcharge to the property owner for the failure to provide access. The property owner may be surcharged a penalty of \$250 on each and every water bill until such time as the water meter is installed or replaced or the existing meter is made accessible. Upon written request from the property owner, said assessment may be waived or reduced by the City Council for good cause shown. All property owners shall remain subject to all other remedies and enforcement penalties provided under this chapter and other applicable laws.

~~C.D. Any property owner or owners who has/have not allowed the installation of radio-read water meters as of the date of passage of this subsection shall be surcharged a penalty of 25% \$250 on each and every water bill until such time as the radio-read water meter has actually been installed. This penalty can be appealed for a due process hearing pursuant to Chapter 34.~~

~~D.E.~~ The property owner or consumer shall be responsible for the maintenance, repair and replacement of all water meters. The property owner or consumer shall notify the City within five business days of discovering any defect with or removal of the water meter that the owner knows of or should have known of. Failure to notify the City of an issue with the meter that the property owner or consumer is aware of or should have been aware of within five business days shall constitute a violation, punishable pursuant to § 219-40 of this chapter. The City reserves the right to inspect water meters.

~~E.F.~~ In any instance where a meter has been altered, tampered, or removed without authorization from the City, and such removal prevents the City from calculating water usage, the ~~next water bill~~ property owner shall be charged at twice the amount of the highest water bill issued within the last two years. Such amount shall be reflected on the water bill.

~~F.G.~~ In addition to any other fees, costs or penalties mentioned in this chapter, ~~Any~~ unauthorized bypass of a water meter or unauthorized modification to the service pipe, meter, or meter appurtenances ~~that results in the water meter's failure to register water usage~~ shall constitute a violation, punishable pursuant § 219-40.

§ 219-16 Pipes to be in proper condition prior to meter installation.

- A. In the event that the pipes of the property owner are not in proper condition for the installation, repair, or replacement of a meter, the property owner shall cause said pipes at the point at which said meter is to be installed or repaired to be put in proper condition prior to the installation, repair, or replacement of said meter at the owner's expense.
- B. If, due to acts, omissions or negligence on the part of the owner, its representatives, agents, contractors or employees, the meter becomes inoperable, the owner will be charged the value of the water lost by reason thereof, as estimated by the City, together with the cost of repair of said meter, and any additional sum set forth in this chapter, shall be paid prior to the installation of a new meter. ~~for the cost of the meter, unless it is determined that the meter is defective.~~

§ 219-17 Meters in building having unrelated occupancy.

Each building or parts thereof having unrelated occupancy or separate or distinct use shall, at the option of the owner, have a separate meter, but said meter shall be secured from the City and paid for by the owner, together with the cost of installation thereof. Said meter shall be installed under the direction and to the satisfaction of the City.

§ 219-18 Failure of meter to register.

- A. If a meter is out of order and fails to register due to no fault or intent of the owner or consumer, the property owner or consumer will be charged at the average consumption as shown by the meter when ~~in the meter was last in working~~ order. If, after 45 days of written notice from the City, the water meter remains out of order due to the property owner or consumer failing to provide access or cooperating with the City in performing the repair and the water meter continues to fail to register, the property owner or consumer will be surcharged a penalty of ~~25%~~ \$250 on each and every water bill until the meter is repaired and the property owner grants the City access to inspect the water meter or the City obtains a valid search warrant to be issued by a judge pursuant to § 219-35.
- B. If a property owner or consumer challenges the accuracy of the water meter, the property owner or consumer shall remove the water meter, have a temporary water meter installed at their expense and provide said water meter to the City. The City shall test the water meter to certify the accuracy of the water meter. If the water meter is found to be defective, the City shall pay the costs associated with certification. If the water meter is not defective, the property owner or consumer shall pay the costs associated with certification and replacement re-installation of the water meter. If a meter gets out of order is defective and fails to register correctly, the consumer will be charged the average daily consumption as shown by the meter when the meter was last in working order.

§ 219-19 Tampering with meter and meter seal.

No seal placed by the Water Department for the protection of any meter, valve or other water connection shall be tampered with or defaced. Tampering with or breaking the seal of any meter, valve or other connection shall be a violation of this chapter subject to the penalties set forth in § 219-40. Tampering with any meter in any way so as to alter its reading and/or accuracy or the damaging of any meter seal may result in the Water Department estimating water bills for water services, and/or criminal prosecution of the customer. In addition, any person violating this Section shall be required to reimburse the Water Department for any and all damages sustained to the meter or meter accessories or the valves and fitting connected thereto. If the seal is broken, the Water Department reserves the right to remove and test the meter at the customer's expense.

Section 3. Chapter 219, Article VII of the Code of the City of Beacon entitled “Discontinuance of Service” is hereby amended as follows:

~~§ 219-25 Notice of discontinuance.~~

- ~~A. Notice, in writing, delivered to the office of the City at least 10 days prior to the termination of service date, shall be required in all cases of application for discontinuance of water service; otherwise, the property owner or consumer shall be liable for the minimum charge for the following 1/2 year.~~

~~§ 219-26 Closed or vacant buildings.~~

~~In case a building is to be closed or become vacant, the meter in the notice thereof shall be given the City in order that the meter may be read and the curb box closed. The meter shall be removed and stored by the City. Where such notice is not given and pipes burst from freezing or other cause, or~~

~~where the meter is damaged or destroyed by any act of commission or omission of the owner, the value of the water lost by reason thereof, as estimated by the City, together with the cost of repair of said meter and pipes, the deposit specified in § 219-15B and any additional sum set forth in the schedule of rates established pursuant to § 219-29, shall be paid prior to the installation of a new meter in said building.~~

§ 219-27 Discontinuance for noncompliance.

- A. The City may discontinue water service and shut off the supply from any premises of which the owner or occupant has failed to comply with the provisions of this chapter ~~relating to the character or construction and maintenance of pipes and connections and the use of water.~~ Such service will not be resumed until the cause for such discontinuance is removed and the expense of shutting off and the turning on of the water, if any, is paid to the City.
- B. The Water Department shall notify the owner or consumer, in writing, of the date said service will be terminated. Such notice may be served personally or by leaving the same at the premises supplied or by mail to such party at the last address known to the Water Department. In no event will termination take place within 15 days of notification.
- C. The termination notice shall advise the owner or consumer of the following:
 - (1) The grounds for termination;
 - (2) What is required to avoid termination;
 - (3) The date of the pending service termination;
 - (4) The amount of the delinquency, including penalties that are or will be due on the termination date;
 - (5) The method by which payment will be accepted;
 - (6) The date and time by which payment must be received; and
 - (7) If a notice of violation was issued, the termination notice should make reference to that document, incorporate its allegations, and allege that the violation or conduct in question has continued beyond the curative period.

~~§ 219-28 Interference with curb box prohibited.~~

~~No person shall close or interfere with any curb box except under supervision by the City, nor shall it be turned on without the permission of the City.~~

Section 4. Chapter 219, Article VIII of the Code of the City of Beacon entitled “Schedule of Rates” is hereby amended as follows:

§ 219-29 Establishment of schedule.

- A. The ~~City Administrator~~Superintendent of Water, subject to the approval of the City Council, shall establish, and may amend from time to time by resolution, a schedule of rates, including the following rents and charges:

- (1) The minimum water rents and schedule of water rents.
- (2) Service charges, such as for discontinuance of service, restoration of service, special meter readings and meter test.
- (3) Meter installation charge, in addition to the deposit specified in § 219-15B.
- (4) A penalty of ~~\$25%~~250 on each and every water bill on property without radio-read water meters until such time as the radio-read water meters are actually installed pursuant to § 21915C.

B. The City Clerk shall assess any unpaid water billings, including interest and penalties, on the property owner's or consumer's upcoming tax bill as a lien against any City property owned by the property owner or consumer. The City Clerk shall then accept payment of unpaid water billings in quarterly increments.

Section 5. Chapter 219, Article X of the Code of the City of Beacon entitled “City Rights and Liabilities; Penalties” is hereby amended as follows:

§ 219-35 Right of entry.

In order to determine compliance with these rules and regulations, the Superintendent of Water and/or the City Building Inspector, and/or any other official appointed by the City Council to enforce these rules and regulations (hereinafter “enforcement officer”) The City or its authorized agents shall have full power to enter the premises of any property at all reasonable hours to install a meter, read a meter and examine the fixtures, plumbing and manner of using water. If the occupant is not present or refuses to grant the City access to the water meter, the ~~Town~~City shall assess a surcharge penalty to the property owner for the failure to provide access as set forth in § 219-15.C. If the occupant is not present or refuses admission, the City of Beacon shall obtain a valid search warrant to be issued by a judge.

§ 219-36 Right to limit or shut off water.

The City reserves the right to limit the amount of water furnished to any property should circumstances seem to warrant such action pursuant to Chapter 24, Drought Emergency Plan, although no limit may be stated in the application or permit for use; or said City may entirely shut off the water supply used for any manufacturing purposes, or for furnishing power, or for lawn sprinkling, car washing, outside use or as otherwise adopted by regulation of the ~~Mayor and~~City Council at any time, by giving reasonable notice of such intended action; or in the case of making or constructing new work or in making repairs or in any emergency, the right is reserved to shut off the water from any property without notice for as long a period as may be necessary.

§ 219-37 Liability for damage or loss.

The City shall not be liable for any damage or loss of any nature or kind to property or persons which may arise from or be caused by any change, diminution in or increase of the water pressure from any cause, except in cases of gross negligence by the City of Beacon which result in the lack of a reasonable standard of water pressure.

§ 219-38 General reservation of rights.

Draft: May 25, 2022

The right is reserved to amend this chapter and make contracts in all proper cases, or to turn off the water supply without notice in case of extensions, repairs or other necessity, without liability for damages for lack of water or for any damage which may result from the turning off of the water supply.

§ 219-39 Shut off of water for violations.

Whenever one or more of the provisions of this chapter is/are violated, the water supply may, in the discretion of the City, be shut off and the meter removed pursuant to § 219-27.

§ 219-40 Penalties for offenses.

Any person committing an offense against any provision of this chapter shall, upon conviction, be guilty of a violation pursuant to the Penal Law of the State of New York, punishable by a fine not exceeding \$250 or by imprisonment for a term not exceeding 15 days, or both such fine and imprisonment. The continuation of an offense shall constitute, for each day the offense is continued, a separate and distinct violation.

Section 6. Numbering for Codification

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

Section 7. Severability

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 8. Effective Date

This local law shall take effect immediately upon filing with the Office of the Secretary of State.

City of Beacon City Council Agenda
05/31/2022

Title:

Discussion Regarding a Proposed Local Law to Allow Members of the City Council of the City of Beacon to Participate in meetings via Videoconferencing

ATTACHMENTS

[Draft Local Law to Allow Members of the City Council of the City of Beacon to Participate in meetings via Videoconferencing](#)

[Draft City of Beacon Videoconferencing Policy](#)

[Virtual Meetings Permitted Under the NYS OML Chart](#)

CITY COUNCIL
CITY OF BEACON

LOCAL LAW TO ALLOW MEMBERS OF THE CITY COUNCIL OF THE CITY OF
BEACON TO PARTICIPATE IN MEETINGS VIA VIDEOCONFERENCE

A LOCAL LAW to
allow members of City
Council of the City of
Beacon to participate in
meetings via
videoconference.

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

Section 1. Legislative Intent

It is the intent of this Local Law to give members of the City Council the authority to participate in meetings via videoconference in a manner consistent with the authority granted in Public Officers Law § 103-a.

Section 2. Authority

This Local Law is adopted pursuant to Public Officers Law § 103-a which expressly permits the City Council to adopt a local law to authorize the use of videoconferencing for itself. Members of the City Council may participate in meetings via videoconference from locations not accessible to the public so long as a quorum of the City Council participates from locations where the public may be physically present, and all conditions set forth in Public Officers Law § 103-a are met.

Section 3. Videoconferencing for Public Meetings

The City Council of the City of Beacon hereby authorizes members of the City Council to participate in meetings using videoconferencing technology in a manner consistent with Public Officers Law § 103-a.

Section 4. Virtual Meetings Permitted Under Public Officers Law, Article 7 For All
Public Bodies in the City of Beacon

The provisions of this Local Law and Public Officers Law § 103-a do not limit the existing authority set forth in the Public Officers Law which allows all public bodies to virtually connect multiple public locations from which members and the public may attend. Public bodies may continue to hold proper open meetings by videoconference from multiple physical

locations which are identified in the meeting notice, open to the public and connected virtually together by videoconference. The provisions of this Local Law expand further the authority of the City Council to allow its members to participate in a meeting using videoconferencing technology under limited circumstances when the member's location is not open to in-person public attendance.

Section 5. Severability.

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

Section 6. Effective date.

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

VIDEOCONFERENCING POLICY
GOVERNING CITY COUNCIL MEMBER AND PUBLIC ATTENDANCE
UNDER SECTION 103-a OF THE OPEN MEETINGS LAW

A. Introduction

The City of Beacon recognizes the benefits of allowing members of the City Council to attend meetings using videoconferencing technology. On ____, 2022, the Council of the City of Beacon adopted a local law to authorize the use of videoconferencing for itself. This Videoconferencing Policy shall govern member and public attendance and participation when City Council members choose to attend public meetings via videoconferencing technology under Section 103-a of the Open Meetings Law.

This Videoconferencing Policy shall be posted on the City's website.

B. Virtual Meeting Attendance by Board Members

1. Members of a public body shall be physically present at all meetings of such public body unless such member is unable to be physically present at any such meeting location due to the following extraordinary circumstances:
 - a. Disability;
 - b. Illness;
 - c. Health Concerns;
 - d. Caregiving Responsibilities;
 - e. Business Trips; or
 - f. Other significant or unexpected factor or event which precludes the member's physical attendance at such meeting.
2. The majority of the City Council must conduct the public meeting from a physical location or locations where the public can attend. A physical location is any location identified in the meeting notice that is open to in-person public attendance.
 - a. For example, no less than four members of the City Council must conduct the meeting in the same physical location or locations where the public can attend the meeting. If two City Council members are sick and two City Council members are on vacation, the public meeting must be cancelled because only three City Council members are available to meet in-person (or in any physical location open to the public). All four members cannot participate in the public

meeting using videoconference from a location that is not open to in-person public attendance.

- b. The City Council may conduct a meeting where three members attend the meeting from City Hall, two members attend using videoconference where their physical locations are open to the public and such locations have been identified in the meeting notice, and two members attend using videoconference where their location is not open to the public.
3. Board members wishing to attend a public meeting using videoconferencing technology from a location not open to the public, must advise the Mayor and the City Administrator as early as possible before the scheduled meeting that they are unable to be physically present at the meeting. The public notice for such meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available and identify the physical location or locations for the meeting where the public can attend.
 - a. If a City Council member plans to attend a meeting using videoconferencing technology from a location open to the public, such member must advise the Mayor and the City Administrator at least 72 hours before the meeting to ensure that the City has enough time to post the required public meeting notice. The public notice for such meeting shall inform the public that videoconferencing will be used and shall identify the location for the meeting, and state that the public has the right to attend the meeting at any of the locations.
4. Except in the case of executive sessions conducted pursuant to Public Officers Law § 105, the City Council shall ensure that all members can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. Any City Council member attending a public meeting via videoconferencing technology must have their video turned on for the duration of the meeting.
5. During the meeting the Mayor shall announce the name or names of those members participating remotely. This information shall be included in the minutes.
6. Each meeting conducted using videoconferencing shall be recorded and such recordings posted or linked on the public website of the public body within five business days following the meeting and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request.
7. If videoconferencing technology is used to conduct a meeting from locations not open to the public, the public body shall provide the opportunity for members of the public to view such meeting via video, and to participate in proceedings via

videoconference in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation or testimony as in-person participation or testimony.

8. If a vote takes place during the meeting, the remote attendee will be entitled to participate in the vote as usual. The remote attendee will be asked directly what their vote is. The Mayor shall conduct a roll call vote of those members attending remotely.
9. Meetings that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines.

C. Exemptions

1. The provisions of this Policy and Public Officers Law § 103-a do not limit the existing authority set forth in the Public Officers Law which allows all public bodies to virtually connect multiple public locations from which members and the public may attend. The City's public bodies may continue to hold proper open meetings by videoconference from multiple physical locations which are identified in the meeting notice, open to the public and connected virtually together by videoconference.
2. The in person participation requirements set forth in this Policy and Public Officers Law § 103-a(2)(c) shall not apply during a state disaster emergency declared by the Governor pursuant to Executive law § 28, or a local state of emergency proclaimed by the Mayor of the City of Beacon pursuant to Executive Law § 24, if the Governor or the Mayor determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in person meeting.

D. Virtual Meeting Etiquette for Board Members

1. Board members that attend a public meeting via videoconferencing must comply with the following rules:
 - a. Be on time.
 - b. Keep your camera on at all times.
 - c. Ensure your technology works correctly.
 - d. Wear appropriate clothing.

- e. Frame the camera correctly.
- f. Have the right light.
- g. Look into the camera.
- h. Pay attention.
- i. Mute yourself when not speaking.
- j. Ensure others are not in the room to cause distractions.
- k. Maintain appropriate backgrounds.
- l. Silence all background noises.
- m. Ensure your displayed participant name is correct.

E. Public Participation via Videoconferencing Technology

1. Questions will be answered in the order they are received. Participants attending a meeting via videoconferencing technology shall be called upon to speak following in-person speakers.
2. Participants must use the “Raise Hand” function to verbally ask a question. To raise one’s hand, click the “Participants” button in the bottom toolbar, then click the “Raise Hand” button at the bottom of the “Participants” dialogue box. Participants who have joined the meeting solely via phone can dial *9 to raise their hand.
3. Virtual meeting participants must wait until authorized to speak by the Mayor. Only virtual speakers with a digital hand raised shall be called upon to speak.
4. Participants shall not type any questions or comments in the chat box. Chats sent privately through a private chat box will show up on the administrator’s downloaded transcript.
5. Participants must mute themselves when not speaking to cut down on background noise.

Adopted on _____

**SUMMARY OF
VIRTUAL MEETINGS PERMITTED
UNDER THE NEW YORK STATE
OPEN MEETINGS LAW**

	Existing Authority under OML Section 104(4) to Use Videoconferencing for Attendance (Not Impacted by Section 103-a)	OML Section 103-a- Videoconferencing by Public Bodies (2022 Amendment)	Amendment to OML Allowing Virtual Meetings Under COVID State Disaster Emergency Set Forth in Executive Order 11
Who can conduct virtual meetings?	All public bodies	Only public bodies authorized by Local Law	All public bodies
Is in-person attendance required by the public?	Yes - required at all locations where a board member is participating from.	Partially – the majority of the board must be in the same physical location or locations. The public can be excluded from the remote locations of a minority of the board.	No
Can a public board member attend via audio?	No - videoconferencing only	No-videoconferencing only. Members of the public body participating virtually must be seen at all times.	Yes- board members can attend a meeting using only audio or video services.
Must the meeting be recorded?	No	Yes	Yes
Does a transcript of the meeting have to be made available to the public?	No	A transcript of the meeting must only be provided upon request.	Yes – meeting must be later transcribed.

If a board member attends a meeting virtually, does the public have to be permitted to attend virtually?	No (The public can attend all physical locations of the meeting included in the public notice. The public does not have to be provided a link to attend the meeting virtually.)	Yes	No
If a board member attends a meeting via videoconference must the location of the virtual board member be included in the meeting notice?	Yes - and public must be invited to attend said location.	No	No
Are extraordinary circumstances required to permit board members to attend a meeting virtually?	No	Yes – Reasons authorizing virtual attendance must be set forth in a written policy adopted by the legislative body	No
Is there a limit to how many members can attend virtually?	No limit	Yes - only a minority of the board may attend virtually from a location not open to the public.	No limit
Is a local law required to allow members of the public body to attend the meeting via videoconferencing?	No	Yes	No
Expiration	No Expiration - Public bodies can continue to utilize the existing provision of the OML (Section 104(4)) regardless of whether the governing body adopts a local law to utilize Section 103-a.	Expires and deemed repealed on July 1, 2024	Expires and deemed repealed upon the expiration or termination of the state disaster emergency declared pursuant to executive order 11 of 2021 or any extension or modification thereof. The state disaster emergency is currently set to expire on May 15, 2022.
Exceptions	No exceptions	1. Through June 8, 2022 , all public bodies can meet without permitting in	No exceptions

		public-in-person access to meetings, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed. 2. The in-person participation requirements of OML § 103-a do not apply during a state disaster emergency or a local state of emergency, if the public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting.	
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City of Beacon City Council Agenda
05/31/2022

Title:

Discussion of Stellar Kids, LLC and My Four Daughters Realty Corp. 2021 Tax Certiorari Settlements

ATTACHMENTS

[Draft Resolution Approving Stellar Kids LLC 2021 Tax Certiorari Settlement](#)

[Draft Resolution Approving My Four Daughters Realty Corp 2021 Tax Certiorari Settlement](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. OF 2022

**RESOLUTION RE: CERTIORARI SETTLEMENT –
MTR. OF STELLAR KIDS LLC v. ASSESSOR OF THE CITY OF BEACON ET AL.
(SUP CT. DUTCHESS CO. INDEX NO. 52855/21) –
SETTLEMENT OF 2021 TAX CERTIORARI PROCEEDING**

WHEREAS, a tax certiorari proceeding, titled *Mtr. of Stellar Kids, LLC v. City of Beacon, et al.* (Sup. Ct. Dutchess Co. Index No. 52855/21), is pending before the Supreme Court, Dutchess County; and

WHEREAS, this proceeding challenges the 2021 assessment of real property located at 375-389 Main Street, which is identified as Parcel No. 5954-36-996800 on the Tax Map of the City of Beacon; and

WHEREAS, a proposed settlement has been reached by and between Stellar Kids, LLC and the City of Beacon, providing for a disposition of this litigation; and

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

WHEREAS, under the settlement terms, the City will be liable for a City tax refund in the amount of One Thousand Two Hundred Seventy-Nine and 80/100 (\$1,279.80) Dollars;

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the settlement of this proceeding so that the following adjustment is made to the real property tax assessment of the above-described tax parcel:

<u>Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2021	\$1,358,000	\$1,250,000	\$108,000

BE IT FURTHER RESOLVED, that counsel for the City of Beacon, Keane & Beane, P.C., together with the City Administration, is hereby authorized to undertake such action as necessary to confirm and effectuate this settlement, including execution of the Consent Judgment incorporating the settlement terms.

Resolution No. of 2022			Date: <u>June 6, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call ☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. OF 2022

**RESOLUTION RE: CERTIORARI SETTLEMENT –
MTR. OF MY FOUR DAUGHTERS REALTY CORP. v. ASSESSOR OF THE CITY OF BEACON
ET AL. (SUP CT. DUTCHESS CO. INDEX NO. 52840/21) –
SETTLEMENT OF 2021 TAX CERTIORARI PROCEEDING**

WHEREAS, a tax certiorari proceeding, titled *Mtr. of My Four Daughters Realty Corp. v. Assessor of the City of Beacon, et al.* (Sup. Ct. Dutchess Co. Index No. 52840/21), is pending before the Supreme Court, Dutchess County; and

WHEREAS, this proceeding challenges the 2021 assessment of real property located at 121-123 Rombout Avenue, which is identified as Parcel No. 5954-35-794799 on the Tax Map of the City of Beacon; and

WHEREAS, a proposed settlement has been reached by and between My Four Daughters Realty Corp. and the City of Beacon, providing for a disposition of this litigation; and

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

WHEREAS, under the settlement terms, the City will be liable for a City tax refund in the amount of One Thousand Four Hundred Twenty-Two and 00/100 (\$1,422.00) Dollars;

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the settlement of this proceeding so that the following adjustment is made to the real property tax assessment of the above-described tax parcel:

<u>Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2021	\$3,000,000	\$2,880,000	\$120,000

BE IT FURTHER RESOLVED, that counsel for the City of Beacon, Keane & Beane, P.C., together with the City Administration, is hereby authorized to undertake such action as necessary to confirm and effectuate this settlement, including execution of the Consent Judgment incorporating the settlement terms.

Resolution No. of 2022			Date: <u>June 6, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call ☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/31/2022

Title:

Authorizing the City Administrator to Execute an Agreement with the County of Dutchess for Reimbursement for Short Term Rental Monitoring

ATTACHMENTS

[Granicus, LLC Service Proposal](#)

[Draft Agreement with County of Dutchess for Reimbursement for Short Term Rentals Monitoring](#)



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Beacon NY

Granicus Proposal for Beacon NY

ORDER DETAILS

Prepared By:	Kester Bonsu
Phone:	
Email:	kester.bonsu@granicus.com
Order #:	Q-190558
Prepared On:	05/27/2022
Expires On:	06/30/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	107 Rental Listings	\$4,333.50
Compliance Monitoring	Annual	107 Rental Units	\$2,166.75
SUBTOTAL:			\$6,500.25

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Beacon NY to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-190558 dated 05-27-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-190558 dated 05/27/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Beacon NY	
Signature:	
Name:	
Title:	
Date:	

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “COUNTY”) and the **CITY OF BEACON**, a municipal corporation, whose address is One Municipal Plaza, Beacon, New York 12508 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines “municipal corporation” as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a “municipal district” as a county or town improvement district, among other things, and

WHEREAS, Granicus, LLC, (hereafter “Granicus”) through County Contract No. 18-0009-12/18-FI, has agreed to allow local municipalities to purchase Address Identification and Compliance Monitoring modules at a reduced rate, and

WHEREAS, the Municipality has requested that the County of Dutchess reimburse them for the modules they purchased from Granicus, and

WHEREAS, by Resolution No. 2021179, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into an intermunicipal agreement with any city, town, village, or other unit of local government who requested that the County reimburse them for the Address Identification and Compliance Monitoring modules they purchased from Granicus, and

WHEREAS, by Resolution No. 2021179, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide reimbursement for the Address Identification and Compliance Monitoring software modules purchased from Granicus, by any city, town, village, or other unit of local government, and

WHEREAS, this Agreement is intended to be used for municipal corporations that have requested assistance from the County for reimbursement for Address Identification and Compliance Monitoring modules purchased from Granicus so long as the requesting Municipality has adopted short-term rental regulations and seeks assistance in communicating those regulations,

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County agrees to furnish the Municipality with reimbursement of purchasing costs as set forth on the Scope of Services attached hereto as Exhibit "A".

2. TERM OF AGREEMENT. This Agreement shall be effective June 1, 2022, and shall terminate on May 31, 2025, unless otherwise terminated as set forth herein.

3. EXTENSION. This Agreement may be extended for two (2) additional periods of one (1) year each, not exceeding in total five years, upon such terms and conditions as may be agreed between the parties.

4. PAYMENT. The County of Dutchess will reimburse the Municipality for a sum not to exceed **Five Thousand (\$5,000.00) Dollars** annually towards the cost of the purchase of Address Identification and Compliance Monitoring modules from Granicus, per the Scope of Services attached hereto as Exhibit "A". In order to receive a reimbursement from the County, the Municipality must submit Local Short-Term Rental Regulations and a copy of a paid invoice from Granicus within thirty (30) days of the Municipality's receipt of the invoice from Granicus. Reimbursement shall only occur upon submission of these forms in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the Municipality from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the County. The County maintains general liability insurance and shall name the Municipality as additional insured on such policies for the services provided under this Agreement.
- (b) The Municipality shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Municipality, its employees, servants or agents arising out of the performance of this Agreement.

6. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

7. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of, without the previous written consent of the County.

8. TERMINATION.

(a) *Without cause*. The County may terminate this Agreement upon twenty (20) days prior written notice to the municipality of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the municipality of termination with cause.

9. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

10. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

11. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

12. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue."

13. REQUIRED PROVISIONS OF LAW. Each and every provision of Federal, State, or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

14. AUDIT. The Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses, and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. The Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. The Municipality shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Municipality are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

15. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time to time Municipalities engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Municipality shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

16. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

17. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

18. RULES OF CONSTRUCTION. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2022.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

BY: _____
Heidi Seelbach, Commissioner of
Finance

BY: _____
Lee Kyriacou, Mayor

EXHIBIT A

Dutchess County agrees to reimburse a municipality for a sum not to exceed \$5,000.00 toward the cost of a subscription to Granicus, LLC (Granicus) software on an annual basis. The subscription shall be limited to Address Identification and Compliance Monitoring modules only for local municipalities who have adopted short-term rental regulations and are looking for assistance in communicating those regulations. The annual fee for these two modules range from \$2,500 (for a municipality with fewer than 50 listings) to \$5,000 or more (for municipalities with more than 50 listings where the cost is calculated on a per listing basis). The municipality agrees that any reimbursements made by the County under this Intermunicipal Agreement will not exceed \$5,000.00 annually.

Granicus will provide municipalities the addresses of short-term rentals and features the ability to send customized letters to hosts outlining zoning requirements, noise ordinance terms, building code requirements, and other information pertaining to their rental. There are a small percentage of listings where Granicus will have identified a rental listing, the approximate road location, and provide pictures of the rental unit, but not have an exact physical address – in these cases, the municipality will be asked to assist Granicus in gathering an exact street location.

In order to receive reimbursement from the County, the municipality must submit Local Short-Term Rental Regulations and a copy of a paid invoice from Granicus within thirty (30) days of the municipality's receipt of the invoice from Granicus.