



**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

**December 19, 2022
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Recreation Director Recommendation on Participatory Budgeting Proposals](#)

Public Comment

Public Hearings

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 148 - Appointing Christopher Egitto to the Position of Heavy Motor Equipment Operator](#)
2. [Resolution No. 149 - Appointing Zachary Ross to the Position of Heavy Motor Equipment Operator](#)
3. [Resolution No. 150 - Appointing James Cottrell to the Position of Motor Equipment Operator](#)
4. [Resolution No. 151 - Appointing Edison Tenesaca to the Position of Motor Equipment Operator](#)
5. [Resolution No. 152 - Reappointing John Stella to the Board of Assessment Review](#)
6. [Resolution No. 153 - Reappointing John Gunn to the Planning Board](#)
7. [Resolution No. 154 - Reappointing Kevin Byrne to the Planning Board](#)
8. [Resolution No. 155 - Appointing David Jensen to the Planning Board](#)
9. [Resolution No. 156 - Appointing Stowe Boyd to the Zoning Board of Appeals](#)
10. [Resolution No. 157 - Authorizing the City Administrator to Execute an Agreement with Brown & Brown, Inc. for NYMIR Insurance Services](#)
11. [Resolution No. 158 - Authorizing the City Administrator to Execute an Agreement with WSP](#)

USA for Construction Inspection Services on the Fishkill/Teller Avenue Rehabilitation Project

12. [Resolution No. 159 - Authorizing Amendments to the 2022 Operating Budget](#)
13. [Resolution No. 160 - Authorizing the 2023 City Council Meeting Dates and Times](#)
14. [Resolution No. 161 - Authorizing the City Administrator to Execute an Agreement with United Safety, LLC for the Beacon Fire Station Abatement Project](#)

Approval of Minutes

1. [December 5, 2022 Minutes](#)

Public Comment - Second Opportunity

Adjournment

City of Beacon City Council Agenda
12/19/2022

Title:

Recreation Director Recommendation on Participatory Budgeting Proposals

ATTACHMENTS

[Recreation Director Memorandum on Participatory Budgeting Proposals](#)

Memo



To: Chris White
From: Mark Price
CC: Benjamin Swanson
Date: December 15, 2022
Re: Review of Participatory Budgeting Proposals

In review of the four proposals submitted to the City of Beacon as part of the participatory budgeting collaboration with the Beacon City School District, I would provide the following prioritization. I have also attached cost estimates for the two projects that would require the purchase of hard goods.

1. **Upgrade to park basketball courts-** This proposal is the most straightforward and potentially the easiest to complete. It will require purchasing of equipment and installation by the City of Beacon DPW. Based on existing equipment and cost estimates, two of the City's five basketball courts can potentially be upgraded.
2. **Installation of bottle filling stations-** This proposal is relatively straightforward in that it requires the purchase of equipment and installation by the City of Beacon Water Dept. Please Note: Siting of these bottle fillers would be dependent on the presence of water infrastructure and a reasonably straightforward connection to that. A considerable additional cost would added if new water service had to be established. I would explore the addition of bottle fillers at parks that currently do not have water fountains. Possibly Green Street Park and South Ave Park. Based on existing infrastructure and cost estimates, two-three bottle fillers can be added to the Beacon parks.
3. **Beacon Pool repairs-** The repairs the pool referenced in this proposal can be addressed in 2023 through the normal operating budget.
4. **Cemetery Rehabilitation-** This property is not owned by the City of Beacon so it is unclear if capital improvements could be made to the property. The City of Beacon can provide logistical support to volunteer cleanup efforts. Hauling of brush to our transfer station, providing landscape materials, etc.

Attached you will find cost estimates for proposals one and two based on the current equipment to be upgraded and materials suitable to be installed in a municipal park setting.

Respectfully,

Digitally signed by
Mark Price
Date: 2022.12.15
13:09:42 -05'00'

Mark Price- Recreation Director, City of Beacon

Future Pro, Inc
Box 486, 200 N Main Street
Inman, KS 67546 US
800-328-4625
kevin@futureproinc.com
www.futureproinc.com



Quote

ADDRESS

M Price
City of Beacon Recreation
Beacon, NY 12508

SHIP TO

M Price
City of Beacon Recreation
Beacon, NY 12508

QUOTE #	DATE	EXPIRATION DATE
19329	12/13/2022	12/30/2022

SHIP VIA
ABF freight

E-MAIL ADDRESS
mprice@beaconny.gov

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
BA42RU	Bison Unbreakable Polycarbonate 42" x 72" Backboard.	2	1,400.00	2,800.00
BA32	Heavy-Duty Side Court and Recreational Flex Basketball Goal	2	190.00	380.00
2022 Commodity Price Surcharge	2022 Commodity Price Surcharge ***2022 Pricing Good Until 12/30/2022***	1	445.20	445.20

This quote is subject to the Standard Terms and Conditions attached to this quote. This quote is valid for the exact quantities and items listed. Reduction in quantities or removal of items will require a revised quote with possible increase in some or all pricing, and freight costs. Prices are based on acceptance on/before thirty days from date of this quote. Unless specifically included in writing, additional services such as, but not limited to Inside Delivery (\$120 minimum), Specific Delivery Date Request (\$75), Residential Delivery (\$50), Limited Access Delivery (\$50), Lift Gate Delivery (\$125), and Call Ahead Service (\$50) would be an additional charge. Freight quote good for 30 days.

SUBTOTAL 3,625.20
SHIPPING 575.00
TOTAL **\$4,200.20**

Accepted By

Accepted Date

Please remit payment to:
Future Pro Inc
PO Box 83261
Lincoln, NE 68501

Sales Quote

Account #: 7256155	Quote #: 6800953	Quote Issued: 12/14/2022
City of Beacon	mprice@beaconny.gov	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
Mark Price	Phone: (845) 795-8440	
23 W Center St	Fax:	
BEACON, New York 12508		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
B729422	Elkay LK4400BFEVG, Outdoor Tubular Pedestal Bottle Filling Station, Evergreen	TRUCK	1	\$4,466.00	\$4,466.00
Item Total:					\$4,466.00
Tax:					\$384.15
Shipping and Handling:					\$261.99
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS				*Total:	\$5,112.14

Notes	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: WEB WEB Email: Phone: Fax:
-------	---

*Applicable taxes and shipping charges will be added to invoice.



11 Harbor Park Drive, Port Washington, N.Y. 11050
Copyright © 2022 by Global Industrial. All Rights Reserved.

Help | Contact Us

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). terms in your purchase order or acceptance.



--- Next Page ---

Sales Quote

Account #: 7256155	Quote #: 6800955	Quote Issued: 12/14/2022
City of Beacon	mprice@beaconny.gov	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
Mark Price	Phone: (845) 795-8440	
23 W Center St	Fax:	
BEACON, New York 12508		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
B729421	Elkay LK4405BFGEVG - Outdoor Wall-Mount Bottle Filling Station, Evergreen	TRUCK	1	\$3,065.00	\$3,065.00
Item Total:					\$3,065.00
Tax:					\$260.90
Shipping and Handling:					\$146.13
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS				*Total:	\$3,472.03

Notes	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: WEB WEB Email: Phone: Fax:
-------	--

*Applicable taxes and shipping charges will be added to invoice.



11 Harbor Park Drive, Port Washington, N.Y. 11050
Copyright © 2022 by Global Industrial. All Rights Reserved.

Help | Contact Us

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). terms in your purchase order or acceptance.

--- Next Page ---



City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 148 - Appointing Christopher Egitto to the Position of Heavy Motor Equipment Operator

ATTACHMENTS

Superintendent of Streets Memorandum in Support of the Promotion of Christopher Egitto

Resolution Appointing Christopher Egitto to the Position of Heavy Motor Equipment Operator

Memorandum
Highway Department



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

From: Michael Manzi

Re: Heavy Motor Equipment Operator ("HMEO") Promotion for Christopher Egitto

Date: December 12, 2022

At this time, I would like to promote Christopher Egitto to title of HMEO. While Mr. Egitto was only recently employed by the City in March of 2022, he has five years of previous work experience in working as a machine operator.

Mr. Egitto went through an internal skill testing simulation for machine operating, and demonstrated that he is qualified and capable to handle the tasks of the HMEO position. Therefore, I am recommending that Mr. Egitto be promoted to HMEO.

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**

RESOLUTION NO. 148 OF 2022

**APPOINTING CHRISTOPHER EGITTO TO THE POSITION OF
HEAVY MOTOR EQUIPMENT OPERATOR**

WHEREAS, there is currently a vacancy for the position of Heavy Motor Equipment Operator;
and

WHEREAS, Christopher Egitto meets the qualifications for the position of Heavy Motor Equipment operator and is recommended for appointment to the position by the Superintendent of Streets.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Christopher Egitto to the position of Heavy Motor Equipment Operator.

Resolution No. 148 of 2022			Date: December 19, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 149 - Appointing Zachary Ross to the Position of Heavy Motor Equipment Operator

ATTACHMENTS

[Superintendent of Streets Memorandum in Support of the Promotion of Zachary Ross](#)

[Resolution Appointing Zachary Ross to the Position of Heavy Motor Equipment Operator](#)

Memorandum
Highway Department



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

From: Michael Manzi

Re: Heavy Motor Equipment Operator ("HMEO") Promotion for Zachary Ross

Date: December 12, 2022

At this time, I would like to promote Zachary Ross to title of HMEO. While Mr. Ross was only recently employed by the City in August of 2022, he has seventeen years of previous work experience at Dutchess County DPW.

Mr. Ross went through an internal skill testing simulation for machine operating and demonstrated that he is qualified and capable to handle the tasks of the HMEO position. Therefore, I am recommending that Mr. Ross be promoted to HMEO.

Thank you for your consideration.

Sincerely,

Michael Manzi
City of Beacon
Superintendent of Streets



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 149 OF 2022

**APPOINTING ZACHARY ROSS TO THE POSITION OF
HEAVY MOTOR EQUIPMENT OPERATOR**

WHEREAS, there is currently a vacancy for the position of Heavy Motor Equipment Operator;
and

WHEREAS, Zachary Ross meets the qualifications for the position of Heavy Motor Equipment operator and is recommended for appointment to the position by the Superintendent of Streets.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Zachary Ross to the position of Heavy Motor Equipment Operator.

Resolution No. 149 of 2022			Date: December 19, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 150 - Appointing James Cottrell to the Position of Motor Equipment Operator

ATTACHMENTS

[James Cottrell Resume](#)

[Superintendent of Streets Memorandum in Support of the Appointment of James Cottrell](#)

[Resolution Appointing James Cottrell to the Position of Motor Equipment Operator](#)

James P. Cottrell

SUMMARY OF QUALIFICATION

- Self-starter, physically fit and strong
- Possesses strong leadership skills.
- Well respected amongst peers
- Responsible, motivated, quick learner
- 30 years of experience climbing trees and bucket truck operator
- Holds Brown Belt in Jujitsu
- Excess of twelve years of experience working as a tree trimmer on transmission lines
- Experience in working in all weather conditions
- Capable of multi-tasking and prioritizing in a fast-paced environment
- Two years of experience of automotive mechanical work
- General knowledge of landscaping and grounds keeping
- Extensive knowledge of inspection, repair and maintenance of work-related machinery

PROFESSIONAL EXPERIENCE

Cottrell's Tree Service: Dutchess County, NY (1991-Present) Owner/Operator

- Owner and operator of tree service including climbing, trimming and tree take downs of big trees
- Oversee daily operations including payroll
- Runs daily crew of workers

Yorktown Highway Department: Westchester County, NY (2016-2021) Tree Trimmer

- Performed inspection of selected trees prior to cutting them
- Felled trees, split, stacked and loaded tree logs on tractor for transportation to designated locations
- Hands-on experience in pruning and clearing out roots and stumps of trees using machines
- Daily climbing, trimming and tree take downs of various sizes
- Operated various machinery for climbing, cutting, shredding, chipping and pulling trees
- Runs the bucket truck and tree crew including training peers
- Assigned plow truck route as driver position
- Maintained a clean and safe work area, in an efficient manner
- Completed all assigned jobs according to specified job sheet
- Assumes the role of foreman in their absence
- Experienced in snow plowing main roads

Lewis Tree Service: Westchester County, NY (2004-2016) Foreman/Trimmer

- Operational knowledge of using stump grinders, stump router, forklift and bobcat
- Responsible for maintaining vegetation and line clearing on Con Ed right of way
- Climbing, pruning and large tree removals
- Experienced in operating chainsaw and chippers of all sizes
- Skilled in operating bucket trucks and other large tree removals
- Loaded, moved and unloaded trees using trailer, forklift and trucks
- Operated, lubricated and took care of various tree cutting machinery and related equipment
- Cut and removed dead trees, surplus branches and large bushes
- Responsible for training and running tree crews
- Cleared out tree-cutting site and performed landscaping, in an efficient manner
- Cleaned and tidied sidewalks and streets after tree cutting and removal operations

CERTIFICATIONS

- Position of Class A & Class B license with air brake endorsement (no restrictions)
- CPR Certification

REFERENCES-Available upon request

Memorandum
Highway Department



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

From: Michael Manzi

Re: MEO Hire

Date: December 8, 2022

Please be advised that on November 30th and December 2nd, 2022, interviews were conducted to fill one Motor Equipment Operator position in the Highway Department due to a recent resignation.

The interviews were conducted with myself, David Way, and Sara Morris present. Based on the interviews, it was our determination to move forward with the hiring of James Cottrell to fill the position.

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

Sincerely,

Michael Manzi
City of Beacon
Superintendent of Streets



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 150 OF 2022

**APPOINTING JAMES COTTRELL TO THE POSITION OF
MOTOR EQUIPMENT OPERATOR**

WHEREAS, there is currently a vacancy for the position of Motor Equipment Operator; and

WHEREAS, James Cottrell meets the qualifications for the position of Motor Equipment operator and is recommended for appointment to the position by the Superintendent of Streets.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of James Cottrell to the position of Motor Equipment Operator.

Resolution No. 150 of 2022			Date: December 19, 2022				
☐ 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
12/19/2022

Title:

Resolution No. 151 - Appointing Edison Tenesaca to the Position of Motor Equipment Operator

ATTACHMENTS

[Edison Tenesaca Resume](#)

[Superintendent of Streets Memorandum in Support of the Appointment of Edison Tenesaca](#)

[Resolution Appointing Edison Tenesaca to the Position of Motor Equipment Operator](#)

Edison Tenesaca

Objective

Seeking position as Tree Trimmer/ Motor Equipment Operator/ General Help

Education

RIDLEY-LOWELL BUSINESS & TECHNICAL INSTITUTE, DANBURY CT

Electric Systems Technical Diploma

December 2016

NORWALK COMMUNITY COLLEGE

Completed ESL Program

December 2013

DANBURY HIGH SCHOOL

High School Diploma

June 2006

Skills & Abilities

- Tree crew foreman with 14 years of experience, extensive knowledge of the tree care industry.
- Operation of boom trucks, hydraulic saws, loaders, stump grinders, brush chippers, tractors, excavators, chain saws, sprayers, snow plowers, lawn mowers, and concrete mixer
- Basic maintenance knowledge of equipment, i.e. oil changes, greasing, and replacing small parts, etc.
- Greatly exposed to the hazards involved in the job and have thorough information regarding the safety and preventive measures
- OSHA-30
- CPR & AED
- Class B Commercial Driving License
- Solid work ethic, prompt reliable, able to communicate effectively with supervisors, co-workers and clients
- Fluent in English, Spanish, Intermediate level Portuguese
- Basic knowledge of Microsoft Word, Excel and Powerpoint

Experience

FOREMAN | KNAPP TREE INC. | FEBRUARY 2007- PRESENT

- Power line trimming, plan the onsite job for the day, and attend meetings
- Supervise workers, watch over the handling of rope, direct traffic, and supervise and help in the removal of limbs and brush
- Skilled in the use of the equipment of the trade, including power and hand saws and power sprayers, certified to direct traffic by ATSSA.

Memorandum
Highway Department



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

From: Michael Manzi

Re: MEO Hire

Date: December 8, 2022

Please be advised that on November 30th and December 2nd, 2022, interviews were conducted to fill one Motor Equipment Operator position in the Highway Department due to a recent retirement.

The interviews were conducted with myself, David Way, and Sara Morris present. Based on the interviews, it was our determination to move forward with the hiring of Edison Tenesaca to fill the position.

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

Sincerely,

Michael Manzi
City of Beacon
Superintendent of Streets



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 151 OF 2022

**APPOINTING EDISON TENESACA TO THE POSITION OF
MOTOR EQUIPMENT OPERATOR**

WHEREAS, there is currently a vacancy for the position of Motor Equipment Operator; and

WHEREAS, Edison Tenesaca meets the qualifications for the position of Motor Equipment operator and is recommended for appointment to the position by the Superintendent of Streets.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Edison Tenesaca to the position of Motor Equipment Operator.

Resolution No. 151 of 2022			Date: December 19, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 152 - Reappointing John Stella to the Board of Assessment Review

ATTACHMENTS

Secretary to the Mayor Memorandum Regarding the Proposed Reappointment of John Stella

Tax Assessor Memorandum in Support of the Reappointment of John Stella to the Board of Assessment Review

Resolution Approving the Reappointment of John Stella to the Board of Assessment Review

CITY OF BEACON

Office of the Mayor

One Municipal Plaza
Beacon, New York 12508
845-838-5010 - Office
845-838-5012 - Fax



www.cityofbeacon.org

Date: December 14, 2022

To: Mayor Kyriacou and City Councilmembers

Re: Proposed Reappointment of John Stella to the Board of Assessment Review

Dear Mayor and Councilmembers:

As requested during the Council's Workshop on December 12, 2022, I solicited information from John Stella regarding his background, qualifications, and experience for use during your consideration of his reappointment.

John Stella is a resident of Beacon and has volunteered to serve on multiple committees for the City and Community over the past two decades. Specifically, he has spent the past fifteen years on the Board of Assessment Review, twelve of which were spent serving as Chair. He comes recommended to be reappointed for another term by Beacon's Tax Assessor, Kathy Martin. A letterhead expressing as much has been provided for your reference.

Mr. Stella also previously served as Chair to the City's Parking and Traffic Safety Committee for fourteen years. His volunteerism extended beyond the City's committees, as well: he sat as Vice President on the Beacon Board of Education and served as a Volunteer Firefighter, for which he was active for sixty years and is now exempt.

Professionally, Mr. Stella worked and retired from IBM before working as a Realtor in the area.

I hope that the above provides context for and otherwise aids in your discussion regarding the proposed Reappointment.

Sincerely,

Benjamin Swanson
Secretary to the City Mayor
Beacon, NY
845-838-5010

CITY OF BEACON

One Municipal Plaza
Suite One
Beacon, NY 12508

Office of the Assessor

TO: Mayor Kyriacou
City of Beacon City Council

FROM: Kathleen Martin, City of Beacon Tax Assessor

SUBJECT: City of Beacon Board of Assessment Review

DATE: December 9, 2022

John Stella has been a valuable member of the City of Beacon's Board of Assessment review for many years. During his tenure he was elected Chairman of the Board by his peers. John has been a knowledgeable and professional asset to this volunteer board.

It is my recommendation that John Stella be reappointed to the City's Board of Assessment Review. Thank you for your consideration.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 152 OF 2022

**APPROVING THE REAPPOINTMENT OF
JOHN STELLA TO THE BOARD OF ASSESSMENT REVIEW**

WHEREAS, John Stella is currently completing a term of service on the City of Beacon Board of Assessment Review which does expire on December 31, 2022; and

WHEREAS, John Stella wishes to serve a further term beginning in 2023 and is recommended for reappointment to such by Mayor Kyriacou and Beacon's Tax Assessor, Kathy Martin.

NOW, THEREFORE, BE IT RESOLVED, the Mayor hereby reappoints, with the consent of the City Council, John Stella to the Board of Assessment Review to a term set to begin on January 1, 2023 and set to expire on December 31, 2027.

Resolution No. 152 of 2022			Date: December 19, 2022				
☐ 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
12/19/2022

Title:

Resolution No. 153 - Reappointing John Gunn to the Planning Board

ATTACHMENTS

[John Gunn Committee Application](#)

[John Gunn Resume](#)

[Resolution Approving the Reappointment of John Gunn to the Planning Board](#)

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name

John F. Gunn, AIA

Address

Phone Number

Alternate Phone

Email Address

Committee You are
Interested In

- ☐ Board of Assessment Review
- ☐ Board of Ethics
- ☐ Conservation Advisory Committee
- ☐ Emergency Management Committee
- ☐ Human Relations Commission
- ☒ Planning Board
- ☐ Recreation Committee
- ☐ Traffic Safety Committee
- ☐ Zoning Board of Appeals
- ☐ Any of the above
- ☐ Other

Available number of
Hours per week (for
Committee work)

As required

Occupation

Architect

Employer

NBBJ Architecture, PLLC

Work Address

Work Phone

Education

- ☐ Some High School
- ☐ High School Diploma
- ☐ Some College
- ☐ Associates Degree
- ☒ Bachelor's Degree
- ☐ Master's Degree
- ☐ Doctorate Degree

Interest & Skills

Architecture, Design, Urban Environments

**Areas of Expertise
(business & civic)**

COB PB since 2003 - Co-Chair; Comp. Plan Committee

Reference

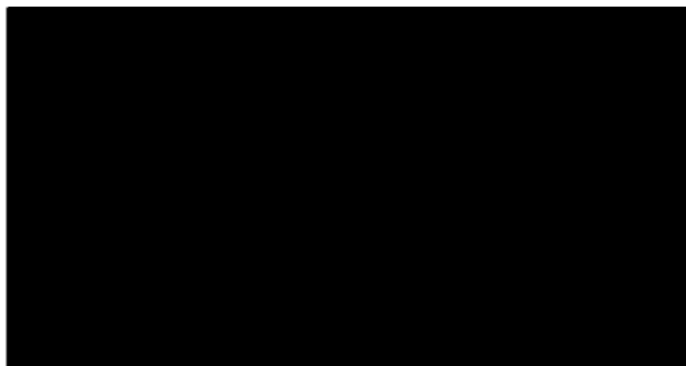
Reference Name

Address

Phone

Email Address

Relationship



Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: John Gunn

Date: 12/07/2022

JOHN F. GUNN AIA, LEED AP

Accomplished and results-focused senior architect with 28 years of experience in building successful client relationships through exceptional leadership and delivery of workplace strategies and corporate, retail and commercial interior design for Fortune 500 companies

EDUCATION

Pratt Institute School of Architecture - Brooklyn, NY
Bachelor of Architecture - with Honors

1986 - 1991

EXPERIENCE

AECOM - New York, NY

Vice President / Principal

Corporate Market Lead

Oversee the growth and development of AECOM's new Corporate Interiors, Architecture and Strategy practices within the Design and Consulting Services business line for the New York, New Jersey and Boston

- Oversee day-to-day administrative and financial operations for all corporate projects, contributing to a 27% growth for fiscal year 2018
- Lead new business initiatives including new marketing presentations to prospective clients
- Lead teams in the development of new business proposals, RFP responses and client interviews
- Negotiate and execute master service agreements and contracts for all project services scope and fees
- Oversee quality reviews for all aspects of client deliverables
- Establish and oversee the development of a new Brand & Information Design practice in the New York market
- Coordinate and administer design-build delivery models between AECOM Design & Consulting Services group and AECOM Tishman

2017 - present

Global High Performance Real Estate Development Company

Workplace lead as part of a high-performance building team for the development of building technical performance criteria and building design guidelines

Global Co-Working Company

Workplace lead in coordination with AECOM Tishman in development of delivery model for AoR/EoR design build services for client's national portfolio

Estee Lauder Companies

Account lead - 425,000 sf

Bristol Myers-Squibb

Account lead - 235,000 sf

Gensler Architecture, Design & Planning, P.C. - New York, NY

Senior Associate

National & Global Accounts Director (2006 to 2017)

Acted as single point of contact for Fortune 500 clients; directing project work and communications between multiple Gensler teams across domestic and international markets, growing revenue 54% year-over-year

- Maintained day-to-day client relationships and oversaw all facets of project delivery
- Developed and implemented client service delivery models
- Streamlined processes and project deliverables to ensure consistency of work product across more than 20 national and global markets
- Interfaced directly with clients for regular account performance reviews and to implement account-wide process improvements
- Oversaw assignment of individual project team responsibilities and staffing of all projects across multiple teams
- Monitored project schedules and deliverables to ensure consistency of quality and timely project completion
- Reported regularly on project status and resolution of issues to client executive leadership
- Lead and facilitated firm-wide account review meetings to gather project status, facilitate issues resolution and disseminate and reinforce best practices

2000 - 2017

Deloitte Services, LP

Global Account
Design guidelines development
Interior renovation projects in 23 global markets - 1.2 million sf
21 member team

PNC Bank

National City Bank acquisition
National real estate portfolio strategy
Design guidelines development
Move management
Interior renovation projects in 22 markets - 800,000 sf
16 member team

NBC Universal

New York City Campus
Real estate portfolio strategy
Design guidelines development
Interior renovation projects at 30 Rockefeller Plaza - 235,000 sf
12 member team

Lenovo

Global Account
Design guidelines development
Interior renovation projects in 14 Markets - 500,000 sf

Gensler University (2016 to 2017)

Completed a 6 month executive leadership training program focused on the economic development of Gulf Cooperation Council countries including two-week in-market research. Presented research & analysis to firm leadership

EXPERIENCE
(Continued)

Studio Director (2011 to 2014)

Oversaw the day-to-day operations of a 25-employee workplace studio

- Interfaced directly with client leadership on all project matters
- Hired and conducted employee professional development reviews
- Monitored accounts receivables and collections
- Supervised staffing and structuring of project teams
- Developed new business proposals
- Led marketing efforts and presentations to prospective clients
- Developed and negotiated client / architect agreements
- Reported studio productivity, new business developments and financials to Gensler's New York managing principals

Senior Project Manager (2000 to 2013)

Acted as single point of contact to clients and supervisor of multiple design and delivery teams in the execution of projects from inception to construction completion and move-in

- Defined and monitored staffing plans, project schedules and revenue projections
- Prepared proposals and agreements, monitored accounts receivables and reported earnings to studio leadership
- Led new business development and marketing efforts and represented the firm in new business opportunities
- Oversaw project execution, ensuring adherence to client budgets and schedules
- Oversaw the production and quality control of all project deliverables
- Contributed to team member training and individual staff development

Siri & Marsik Architects, P.C. - New York, NY

Senior Project Manager

Oversaw the design and execution of over 25 exterior restoration and historic preservation projects

- Performed detailed field surveys of building envelope conditions and prepared reports outlining observations and recommendations for repairs
- Developed construction cost tracking protocols which identified capital expenditure savings for clients
- Determined solutions and detailing for deteriorated building exterior facade and roofing conditions
- Oversaw the development of construction documents and contractor scope of work
- Prepared and issued requests for competitive bidding by contractors
- Ensured quality control of contractor execution of repairs through daily rig and scaffold based inspections
- Negotiated conflicts between vendors and contractors and facilitated resolution without impact to project schedules

Limited Brands

NY Headquarters - 200,000 sf

Calvin Klein

NY offices & showroom - 27,000 sf

Sam Edelman

NY offices & showroom - 35,000 sf

Guess Brands

LA stores - 25,000 sf

Sigerson Morrison

LA store - 16,000 sf

Deutsche Bank

NC workplace - 80,000 sf

Morgan Stanley

NY workplace - 350,000 sf

Chase Bank

Global portfolio - Security upgrades

MUFG / Bank of Tokyo

NY workplace - 135,000 sf

1996 - 2000

American International Group, Inc.

Corporate Headquarters - 70 Pine St.
Complete exterior restoration program for a 75 year old, 66 story Art Deco skyscraper
Masonry facade repair and setback roof replacement over 3 years

Archdiocese of New York

Exterior facade restoration and roof replacement projects for multiple historic, church owned properties

JOHN F. GUNN AIA, LEED AP

EXPERIENCE (Continued)

Karen L. Jacobson Architects - New York, NY

1993 - 1996

Designer / Job Captain

Acted as project lead for the design, management and execution of multiple high-end residential new construction projects and medical offices

- Developed planning, massing and aesthetic concept designs for new construction, interiors and custom furniture and millwork
- Oversaw the development and coordination of construction documents and developed detailing for all aspects of new construction
- Directed the work of project consultants team including MEP and structural engineers
- Researched and prepared all code related items and interfaced with project code consultants for obtaining NYC Building Department approvals and permits

Rosenblum & Harb Architects - New York, NY

1991 - 1993

Designer

Acted as project team member for the design of high-end residential, commercial and retail projects

- Developed planning, massing and aesthetic concept designs for new construction, interiors and custom furniture and millwork
- Prepared materials for and assisted in presentations to clients
- Prepared construction documents and developed detailing for all aspects of new construction
- Researched and prepared all code related items and interfaced with project code consultants

LICENSURE

State of New York

2000

State of New Jersey

2002

AFFILIATIONS

American Institute of Architects

2000

National Council of Architectural Registration Boards

2001

US Green Building Council

2010

COMMUNITY

City of Beacon Planning Board

Chairman - Mayoral Appointment

2018 - present

Member - Mayoral Appointment

2003 - 2011

City of Beacon Comprehensive Plan Committee

Co-Chair - Mayoral Appointment

2005 - 2007

Led a two-year effort to overhaul the city's 35 year old master plan through detailed studies of zoning, city services and infrastructure, traffic, parking, demographics and population

- Prepared RFP's for use in procuring consulting services
- Developed budgets and timelines incorporating key milestones
- Led presentations to the Beacon City Council for approvals
- Chaired regular monthly and special committee meetings of twelve community members and a city planning consultant
- Assisted in the writing and editing of key provisions including the plan Priorities and Objectives
- Attended City Council meetings and public hearings on matters related to adoption of new zoning laws



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 153 OF 2022

**APPROVING THE REAPPOINTMENT OF
JOHN GUNN TO THE PLANNING BOARD**

WHEREAS, John Gunn is currently completing a term of service on the City of Beacon Planning Board which does expire on December 31, 2022; and

WHEREAS, John Gunn wishes to serve a further term beginning in 2023 and is recommended for reappointment to such by Mayor Kyriacou.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby reappoints, with the consent of the City Council, John Gunn to the Planning Board to a term set to begin on January 1, 2023 and to expire on December 31, 2025.

Resolution No. 153 of 2022			Date: December 19, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 154 - Reappointing Kevin Byrne to the Planning Board

ATTACHMENTS

[Kevin Byrne Committee Application](#)

[Kevin Byrne Resume](#)

[Resolution Approving the Reappointment of Kevin Byrne to the Planning Board](#)

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name

Kevin Byrne

Address

Phone Number

Alternate Phone

Email Address

Committee You are
Interested In

- ☐ Board of Assessment Review
- ☐ Board of Ethics
- ☐ Conservation Advisory Committee
- ☐ Emergency Management Committee
- ☐ Human Relations Commission
- ☒ Planning Board
- ☐ Recreation Committee
- ☐ Traffic Safety Committee
- ☐ Zoning Board of Appeals
- ☐ Any of the above
- ☐ Other

Available number of
Hours per week (for
Committee work)

4

Occupation

Architect

Employer

EwingCole Architects

Work Address

Work Phone

Education

- ☐ Some High School
- ☐ High School Diploma
- ☐ Some College
- ☐ Associates Degree
- ☒ Bachelor's Degree
- ☐ Master's Degree
- ☐ Doctorate Degree

Interest & Skills

Planning and Policy

Areas of Expertise
(business & civic)

Architectural design, Urban Planning,

Reference

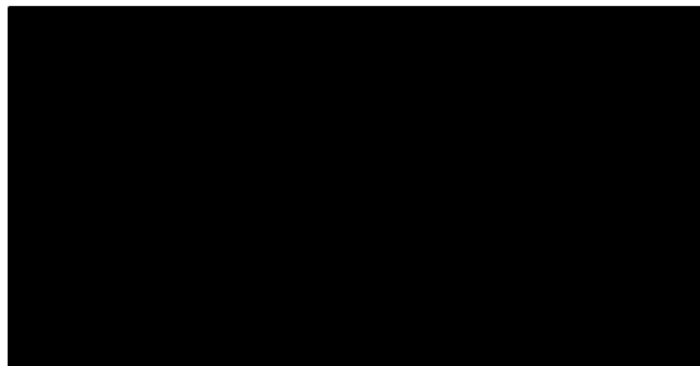
Reference Name

Address

Phone

Email Address

Relationship



Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: Kevin Byrne

Date: 12/1/2022

KEVIN PAUL BYRNE, R.A.

I have over 25 years of broad architectural experience in a variety of specialties, including healthcare, hospitality and festival marketplaces. I was instrumental in the creation of one of the most popular public spaces in New York City, The Chelsea Market. I am broadly educated, pleasant to work with and value engaging, challenging and mission-driven projects.

Kevin Byrne



EDUCATION

University of Kansas , B.Arch
Pratt Institute

SKILLS

SOFTWARE

REVIT, Revit BIM 360,
AutoCAD, AutoCAD Architecture
Microsoft Word, Excel, Project
Access; Filemaker Pro
Procore, Acrobat, Bluebeam
Masterspec, BDS SpecLink

COMPLIANCE

NYS Architecture License # 043466
NYS DOH Certificate of Need applications,
Limited Review Applications Pool filings,
FGI compliance, NFPA compliance,
CMS violation resolution
JCHCO compliance; ICRA/ILSM
NYC building , energy and zoning codes,
NYC FD Emergency Action Plans, Fire Protection Plans
NYS Residential and Commercial building and fire protection codes,

DESIGN SPECIALTIES

SCIF rooms, Recording and Mastering studios,
Research based healthcare environments



KEVIN PAUL BYRNE, R.A.

HEALTHCARE

TREATMENT SPACES

Multiple hospital and ambulatory surgical suites, including Ortho, Ophthalmic, Obstetric specialties. Birthing center, Medical office buildings,

PATIENT CARE SPACES including NICU/PICU, TBI, BMT, All rooms, PT / OT as well as Med/Sug suites and floors.

IMAGING SUITES Including 7T and 3T MRI's, CT, EOS, RAD Rooms, Ultrasound, etc.

RESEARCH LABS Including NIH Vivarium, Alzheimer's research center, microscope rooms, Genomics/Proteomics, Cyclotron/PET facilities, Wet labs and dry labs. Served as NIH project reviewer for G20 funded projects.

CAMPUS PLANNING EPIC deployment, Sandy recovery, Energy infrastructure at NYULMC, Compartmentalization and life safety reporting and administration at NY Presbyterian,

HOSPITALITY

CONCEPTUAL DESIGN Rebranding proposal for extended stay hotels of major hotel group

HIGH RISE HOTELS in NYC, Charlotte, Houston, Orlando.

ENVELOPE DESIGN for NYC Energy compliance filing, and

SPA Design development of hot spring resort development including pool compliance

COMMERCIAL

CHELSEA MARKET

Conceptual and detailed design of iconic NYC façade, numerous creative interior projects, including IT, investment firms, renewable energy, Law enforcement and municipal clients

COMMERCIAL INTERIORS Numerous creative renovations,.

INDUSTRIAL Designed facilities for the garment, electronics, jewelry, recording and printing industries.

RESIDENTIAL

High end and innovative residential renovations Including work published in the NY Times.





**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 154 OF 2022

**APPROVING THE REAPPOINTMENT OF
KEVIN BYRNE TO THE PLANNING BOARD**

WHEREAS, Kevin Byrne is currently completing a term of service on the City of Beacon Planning Board which does expire on December 31, 2022; and

WHEREAS, Kevin Byrne wishes to serve a further term beginning in 2023 and is recommended for reappointment to such by Mayor Kyriacou.

NOW, THEREFORE, BE IT RESOLVED, the Mayor hereby reappoints, with the consent of the City Council, Kevin Byrne to the Planning Board to a term set to begin on January 1, 2023 and to expire on December 31, 2025.

Resolution No. 154 of 2022			Date: December 19, 2022				
☐ 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
12/19/2022

Title:

Resolution No. 155 - Appointing David Jensen to the Planning Board

ATTACHMENTS

[David Jensen Committee Application](#)

[David Jensen Curriculum Vitae](#)

[Resolution Approving the Appointment of David Jensen to the Planning Board](#)

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name	David Jensen
Address	REDACTED
Phone Number	REDACTED
Alternate Phone	
Email Address	REDACTED
Committee You are Interested In	☐ Board of Assessment Review ☐ Board of Ethics ☐ Conservation Advisory Committee ☐ Emergency Management Committee ☐ Human Relations Commission ☒ Planning Board ☐ Recreation Committee ☐ Traffic Safety Committee ☐ Zoning Board of Appeals ☐ Any of the above ☐ Other
Available number of Hours per week (for Committee work)	3
Occupation	Attorney
Employer	David Jensen PLLC
Work Address	REDACTED
Work Phone	REDACTED

Education

- ☐ Some High School
☐ High School Diploma
☐ Some College
☐ Associates Degree
☐ Bachelor's Degree
☐ Master's Degree
☒ Doctorate Degree

Interest & Skills

Dispute resolution; public policy; experience in management

**Areas of Expertise
(business & civic)**

Law practice involves challenging and defending government action (including 42 USC s. 963 and CPLR Art. 78), as well as disputes related to real property and development

Reference

Reference Name

[REDACTED]

Address

[REDACTED]

Phone

[REDACTED]

Email Address

[REDACTED]

Relationship

[REDACTED]

Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: /s/ David D. Jensen

20 November 2022
Date: _____

DAVID D. JENSEN, ESQ.

EDUCATION

J.D. 2003	WASHINGTON AND LEE UNIVERSITY SCHOOL OF LAW • Graduated <i>cum laude</i> with GPA of 3.41 (top 25%) • Lead Articles Editor for <i>WASHINGTON AND LEE LAW REVIEW</i> • Executive Editor for <i>ENVIRONMENTAL LAW NEWS</i> • Organized clean-up of a local park and river	Lexington, Virginia
B.S. 1998	BRIGHAM YOUNG UNIVERSITY • Economics major • Graduated in 2 years, 7 months	Provo, Utah

CORE COMPETENCIES

- Maritime, Shipping & Offshore Law
- Zoning, Development, Land Use & Property Law
- Constitutional Law & 42 U.S.C. § 1983 Litigation
- New York Election Law & CPLR Article 78 Litigation
- Insurance Coverage
- International Transactions
- General Commercial Litigation

QUALIFICATIONS

Bar Admissions:	New Jersey (2003) & New York (2004) United States District Courts: District of Connecticut; Central District of Illinois; District of New Jersey; Southern, Western, Eastern, and Northern Districts of New York United States Courts of Appeals: First, Second, Third, Seventh & Ninth Circuits United States Supreme Court <i>Pro hac vice</i> in the following courts: Southern District of Florida; Northern District of Illinois; District of Kansas; District of Massachusetts; Western District of Washington; Delaware Chancery Court; Illinois Supreme Court; Wabash County, Illinois Circuit Court; Harris County, Texas District Court In Process: Solicitor, England & Wales—passed MCT (February 2017); tentatively scheduled for OSCE (2020)
Notable Cases:	<i>Mills v. New York State Board of Elections</i> , 207 A.D.3d 943, 172 N.Y.S.3d 220 (3d Dep’t 2022) (reinstating congressional candidate to the ballot for the 2022 Democratic primary for the 18th New York congressional district) <i>McCarthy v. Baker</i> , No. 1:20-cv-10701-DPW (D. Mass. May 7, 2020) (preliminary injunction directing Governor of Massachusetts to allow reopening of firearms retailers notwithstanding COVID-19 shutdown orders)

Johnson v. Department of State Police, 2012 IL 1242213 (Ill. 2020) (watershed decision that Illinois’s procedure for restoring firearms rights was “civil rights restored” within the meaning of federal law)

Zurich American Insurance Co. v. Coastal Cargo of Texas, 596 S.W.3d 381 (Tex. App.--1st 2020; pet. denied) (reversing a trial court’s construction of a contract and remanding for retrial)

Caviglia v. Haight, Index no. 2018/0899 (Supr. Ct., Dutchess Co. 2018) (defeated polling site challenge filed by one Election Commissioner against another)

Muhammad v. Caviglia, Index no. 2017/1816 (Supr. Ct., Dutchess Co. 2017) (obtained ruling restoring candidate to ballot after Board of Elections had invalidated various nominating petition signatures)

Moore v. Madigan, 702 F.3d 933 (7th Cir. 2013) (holding the State of Illinois’s ban on carrying handguns unconstitutional)

In re Train Derailment Near Tyrone, Okla., 545 F. Supp. 2d 1373 (J.P.M.L. 2008) (granting multi-district consolidation and ordering defendants dismissed for lack of personal jurisdiction to return to original court)

Cosy Goose Hellas v. Cosy Goose USA, Ltd., 581 F. Supp. 2d 606 (S.D.N.Y. 2008) (finding no “joint venture,” but allowing claim for unjust enrichment to proceed between parties to a failed, unwritten business arrangement)

Other Recognitions: Selected as one of five worldwide participants in two-week *Dabelstein & Passehl Marine Insurance Law Scholarship* in Hamburg, Germany

Named *Litigator of the Year* in 2011 by the Shooter’s Committee on Political Education and U.S. Rep. Ann Marie Buerkle (NY-25)

PUBLICATIONS

- *Navigating the Straits of Settlement & Insolvency: A Reconciliation of Joint & Several Liability and Proportionate Settlement Under the Maritime Law*, 60 WASH. & LEE L. REV. 623 (2003)
- *Charterparties* (Chapter XVII) in BENEDICTS ON ADMIRALTY Vol. 8 (2010)
- *The Sullivan Law at 100: A Century of “Proper Cause” Handgun Licensing in New York State*, 14 NYSBA GOVERNMENT, LAW & POLICY JOURNAL 6 (2012)
- Acknowledged in Julian Cooke, et al, VOYAGE CHARTERS (3d ed. 2007)
- Acknowledged in Terence Coghlin, et al, TIME CHARTERS (6th ed. 2008)
- Acknowledged in Christian W.J. Cartner, et al, DEFENDING AGAINST PIRATES: THE INTERNATIONAL LAW OF SMALL ARMS, ARMED GUARDS AND PRIVATEERS YAGE CHARTERS (2011)

EXPERIENCE

2011 - present	DAVID JENSEN & ASSOCIATES Sole Member	Beacon, New York
2011 - 2012	DEORCHIS & PARTNERS, LLP Of Counsel	New York, New York

2010 - 2011	DUANE MORRIS LLP <i>AmLaw 100 Law Firm – Trial Department</i> <i>Associate Attorney</i>	Newark, New Jersey
2004* - 2010	BLANK ROME LLP <i>AmLaw 100 Law Firm – Corporate Litigation Department</i> <i>Associate Attorney</i>	New York, New York * Healy & Baillie, LLP merged effective Oct. 1, 2006
2003 - 2004	UNITED STATES DISTRICT COURT <i>The Honorable David A. Faber, Chief District Judge</i> <i>Law Clerk</i>	Beckley, West Virginia

OTHER SIGNIFICANT EXPERIENCE

- Acted as lead trial counsel in arbitration against major oil company that withheld balance of purchase price based on alleged breach of quality specifications following large petroleum sale; defendant settled on eve of arbitration for 80%.
- Successfully pursued subcontractor and its insurers that denied contractual “additional insured” coverage to client – ultimately recovered full indemnity against millions in damages that resulted from construction damage to underwater electricity cables.
- Invoked Inter-American Convention and Hague Convention to pursue claims against foreign companies based in both Brazil and China for damages resulting from when unsafely loaded shipments caused two U.S. train derailments.
- Acquired D&O insurer’s contribution – without litigation – to settlement of employment claim following coverage denial; also, obtained coverage for defense of trademark suit after CGL carrier denied coverage, again without litigation.
- Advised foreign client of countries in which it should organize a specialized subsidiary to claim favorable U.S. tax treatment and maintain maximal privacy, based on analysis of the terms of every potentially applicable tax treaty and letter of understanding.
- Successfully obtained preliminary injunction and stay of arbitration proceedings on ground that client company could not be bound to arbitrate on accepted *alter ego* or agency principles; assisted colleague in separate case to successfully obtain reconsideration of federal court’s order to arbitrate on similar grounds.
- Recovered unpaid funds from an insolvent corporation by locating and attaching contractual rights that were personally guaranteed by a principal.
- Served on Beacon, New York Zoning Board of Appeals from January 2018 to Present; currently serving as Chairperson.
- General Counsel for Sea Gate Police Foundation from 2012 to Present.
- Former insurance adjuster:
 - Adjuster, Leader National Insurance Co., 1998-1999
 - Branch Manager, Leader National Insurance Co., 1999-2000
 - Extended Handler, Progressive Insurance Co., 2000



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 155 OF 2022

**APPROVING THE APPOINTMENT OF
DAVID JENSEN TO THE PLANNING BOARD**

WHEREAS, there is currently a vacant seat on the City of Beacon Planning Board; and

WHEREAS, David Jensen applied to serve a term on the Planning Board beginning in 2023 and is recommended for appointment to such by Mayor Kyriacou.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints, with the consent of the City Council, David Jensen to the Planning Board to a term set to begin on January 1, 2023 and to expire on December 31, 2025.

Resolution No. 155 of 2022			Date: December 19, 2022				
☐ 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
12/19/2022

Title:

Resolution No. 156 - Appointing Stowe Boyd to the Zoning Board of Appeals

ATTACHMENTS

[Stowe Boyd Committee Application](#)

[Stowe Boyd Resume](#)

[Resolution Approving the Appointment of Stowe Boyd to the Zoning Board of Appeals](#)

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name	Stowe Boyd
Address	REDACTED
Phone Number	REDACTED
Alternate Phone	
Email Address	REDACTED
Committee You are Interested In	☐ Board of Assessment Review ☐ Board of Ethics ☐ Conservation Advisory Committee ☐ Emergency Management Committee ☐ Human Relations Commission ☒ Planning Board ☐ Recreation Committee ☐ Traffic Safety Committee ☒ Zoning Board of Appeals ☐ Any of the above ☐ Other
Available number of Hours per week (for Committee work)	5 hours
Occupation	Writer, analyst
Employer	Work Futures (self-employed)
Work Address	REDACTED
Work Phone	REDACTED

Education

- ☐ Some High School
☐ High School Diploma
☐ Some College
☐ Associates Degree
☐ Bachelor's Degree
☒ Master's Degree
☐ Doctorate Degree

Interest & Skills

housing, future of work, urbanism, tech

Areas of Expertise
(business & civic)

tech, future of work, writing, research

Reference

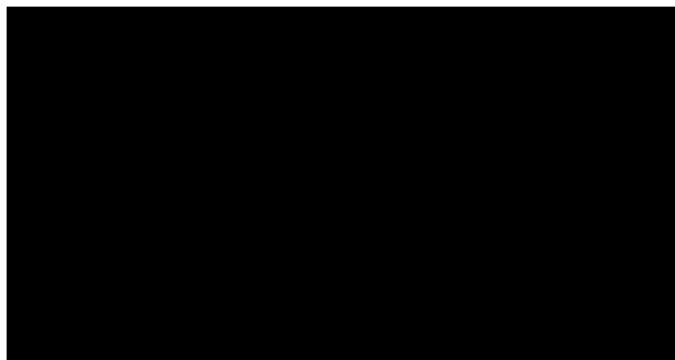
Reference Name

Address

Phone

Email Address

Relationship



Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: _____

Date: 2022-10-16

Stowe Boyd

Writer, analyst, thought leader



WORK EXPERIENCE

Work Futures — Managing Director

2016 – present

Work Futures (workfutures.org) is a research and analysis firm, producing a newsletter on the future of work (workfutures.io), and working with client companies in support of their research and thought leadership efforts. Those clients include many tech companies, including Cisco, Dell, IBM, Microsoft, and Google, as well as venture capital, management consulting, media, and consumer products companies. I've been a contributor to *Wired*, numerous Medium publications, *Webex Ahead*, and *Reworked*, to mention only a few.

Gigaom — Head of Research

2015 – 2016

After the relaunch of Gigaom in 2015, I joined the firm as head of research, growing a team of more than 20 analysts, hiring a head of sales, and setting the research agenda for the company. Also led research for work technologies as lead researcher.

Gigaom — Lead Researcher

2012 – 2015

Led research for work technologies – work management, project management, collaboration, work chat, and other sectors – and worked closely with tech vendors, such as Microsoft, Google, Smartsheet, and many others.

EARLIER EXPERIENCE

I became a technology analyst in 1994, after working in software as a programmer and executive. I worked with a precursor to Forrester and wrote the *Business Process Strategies* newsletter from 1995 to 2001. I was a columnist for *Darwin* and Lotus Developer's Journal. Contributor to *Wired*, *Knowledge Management Magazine*, and many other journals.

I was president of Corante, 2005 – 2007, an innovative blog publisher, and recognized as a media innovator by Social Media 100 in 2006.

I coined the term 'hashtag' in 2007, and 'work management' in 2013.

SKILLS

Writing and editing.

Technical research and analysis.

Social media.

ACHIEVEMENTS

Hashtag

Recognized as the originator of the term 'hashtag' by the [American Dialect Society](#) in 2013.

Social Media 100

2005

ACM National Lecturer

1990

EDUCATION

Boston University, Boston MA — *Master of Science, Computer Science*

Programming languages, operating systems, compilers. Created the Modular C language, and a programming environment for its use. Invited to adjunct faculty role.

University of Massachusetts, Amherst MA — *Bachelor of Science, Mathematics and Natural Sciences*

Biology, linguistics, discrete math, foreign languages, psychology.

Magna cum Laude, Phi Beta Kappa, Phi Kappa Phi.

HUDSON VALLEY ACTIVISM

Beacon NY, Main Street Access Committee — Chair and Co-Chair

Led the Main Street Access advisory committee from its founding through the present. Researched numerous aspects of traffic safety, parking, green space, and public life along Main Street and the surrounding areas, leading to dozens of recommendations, such as the naming and signage for the City's parking lots, proposals for traffic safety and renovating intersections, and a short , medium , and long term plan for parking across the city center.

BeaconArts — Board Member

Joined the board of directors of the non profit arts association in October 2022.

Chronogram's *The River* — Contributing Reporter

Researched and produced original stories on housing, economics, and business, starting in 2021.

***Highlands Current* — Columnist**

Writing a monthly column on economics, labor, and urbanism, starting in October 2022.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 156 OF 2022

**APPROVING THE APPOINTMENT OF
STOWE BOYD TO THE ZONING BOARD OF APPEALS**

WHEREAS, there is currently a vacant seat on the City of Beacon Zoning Board of Appeals; and

WHEREAS, Stowe Boyd applied to serve a term on the Zoning Board of Appeals beginning in 2023 and is recommended for appointment to such by Mayor Kyriacou.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints, with the consent of the City Council, Stowe Boyd to the Zoning Board of Appeals to a term set to begin on January 1, 2023 and to expire on December 31, 2025.

Resolution No. 156 of 2022			Date: December 19, 2022				
☐ 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
12/19/2022

Title:

Resolution No. 157 - Authorizing the City Administrator to Execute an Agreement with Brown & Brown, Inc. for NYMIR Insurance Services

ATTACHMENTS

[Brown & Brown, Inc. 2023 Proposal Premium Summary](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with Brown and Brown Insurance for NYMIR Insurance Services](#)

PROPERTY & CASUALTY

Proposal Prepared for

City of Beacon

Policy Period 01/01/2023 - 01/01/2024



Proposal Premium Summary

Premiums - 2023-2024

Line of Business	Insurance Company	2022-2023 Premium	2023-2024 Premium
Property	NYMIR	\$ 62,892.50	\$ 58,899.50
Boiler & Machinery	NYMIR	\$ 9,680.00	\$ 9,086.00
Commercial General Liability	NYMIR	\$ 145,515.70	\$153,265.20
Cyber	NYMIR	\$ 6,461.40	\$ 27,500.00
Crime	NYMIR	\$ 6,466.90	\$ 6,466.90
OCP - GL	NYMIR	\$ 275.00	\$ 275.00
Commercial Automobile	NYMIR	\$ 53,969.30	\$ 61,076.40
Inland Marine	NYMIR	\$ 28,981.70	\$ 29,023.50
Public Officials	NYMIR	\$ 28,614.30	\$ 29,889.20
Law Enforcement	NYMIR	\$ 85,657.00	\$ 87,974.70
Excess Liability	NYMIR	\$ 45,107.70	\$ 49,363.60
Sub-Total Premium*		\$ 473,621.50	\$ 512,820.00
NY Fire Fee		\$ 256.30	\$ 224.09
Motor Vehicle Enforcement Fee		\$ 730.00	\$ 720.00
Total Premium:		\$ 474,607.80	\$ 513,764.09



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 157 OF 2022

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
BROWN & BROWN INSURANCE, INC. FOR 2023 NYMIR INSURANCE SERVICES**

WHEREAS, the City of Beacon seeks to contract for NYMIR Insurance services for 2023; and

WHEREAS, Brown & Brown Insurance, Inc. (“Brown & Brown”) provides the above services and is willing and able to extend the same to the City of Beacon; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with Brown & Brown for NYMIR Insurance services for 2023, subject to approval by the City Attorney as to form and substance.

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

Resolution No. 157 of 2022			Date: December 19, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 158 - Authorizing the City Administrator to Execute an Agreement with WSP USA for Construction Inspection Services on the Fishkill/Teller Avenue Rehabilitation Project

ATTACHMENTS

Draft Agreement with WSP USA for Construction Inspection Services on the Fishkill/Teller Avenue Rehabilitation Project

Resolution Authorizing the City Administrator to Execute an Agreement with WSP USA for Construction Inspection Services on the Fishkill/Teller Avenue Rehabilitation Project

Engineering Consultant Agreement

PIN(s) 8758.80 & 8758.30 City of Beacon Contract No. _____

Agreement made this ____ day of _____, 20__ by and between

The City of Beacon

having its principal office at 1 Municipal Plaza, in the City of Beacon, NY
(to be known throughout this document as the "**Sponsor**")

and

WSP USA Inc.

having its office at 500 Summit Lake Drive, Suite 450, Valhalla, NY
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Agreement as **PINs 8758.80 & 8758.30- Rehabilitation of Teller Avenue and Fishkill Avenue** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, pursuant to Resolution No. _____, adopted by the Beacon City Council on December 19, 2022, the **City Administrator, Christopher White**, is authorized to enter this Agreement on behalf of the Sponsor.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following:

- **Agreement Form** - This document titled " Engineering Consultant Agreement";
- **Attachment A** - Project Description and Funding;
- **Attachment B** – Scope of Services;
- **Attachment C** - Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The Consultant shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment B.

2.2 The Consultant shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this Project. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment B.

2.3 The Consultant will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services and expenses hereunder the Sponsor shall pay to the Consultant, and the Consultant agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	○ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this Project. ○ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. ○ If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance	○ Actual cost incurred in the performance of this Agreement as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. ○ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit. ○ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.	○ The Consultant shall be paid in <u>monthly</u> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ○ Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	
Item IV	Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by subpart 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA. For the purpose of this Agreement, an accounting period shall be the Consultant 's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this Article and shall be a FAR compliant rate initially established as <u>134%</u> for office staff and <u>102%</u> for field staff, subject to audit.	
Item V	- Negotiated Lump Sum Fixed Fee. - Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.		
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$1,449,746.</u>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, NYSDOT and FHWA, shall have the right at all times to inspect the work of the Consultant.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the Consultant is advised that all of the following documents and submissions, as the same may be appropriate to this Agreement, are considered to be necessary to enable the commencement of the audit:

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said Agreement;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the Consultant of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the

Consultant under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the Consultant. The Consultant shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of the Agreement and constitutes extra work, the Consultant shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the Consultant for execution after approvals have been obtained from necessary Sponsor officials, and, if required from FHWA.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the Consultant agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The Consultant shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Consultant, its subcontractors, agents or employees in the performance of its service under this Agreement.

Further, it is expressly understood that the Consultant shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim

or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Agreement.

The Consultant shall procure and maintain for the duration of the Project, Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000), issued to and covering damage for liability imposed on the Consultant by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The Consultant shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

The Sponsor shall in no event be liable or responsible for damage or injury to any person or property caused by the use, maintenance, or operation of any vehicle or other equipment by, or the action of, Consultant or Consultant's employees, subcontractors and agents in performing the services. Consultant shall assume all liability for any injury, sickness, disease or death to any employee, subcontractor and/or agent arising out of or resulting from performance of the services.

ARTICLE 9. WORKERS' COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure Workers' Compensation Insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Worker's Compensation Law of the State of New York.

The Consultant shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this Agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this Agreement in the sum of at least \$1,000,000 (One Million Dollars) each. The automobile liability insurance policy shall include coverage for owned, non-owned and hired private passenger and commercial vehicles. The policies shall be written on a primary and non-contributing coverage basis. The Sponsor shall be named as Additional Insured on the policies.

The Consultant shall furnish a certified copy of said policies to the Sponsor at the time of execution of this Agreement. Certificates shall provide those thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Sponsor. Policies that lapse and/or expire during the term of work shall be recertified and received by the Sponsor no less than thirty (30) days prior to expiration or cancellation.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the Project existing in the office of the Sponsor or existing in the offices of the Consultant shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, NYSDOT, FHWA, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The Consultant agrees that no charges or claim for damages shall be made by the Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this Article will prevent the Consultant from exercising its rights under Article 7 of this Agreement.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Agreement upon seven (7) days written notice, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the Consultant, final payment shall be made based on the basis of the Consultant's compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the Consultant, the value of the work performed by the Consultant prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the Consultant to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as the Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Sponsor shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as the Consultant, all data and records pertaining to the Project shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the Consultant 's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The Consultant specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that Consultant will conduct itself consistent with such status, that Consultant will neither hold its representatives out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that Consultant will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The Consultant specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Agreement and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All Subcontractors and Subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other Subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT.

While federal regulation ([49 CFR 26.29](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49)¹) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

¹ <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signatory to this Agreement, being duly sworn, certifies that, except as noted below, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The parties certify, by signing this Agreement to the best of their knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting their bid or proposal that they shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the Consultant 's negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the Sponsor provided for under this Agreement are in addition to any other rights and remedies provided by law.
- D. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The Consultant agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Consultant is subject to fines of fifty dollars (\$50) per person per day for any violation of Section

220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the Project includes the preparation of an Environmental Impact Statement (EIS), the signatory to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for Project's ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

This does not preclude the Consultant from being awarded a future contract covering the work described in this Article.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the Consultant shall solicit a number of sealed bids from qualified Subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, the Consultant agrees, as a material condition of the Agreement, that neither the Consultant nor

any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If Consultant, or any of the aforesaid affiliates of the Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Consultant shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 Executory Agreement. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

31.2 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.

31.3 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.

31.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York.

31.5 Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both Parties hereto.

31.6 Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

31.7 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.

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

Sponsor	Consultant
Signature: _____	Signature: _____
Name: Christopher White	Name: _____
Title: City Administrator	Title: _____
Date: _____	Date: _____

ACKNOWLEDGMENT OF THE CITY OF BEACON

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this _____ day of _____, 20 __ before me, the subscriber, personally came **Christopher White** to me known, who, being by me duly sworn, did depose and say; that he resides in New Paltz, New York; that he is the City Administrator of the City of Beacon, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the Sponsor.

Notary Public, _____ County, NY

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this _____ day of _____, 20 _____ before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

Notary Public, _____ County, NY

Attachment A

Engineering Consultant Agreement Project Description and Funding

PIN: 8758.80 & 8758.30
BIN: N/A

Term of Agreement Ends: February 1, 2025

☐ Main Agreement ☐ Amendment to Contract ☒ Supplement to Contract

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: February 1, 2023

Finish Date: February 1, 2025

PROJECT DESCRIPTION:

PIN 8758.80 & 8758.30 – Rehabilitation of Teller Avenue and Fishkill Avenue

Project Location:

Teller Avenue between Wolcott Avenue and Main Street, Fishkill Avenue between Main Street to Beacon City Line, City of Beacon, NY

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$1,449,746

Attachment B:

Scope of Services

SECTION 8 - CONSTRUCTION SUPPORT

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

SECTION 9 - CONSTRUCTION INSPECTION

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Consultant, as part of the Agreement. The Consultant will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the Sponsor, contract administration and construction inspection services from such time as directed to

proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the Project.

9.03 Sponsor Project Manager

This Project Manager shall be the Sponsor's official representative on the contract, and the Consultant shall report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the Consultant shall submit to the Sponsor a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant shall provide all necessary health and safety related training, supervision, equipment and programs for inspection staff assigned to the Project.

9.06 Staff Qualifications and Training

The Consultant shall provide sufficient trained personnel to adequately and competently perform the requirements of this Agreement. The Consultant shall recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may interview before approval and reserves the right to disapprove any application. The employment of all Consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

It is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar

duties as a former NYSDOT employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the Consultant that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), FHWA's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former NYSDOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the Consultant who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to this certification would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by NYSDOT's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the Sponsor local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the Project.

B. Record Keeping & Payments to the Contractor

- 2) All records must be kept in accordance with the directions of the Sponsor and must be consistent with the requirements of the [NYSDOT Manual of Uniform Recordkeeping \(MURK\)](#).² The Consultant shall take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 3) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the Agreement. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 4) Unless otherwise modified by this Agreement, the Sponsor will check, and when acceptable, approve all structural shop drawings.
- 5) The Consultant must submit the final estimate of the Agreement to the Sponsor within four (4) weeks after the date of acceptance of the Agreement. All project records must be cataloged, indexed, packaged, and delivered to the Sponsor within five (5) weeks after the date of the acceptance of the Agreement.

Health & Safety/Work Zone Traffic Control

- 1) The Consultant must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the Agreement per Sponsor policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety and to

² <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

- 2) The Consultant is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the Agreement.

Monitoring Equal Opportunity/Labor Requirements

The Consultant must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the Agreement. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the Agreement, standard specifications, and the Sponsor's policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](https://www.dot.ny.gov/dotapp/ebo)³.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 8 Construction Support will include but not be limited to:
- Providing technical support during construction on questions relating to the design.
 - Providing assistance in construction bid proceedings.
 - Analysis of bids.
 - Review of shop drawings (if necessary).

Estimate requests that require effort will be made during the construction phase of the project.

- Section 9 Construction Inspection will include but not be limited to:
- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
 - Preparation of as-built plans.

Estimate construction will begin on February 15, 2023 and will be completed by November 15, 2024.

³ <https://www.dot.ny.gov/dotapp/ebo>

Field staff will share duties for PINs 8758.80 & 8758.30, as these projects are being combined to fund a single project, under one contract, with a single contractor.

10.02 Technical Assumptions

A full-time Resident Engineer and Senior Inspector shall be required for the duration of the Project, with part-time staffing during pre-construction and close-out. A part-time Office Engineer / Inspector will be required over half of the project duration, excluding pre-construction and close-out (20 hours/week on average). See Staffing Worksheet for full explanation of hours for each title.

Notwithstanding any provision of the Agreement, in the event that the Agreement budget is expended for any reason (other than a default by WSP) including but not limited to construction work continuing beyond the time period set forth in the Technical Assumptions, or if funds have not been appropriated or are not otherwise legally available to the City to fund the ongoing operations of WSP, WSP shall upon written notice to the City discontinue providing services until such time as a supplemental agreement for the ongoing/additional services is entered into and sufficient funds are appropriated or otherwise made available to the City to fund the ongoing/additional services or supplemental agreement.

Attachment C:

Staffing Rates, Hours, Reimbursables, and Fee

Attachment C, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES		OVERTIME
		PRESENT	PROJECTED	
GRADE	1/2022	1/2023	CATEGORY	
<u>WSP USA Inc.</u>				
Principal-in-Charge	VIII (A)	\$95.00	\$98.33	A
Project Manager	VII (A)	\$72.00	\$74.52	A
Resident Engineer	IV (N)	\$86.00	\$89.01	B
Sr Inspector / Office Engineer	III (N)	\$58.00	\$60.03	C
Inspector	II (N)	\$43.00	\$44.51	C
CAD Detailer	IV (A)	\$45.00	\$46.58	B
Project Engineer	VI (A)	\$50.00	\$51.75	B
Design Engineer II	V (A)	\$45.00	\$46.58	B
Designer I	IV (A)	\$40.00	\$41.40	B
<u>HVEA</u>				
Senior Inspector	III (N)	\$50.88	\$52.66	C
Inspector II	II (N)	\$38.31	\$39.65	C

OVERTIME POLICY

 Category A - No overtime compensation.
 Category B - Overtime compensated at straight time rate.
 Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
 Actual Rates to be billed

Attachment C, Page 2
WSP USA Inc. - Staffing Worksheet

Section	Straight Time		WSP USA, Inc.					HVEA		
	Task	Principal-in-Charge	Project Manager	Resident Engineer	CAD Detailer	Project Engineer	Design Engineer II	Designer I	Senior Inspector	Inspector II
SECTION 8 Construction Support	8.01 Construction Support		80		100	176	240	40		
	Subtotal, Section 8	0	80	0	100	176	240	40	0	0
	9.071 General and Pre-Construction Activities		8	80					40	
SECTION 9 Construction Inspection	9.072 Contractor Monitoring and Coordination		40	2988					2988	1056
	9.073 Meetings, Schedules, and General Admin		40	620					620	
	9.074 Post-Construction, Close-out, and Acceptance		8	80					40	
	Subtotal, Section 9 (Straight Time)	0	96	3768	0	0	0	0	3688	1056
Premium Time (See Exhibit A, Page 1 for Overtime compensation)										
	9.071 General and Pre-Construction Activities									
	9.072 Contractor Monitoring and Coordination									
	9.073 Meetings, Schedules, and General Admin									
	9.074 Post-Construction, Close-out, and Acceptance									
	Subtotal, Section 9 (Premium Time)	0	0	0	0	0	0	0	0	0
Total hours		0	176	3768	100	176	240	40	3688	1056
		Total Hours	4500						4744	
		Average Hourly Rates	\$98.33	\$74.52	\$46.58	\$51.75	\$46.58	\$41.40	\$52.66	\$39.65
		Technical Labor	\$0.00	\$13,115.52	\$4,657.50	\$9,108.00	\$11,178.00	\$1,656.00	\$194,213.03	\$41,871.30
		Total Technical Labor	\$375,105						\$236,084	

Assumptions:

1. Construction duration is estimated to be starting full time on Feb 15, 2023 and ending by November 15, 2024. If construction continues beyond November 15, 2024, additional funds may be required.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Project will be staffed with: (1) Project Manager, (1) full-time Inspector for construction duration, and close out, (1) full-time Office Engineer/Inspector for construction duration and closeout. The EIC & OE will be full-time during pre-construction and CAD Detailer will be part-time during close out. Staff will begin project set-up approx 2 weeks prior to Contractor NTP.
4. Any additional staff will be with prior approval by the City.
5. Premium time will be as per Exhibit A, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Attachment C, Page 3
Direct Non-Salary Expense

					<u>WSP USA</u>	<u>HVEA</u>
1. Travel						
PM to attend meetings - 65 miles per meeting						
20 meetings	1300	miles @	\$0.58	=	<u>\$747.50</u>	\$747.50
On-site vehicle usage - 10 miles/day/staff						
2.5 staff	10000	miles @	\$0.58	=	<u>\$5,750.00</u>	\$1,916.67
						\$3,833.33
TOTAL TRAVEL:				SAY	<u>\$2,665.00</u>	<u>\$3,834.00</u>
2. Independent Testing (As Required)						
Materials Testing					\$7,500.00	
Stockpile Testing					\$7,500.00	
Concrete Testing					\$7,500.00	
TOTAL TESTING:					<u>\$22,500.00</u>	<u>\$0.00</u>
3. Record Keeping and Payment Accounting Software (APPIA)						
Cost per license per year: \$ 2,100.00						
No. of years: 2 (Licenses are per yr or portion thereof)						
No. of licenses: 3 (PM, RE & OE/Chief Insp)						
TOTAL LICENSING FEES:					<u>\$12,600.00</u>	<u>\$0.00</u>
TOTAL DIRECT NON-SALARY COST					\$37,765.00	\$3,834.00

Attachment C, Page 4
Summary

		<u>TOTAL</u>	<u>Share 1</u> <u>PIN 8758.80</u> <u>Teller Avenue</u>	<u>Share 2</u> <u>PIN 8758.30</u> <u>Fishkill Ave</u>
Item IA, Direct Technical Salaries (Section 8) WSP Office		\$ 32,561	\$ 8,571	\$ 23,990
Item IB, Direct Technical Salaries (Section 9) HVEA Field		\$ 342,544	\$ 90,169	\$ 252,375
Item IC, Direct Technical Salaries (Section 9) WSP Field		\$ 236,084	\$ 62,145	\$ 173,939
Item IIA, Direct Non-Salary Cost (WSP)		\$ 37,765	\$ 9,941	\$ 27,824
Item IIB, Direct Non-Salary Cost (HVEA)		\$ 3,834	\$ 1,009	\$ 2,825
Item IIIA, Overhead (WSP Office)	134%	\$ 43,632	\$ 11,485	\$ 32,147
Item IIIB, Overhead (WSP Field)	102%	\$ 349,394	\$ 91,972	\$ 257,422
Item IIIC, Overhead (HVEA Field)	113%	\$ 266,775	\$ 70,224	\$ 196,551
Item IVA, Fixed Fee (WSP)	10%	\$ 76,813	\$ 20,220	\$ 56,593
Item IVB, Fixed Fee (HVEA)	12%	\$ 60,343	\$ 15,884	\$ 44,459
Total Estimated Cost		\$ 1,449,746	\$ 381,622	\$ 1,068,124
Maximum Amount Payable		\$ 1,449,746	\$ 381,622	\$ 1,068,124

Attachment C, Page 5
Personnel Schedule

	2023												2024												Jan	Feb	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
EIC / Chief Inspector																											
OE / Second Inspector																											
CSS / As-Bulits																											



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 158 OF 2022

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH WSP
USA FOR CONSTRUCTION INSPECTION SERVICES ON THE FISHKILL/TELLER AVENUE
REHABILITATION PROJECT**

WHEREAS, the City of Beacon seeks to contract for construction inspection services on the Fishkill/Teller Avenue Rehabilitation Project; and

WHEREAS, WSP USA provides the above services and is willing and able to extend the same to the City of Beacon; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with WSP USA for construction inspection services on the Fishkill/Teller Avenue Rehabilitation Project, subject to approval by the City Attorney as to form and substance.

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

Resolution No. 158 of 2022			Date: December 19, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 159 - Authorizing Amendments to the 2022 Operating Budget

ATTACHMENTS

[Revised Proposed Amendments to the 2022 Operating Budget](#)

[Resolution Authorizing Amendments to the City of Beacon 2022 Operating Budget](#)

Council Budget Amendments
December 19, 2022 Meeting

1. Amend the 2022 General Fund Police Budget to provide for overtime due to staff shortages and injuries. This can be covered by vacant patrol positions salary and will take the City through the end of the year. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3120-105000- OVERTIME	<u>\$ 63,000</u>
-----------------------------	------------------

TRANSFER FROM:

A -03-3120-101000- REGULAR SALARIES	<u>\$ 63,000</u>
-------------------------------------	------------------

2. Amend the 2022 General Fund Police Budget provide for increase to Crossing Guard Salaries. The decision was made mid-year to increase rates of pay due to not being able to find staff and having to fill shifts with Highway personnel on overtime. This can be covered by vacant patrol positions salary and will take the City through the end of the year. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3120-102000- CROSSING GUARD SALARIES	<u>\$ 5,000</u>
--	-----------------

TRANSFER FROM:

A -03-3120-101000- REGULAR SALARIES	<u>\$ 5,000</u>
-------------------------------------	-----------------

3. Amend the 2022 General Fund Highway Budget provide for overtime for milling and paving. The City milled and paved more the twice the normal amount and overtime was used to complete the jobs. This can be covered by amounts available in the Highway regular salary line. Below is the proposed budget amendment:

TRANSFER TO:

A -05-5110-103100- TEMPORARY POSITION	\$ 3,842
A -05-5110-105000- OVERTIME	<u>10,819</u>
	<u>\$ 14,661</u>

TRANSFER FROM:

A -05-5110-101000- REGULAR SALARIES	<u>\$ 14,661</u>
-------------------------------------	------------------

Council Budget Amendments
December 19, 2022 Meeting

4. Amend the 2022 General Fund Building and Highway Budget to provide for the payout of accumulated and unused time. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3620-190000- SEVERANCE/RETIREMENT PAY	\$ 55,569
A -03-3620-820000- SOCIAL SECURITY	4,251
A -05-5110-190000- SEVERANCE/RETIREMENT PAY	40,725
	<u>\$ 100,545</u>

TRANSFER FROM:

A -01-1990-400004- CONTINGENCY-RETIREMENT	\$ 21,353
A -01-1990-400001- CONTINGENCY FUND	79,192
	<u>\$ 100,545</u>

5. Amend the 2022 General Fund Insurance Budget to increased costs that were received after the 2022 Budget was adopted. Below is the proposed budget amendment:

TRANSFER TO:

A -01-1910-430000- INSURANCE PACKAGE POLICY	<u>\$ 36,920</u>
---	------------------

TRANSFER FROM:

A -01-1990-400001- CONTINGENCY FUND	<u>\$ 36,920</u>
-------------------------------------	------------------

6. Amend the 2022 General Fund Council and Recreation Budget to provide for appropriate classification for the uses of the participatory budgeting line. Below is the proposed budget amendment:

TRANSFER TO:

A -07-7140-250000- PURCHASE EQUIPMENT	<u>\$ 10,000</u>
---------------------------------------	------------------

TRANSFER FROM:

A -01-1010-470000- PARTICIPATORY BUDGETING	<u>\$ 10,000</u>
--	------------------

Respectfully submitted,
Susan K. Tucker CPA



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 159 OF 2022

**APPROVING AMENDMENTS TO THE
2022 CITY OF BEACON OPERATING BUDGET**

BE IT RESOLVED, that the City of Beacon City Council hereby authorizes the attached amendments to the 2022 Operating Budget.

Resolution No. 158 of 2022			Date: December 19, 2022				
☐ 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					

Council Budget Amendments
December 19, 2022 Meeting

1. Amend the 2022 General Fund Police Budget to provide for overtime due to staff shortages and injuries. This can be covered by vacant patrol positions salary and will take the City through the end of the year. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3120-105000- OVERTIME	<u>\$ 63,000</u>
-----------------------------	------------------

TRANSFER FROM:

A -03-3120-101000- REGULAR SALARIES	<u>\$ 63,000</u>
-------------------------------------	------------------

2. Amend the 2022 General Fund Police Budget provide for increase to Crossing Guard Salaries. The decision was made mid-year to increase rates of pay due to not being able to find staff and having to fill shifts with Highway personnel on overtime. This can be covered by vacant patrol positions salary and will take the City through the end of the year. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3120-102000- CROSSING GUARD SALARIES	<u>\$ 5,000</u>
--	-----------------

TRANSFER FROM:

A -03-3120-101000- REGULAR SALARIES	<u>\$ 5,000</u>
-------------------------------------	-----------------

3. Amend the 2022 General Fund Highway Budget provide for overtime for milling and paving. The City milled and paved more the twice the normal amount and overtime was used to complete the jobs. This can be covered by amounts available in the Highway regular salary line. Below is the proposed budget amendment:

TRANSFER TO:

A -05-5110-103100- TEMPORARY POSITION	\$ 3,842
A -05-5110-105000- OVERTIME	<u>10,819</u>
	<u>\$ 14,661</u>

TRANSFER FROM:

A -05-5110-101000- REGULAR SALARIES	<u>\$ 14,661</u>
-------------------------------------	------------------

Council Budget Amendments
December 19, 2022 Meeting

4. Amend the 2022 General Fund Building and Highway Budget to provide for the payout of accumulated and unused time. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3620-190000- SEVERANCE/RETIREMENT PAY	\$ 55,569
A -03-3620-820000- SOCIAL SECURITY	4,251
A -05-5110-190000- SEVERANCE/RETIREMENT PAY	40,725
	<u>\$ 100,545</u>

TRANSFER FROM:

A -01-1990-400004- CONTINGENCY-RETIREMENT	\$ 21,353
A -01-1990-400001- CONTINGENCY FUND	79,192
	<u>\$ 100,545</u>

5. Amend the 2022 General Fund Insurance Budget to increased costs that were received after the 2022 Budget was adopted. Below is the proposed budget amendment:

TRANSFER TO:

A -01-1910-430000- INSURANCE PACKAGE POLICY	<u>\$ 36,920</u>
---	------------------

TRANSFER FROM:

A -01-1990-400001- CONTINGENCY FUND	<u>\$ 36,920</u>
-------------------------------------	------------------

6. Amend the 2022 General Fund Council and Recreation Budget to provide for appropriate classification for the uses of the participatory budgeting line. Below is the proposed budget amendment:

TRANSFER TO:

A -07-7140-250000- PURCHASE EQUIPMENT	<u>\$ 10,000</u>
---------------------------------------	------------------

TRANSFER FROM:

A -01-1010-470000- PARTICIPATORY BUDGETING	<u>\$ 10,000</u>
--	------------------

Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 160 - Authorizing the 2023 City Council Meeting Dates and Times

ATTACHMENTS

[2023 City Council Calendar](#)

[Resolution Approving the 2023 City Council Meeting Dates and Times](#)

All City Council Meetings and Workshops will begin at 7:00 p.m. and take place in the courtroom at 1 Municipal Plaza, Beacon, NY 12508. Meetings are also broadcast via YouTube and Zoom.

2023

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JAN

January 2, 2023 - New Years Day

January 9, 2023 - City Council Workshop

January 16, 2023 - Martin Luther King Jr. Day

January 17, 2023 - City Council Meeting

January 23, 2023 - City Council Workshop

January 30, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

APR

April 3, 2023 - City Council Workshop

April 10, 2023 - City Council Meeting

April 17, 2023 - City Council Workshop

April 24, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

FEB

February 6, 2023 - City Council Workshop

February 13, 2023 - Lincoln's Birthday

February 14, 2023 - City Council Meeting

February 20, 2023 - Presidents' Day

February 21, 2023 - City Council Workshop

February 27, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MAY

May 1, 2023 - City Council Workshop

May 8, 2023 - City Council Meeting

May 15, 2023 - City Council Workshop

May 22, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAR

March 6, 2023 - City Council Workshop

March 13, 2023 - City Council Meeting

March 20, 2023 - City Council Workshop

March 27, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JUN

June 5, 2023 - City Council Workshop

June 12, 2023 - City Council Meeting

June 19, 2023 - Juneteenth

June 20, 2023 - City Council Workshop

June 26, 2023 - City Council Meeting

2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

KEY	
	Workshop
	Meeting
	Workshop/Meeting Hybrid

JUL

July 10, 2023 - City Council Workshop/Meeting

July 14, 2023 - City Council Workshop/Meeting

AUG

August 7, 2023 - City Council Workshop/Meeting

August 21, 2023 - City Council Workshop/Meeting

SEP

September 4, 2023 - Labor Day

September 5, 2023 - City Council Workshop

September 11, 2023 - City Council Meeting

September 18, 2023 - City Council Workshop

September 25, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCT

October 2, 2023 - City Council Workshop

October 9, 2023 - Indigenous Peoples Day

October 10, 2023 - City Council Meeting

October 16, 2023 - City Council Workshop

October 23, 2023 - City Council Meeting

NOV

November 6, 2023 - City Council Workshop

November 13, 2023 - City Council Meeting

November 20, 2023 - City Council Workshop

November 27, 2023 - City Council Meeting

DEC

December 4, 2023 - City Council Workshop

December 11, 2023 - City Council Meeting

December 18, 2023 - City Council Workshop/Meeting



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 160 OF 2022

APPROVING THE 2023 CITY COUNCIL MEETING DATES AND TIMES

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the attached 2023 City Council Meeting Dates and Times.

Resolution No. 160 of 2022			Date: December 19, 2022				
☐ 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					

All City Council Meetings and Workshops will begin at 7:00 p.m. and take place in the courtroom at 1 Municipal Plaza, Beacon, NY 12508. Meetings are also broadcast via YouTube and Zoom.

2023

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JAN

January 2, 2023 - New Years Day

January 9, 2023 - City Council Workshop

January 16, 2023 - Martin Luther King Jr. Day

January 17, 2023 - City Council Meeting

January 23, 2023 - City Council Workshop

January 30, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

APR

April 3, 2023 - City Council Workshop

April 10, 2023 - City Council Meeting

April 17, 2023 - City Council Workshop

April 24, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

FEB

February 6, 2023 - City Council Workshop

February 13, 2023 - Lincoln's Birthday

February 14, 2023 - City Council Meeting

February 20, 2023 - Presidents' Day

February 21, 2023 - City Council Workshop

February 27, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MAY

May 1, 2023 - City Council Workshop

May 8, 2023 - City Council Meeting

May 15, 2023 - City Council Workshop

May 22, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAR

March 6, 2023 - City Council Workshop

March 13, 2023 - City Council Meeting

March 20, 2023 - City Council Workshop

March 27, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JUN

June 5, 2023 - City Council Workshop

June 12, 2023 - City Council Meeting

June 19, 2023 - Juneteenth

June 20, 2023 - City Council Workshop

June 26, 2023 - City Council Meeting

2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

KEY	
	Workshop
	Meeting
	Workshop/Meeting Hybrid

JUL

July 10, 2023 - City Council Workshop/Meeting

July 14, 2023 - City Council Workshop/Meeting

AUG

August 7, 2023 - City Council Workshop/Meeting

August 21, 2023 - City Council Workshop/Meeting

SEP

September 4, 2023 - Labor Day

September 5, 2023 - City Council Workshop

September 11, 2023 - City Council Meeting

September 18, 2023 - City Council Workshop

September 25, 2023 - City Council Meeting

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCT

October 2, 2023 - City Council Workshop

October 9, 2023 - Indigenous Peoples Day

October 10, 2023 - City Council Meeting

October 16, 2023 - City Council Workshop

October 23, 2023 - City Council Meeting

NOV

November 6, 2023 - City Council Workshop

November 13, 2023 - City Council Meeting

November 20, 2023 - City Council Workshop

November 27, 2023 - City Council Meeting

DEC

December 4, 2023 - City Council Workshop

December 11, 2023 - City Council Meeting

December 18, 2023 - City Council Workshop/Meeting

City of Beacon City Council Agenda
12/19/2022

Title:

Resolution No. 161 - Authorizing the City Administrator to Execute an Agreement with United Safety, LLC for the Beacon Fire Station Abatement Project

ATTACHMENTS

[Bid Award Recommendation from Architect and Construction Manager](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with United Safety, LLC for the Beacon Fire Station Abatement Project](#)

MITCHELL ASSOCIATES ARCHITECTS, PLLC

• EMERGENCY SERVICES FACILITIES •

RECOMMENDATION FOR AWARD

Dated: December 7, 2022

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

Project Name: Beacon Fire Station Abatement
Contract No.1 Abatement Contractor (AC)

Dear Mr. White,

Pursuant to a successful invitation to bid, Mitchell Associates Architects, PLLC (**MAA**) and The Palombo Group (**TPG**) reviewed a total of eight (8) submitted bids for the Beacon Fire Station Abatement Project. Bids were reviewed for their completeness and adherence to the project scope along with their submitted paperwork and bonding. The apparent low bidder was **United Safety, LLC** of 22 Troy Lane, Lincoln Park, NJ 07035. Received bids ranged from a low of \$132,200 to a high of \$234,000.

Upon verification that the apparent low bidder's paperwork was complete and in adherence with the project bidding requirements, an interview was organized and led by Tom Chesser of TPG. Mr. Chesser ran a well-organized and thorough interview with United Safety, LLC with participation by members of MAA's office, the City of Beacon, and the Beacon Fire Department. The interview document verified that the bidder was comfortable with their bid, that it contained all necessary scope to complete the project within the required timeline and that it contained no exclusions or variances from the written project scope.

With all the correct and desired answers provided by this low bidder and knowledge that United Safety, LLC has worked on previous TPG projects in the past with great success, it is the recommendation of MAA to award this Beacon Fire Station Abatement Project to United Safety, LLC in the amount of \$132,200.00.

Sincerely,



Kenneth Gale, Assoc. AIA, NCARB
Mitchell Associates Architects, PLLC

**Commitment to
Quality
in Construction Management**

Wednesday, December 07, 2022

CONSTRUCTION MANAGEMENT

Mr. Chris White
City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508

GENERAL CONTRACTING

DESIGN BUILD

**Re: Bid Award Recommendation – City of Beacon Fire Station
Abatement Project**

STRATEGIC PLANNING /
CONSULTING

Mr. White:

FACILITIES MANAGEMENT

On Wednesday, November 23, 2022, bids were received for the above referenced project. The following is our bid award recommendation for this project.

SUMMARY OF PROPOSED CONTRACT BIDS

THE PALOMBO GROUP

6030 ROUTE 82

VILLAGE CENTRE

PO BOX 74

STANFORDVILLE NY 12581

T.845.868.1239

F.845.868.1220

Upon review of the Bid Results for the above referenced project The Palombo Group & Mitchell Associates Architects, PLLC find we are within our estimated budget. We have conducted an in depth review of the scope of work with the low bidder and, based on our findings, offer the City the following for consideration.

The Palombo Group finds no reason to believe that the low bidder will not complete their scope of work. We are familiar with and have successfully worked with the low bid contractor previously therefore we see no reason why the following contract should not be awarded to the subsequent low bidder.

www.thepalombogroup.com

Bidder Qualifications attached for reference.

ABATEMENT CONTRACT (AC) – CONTRACT NO. 1
United Safety LLC
Lincoln Park, NJ

BASE BID \$132,200.00

TOTAL CONTRACT VALUE \$132,200.00

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

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

Very truly yours,
THE PALOMBO GROUP

Tom Chesser

Tom Chesser, Project Manager



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 161 OF 2022

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
UNITED SAFETY, LLC FOR THE BEACON FIRE STATION ABATEMENT PROJECT**

WHEREAS, the City of Beacon seeks to contract for abatement services at Lewis Tompkins Hose Fire Station; and

WHEREAS, the City of Beacon issued a request for bid under COB Bid No. 2022-011 for the Beacon Fire Station Abatement Project; and

WHEREAS, the City of Beacon received and opened bids on November 23, 2022 and the City of Beacon Architect and Construction Management Team determined that United Safety, LLC was the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with United Safety, LLC for abatement services at Lewis Tompkins Hose Fire Station, subject to approval by the City Attorney as to form and substance.

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

Resolution No. 161 of 2022			Date: December 19, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

**City of Beacon City Council Agenda
12/19/2022**

Title:

December 5, 2022 Minutes

ATTACHMENTS

[December 5, 2022 Minutes](#)



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

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

December 5, 2022
7:00 PM
City Council
Draft
Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

<https://vimeo.com/user1296488>. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

Mayor Lee Kyriacou

Councilmember Paloma Wake, At Large

Councilmember George Mansfield, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Justice McCray, Ward Two

Councilmember Wren Longno, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Chris White, City Administrator

Drew Victoria Gamils, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

Swearing in of Jerome Burton to the Position of Police Officer

Presentation by Dutchess County Industrial Development Agency Regarding PILOT Programs

Public Comment

Public Hearings

Public Hearing for Proposed Local Law No. 12 Which Amends Chapter 119 of the Code of the City of Beacon Concerning the Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code to Incorporate Recent Updates to 19 NYCRR Part 1203

Motion to open the public hearing by Councilmember Rhodes.

Second by Councilmember McCray.

Motion passes 7 – 0.

Motion to close the public hearing by Councilmember Rhodes.

Second by Councilmember McCray.

Motion passes 7 – 0.

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. Resolution No. 142 - Authorizing the City Administrator to Sign an Agreement with Keane & Beane, P.C. for Legal Services
2. Resolution No. 143 - Authorizing the City Administrator to Sign an Agreement with Lanc & Tully Engineering and Surveying, P.C. for Engineering Services
3. Resolution No. 144 - Authorizing the City Administrator to Sign an Agreement with John Clarke Planning and Design, LLC for Planning Services

Motion to consider and vote on Resolutions No. 142, 143, and 144 simultaneously by Councilmember Longno.

Second by Councilmember Mansfield.

Motion passes 7 – 0.

Motion to pass Resolutions. No. 142, 143, and 144 by Councilmember Longno.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

4. [Resolution No. 145 - Approving Proposed Local Law No. 12 Which Amends Chapter 119 of the Code of the City of Beacon Concerning the Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code to Incorporate Recent Updates to 19 NYCRR Part 1203](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

5. [Resolution No. 146 - Authorizing the Naming of the Townsend Street Extension](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Longno.

Motion passes 7 – 0.

6. [Resolution No. 147 - Approving Amendments to the 2022 Operating Budget](#)

Motion to pass the resolution by Councilmember Wake.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

Approval of Minutes

1. [November 21, 2022 Minutes](#)

Motion to approve the minutes, as amended to correct the public hearing voting on November 21, 2022, by Councilmember Mansfield.

Second by Councilmember Wake.

Motion passes 7 – 0.

Public Comment - Second Opportunity

Adjournment

Motion to adjourn by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.