



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

**August 7, 2023
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Public Hearings

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 85 - Appointing Liz Clough to the Position of Account Clerk Typist](#)
2. [Resolution No. 86 - Authorizing the Leasing of the Welcome Center at 1146 Wolcott Avenue to the Beacon Chamber of Commerce](#)
3. [Resolution No. 87 - Authorizing the Leasing of the Memorial Building at 425 Main Street to the American Legion](#)
4. [Resolution No. 88 - Authorizing the Issuance of Serial Bonds](#)

Approval of Minutes

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

Public Comment - Second Opportunity

Adjournment

City of Beacon City Council Agenda
08/07/2023

Title:

Resolution No. 85 - Appointing Liz Clough to the Position of Account Clerk Typist

ATTACHMENTS

[Liz Clough Resume](#)

[Director of Finance Memorandum for the Appointment of Liz Clough to the Position of Account Clerk Typist](#)

[Resolution Appointing Liz Clough to the Position of Account Clerk Typist](#)

EXPERIENCE:

Veterinary Technician / Receptionist

Emancipet Veterinary Clinic | The Spayed Club | SPCA | Philadelphia, PA | 2016 - 2021

Saugerties Animal Hospital | Saugerties, NY | 2022 - present

- Conducted preliminary patient workups to gather patient history.
- Evaluated incoming patients to determine treatment needs and urgency of care.
- Administered medications, vaccines, and treatments as instructed by the Veterinarian.

Independent Contractor

Dog Walker | 2016 - 2022

Freelance Artist | Philadelphia, PA | 2016 - 2021

RYT-400 Certified Yoga instructor | 2012 - present

- Managing my own schedule, handling payments and all client communications.
- Running a website to sell my work and run art shows.

Accounting Assistant

Emancipet Veterinary Clinic | Philadelphia, PA | 2017 - 2019

- Analyze financial and medical records to verify entry and billing code accuracy.
- Organized budget documentation and tracked expenses.

Gift Shopkeeper

Bartram's Garden Welcome Center | Philadelphia, PA | 2016 - 2017

- Reviewed and resolved differences between accounting information and cash drawer.
- Restocked, arranged and organized merchandise in front lanes to drive product sales.

Inventory Manager

Sky Lake Retreat Center | Rosendale, NY | 2014 - 2016

- Stocked inventory for an industrial kitchen; Managed time tables.
- Submitted vendor payments and handled material invoicing.

Hostess / Waitress

Gab's Veg Table | Kingston, NY | 2021- present as needed

Shine Restaurant and Brewery | Boulder, CO | 2012 - 2014

- Working effectively and calmly in a fast-paced environment.

Office Assistant

SUNY New Paltz Center for Int'l Programs | New Paltz, NY | 2010 - 2012

- Proficient in Microsoft Suite for data entry and record keeping.
- Answered telephone inquiries, scheduled meetings.

EDUCATION:

State University of New York at New Paltz | New Paltz, NY

B.A. in Art History and Anthropology | GPA: 3.8, Cum Laude, Dean's Honor List

Memorandum
Finance Department



To: Chris White

From: Susan Tucker

Re: Account Clerk Typist

Date: August 4, 2023

Please be advised that on July 21st, August 2nd and August 4th we conducted interview to fill the position of Account Clerk Typist due to the vacancy at City Hall. The interviews were conducted with Sara Morris, Kristine Marino and myself for the first 2 dates and Ben Swanson and myself for the final date. Based on the interviews it was our determination to move forward with hiring the following individual to fill the position:

Liz Clough

Thank you!



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 85 OF 2023

**APPOINTING LIZ CLOUGH TO THE POSITION OF
ACCOUNT CLERK TYPIST**

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

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

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

Resolution No. 85 of 2023			Date: August 7, 2023				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
08/07/2023

Title:

Resolution No. 86 - Authorizing the Leasing of the Welcome Center at 1146 Wolcott Avenue to the Beacon Chamber of Commerce

ATTACHMENTS

Draft Agreement with the Beacon Chamber of Commerce for Lease of the Welcome Center

Resolution Authorizing the Leasing of the Welcome Center at 1146 Wolcott Avenue to the Beacon Chamber of Commerce

**LEASE AGREEMENT
CITY OF BEACON WELCOME CENTER**

This LEASE AGREEMENT (this “Lease”) is entered into as of the _____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF BEACON, a New York municipal corporation with offices at One Municipal Plaza, Beacon, New York, 12508 (the “Landlord”) and the BEACON CHAMBER OF COMMERCE, INC. an Domestic Not-for-Profit Corporation with an address of 1146 Wolcott Avenue, Beacon, NY 12508 (the “Tenant”).

WITNESSETH:

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

1. Lease of Premises: Subject to the covenants, agreements, terms, provisions, limitations and conditions set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the building located at 1146 Wolcott Avenue, Beacon, New York 12508, known and designated as the City of Beacon Welcome Center (the “Welcome Center”, the “Building”, or the “Premises”). Tenant acknowledges that the Building is being delivered decorated with certain artwork (including without limitation a mold of Muhammed Ali’s hand) and fixtures belonging to Landlord, which shall remain in place throughout the Term of this Lease. Tenant agrees that all such artwork and fixtures shall remain the property of Landlord at all times and shall not be disturbed or removed from the Building without prior consent of Landlord. Tenant is leasing the Premises “AS IS, WHERE IS” on the date hereof. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Lease and which expressly refers to this Lease.

2. Use. The Premises is to be used by Tenant, who shall act as Manager of the Welcome Center, primarily to provide information to visitors and tourists to the City of Beacon. Tenant shall also be permitted to use the Welcome Center for Chamber of Commerce Board meetings and for storage of office supplies for use by the Chamber of Commerce and its members. The foregoing authorized uses of the Premises are hereinafter collectively referred to as the “Permitted Use”. If any governmental license or permit shall be required for the proper and lawful conduct of the Permitted Use, Tenant, at its sole cost and expense, shall duly procure and maintain such license(s) or permit(s), and at Landlord’s request, submit the same for inspection by Landlord. Tenant shall at all times comply with the terms and conditions of each such license or permit. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done on the Premises which would in any way: (i) violate any laws or requirements of public authorities; (ii) make void or voidable any fire or liability insurance policy then in force with respect to the Premises; (iii) make unobtainable, or more expensive, from reputable insurance companies authorized to do business in New York State at standard rates any fire insurance with extended coverage, or liability, elevator or boiler or other

insurance with respect to the Premises; (iv) cause physical damage to the Premises or any part thereof; (v) constitute a public or private nuisance; (vi) result in the discharge of objectionable fumes, vapors or odors into the air conditioning system or into flues or vents not designed to receive them; or (vii) impair or interfere with or tend to impair or interfere with the use of any of the other areas of the building.

3. Term: Unless earlier terminated in accordance with the terms hereof, the term of this Lease (the “**Initial Term**”) shall be a period of one (1) year, beginning on _____, 2023 (the “**Commencement Date**”) and ending on _____, 2024.

4. Renewal. Unless earlier terminated in accordance with the terms of this Lease, the Initial Term shall be automatically extended for four (4) successive one-year periods (each an “**Extension Term**”). The Initial Term, as extended by any Extension Term, is collectively referred to herein as the “**Term**.” The date upon which the Term either expires or is terminated is hereinafter referred to as the “**End Date**”.

5. Landlord’s Right to Terminate. Landlord reserves the right to terminate this Lease, for any reason or no reason at all, upon sixty (60) days advance written notice to Tenant.

6. Rent: The annual base rent payable under this Lease (the “**Base Rent**”) for the Initial Term, and any Extension Term, is Ten Dollars (\$10.00) per annum. Tenant shall pay Landlord the Base Rent for the Initial Term upon execution of this Lease. Thereafter, Base Rent shall be due and payable upon each anniversary of the Commencement Date. Any sums payable under this Lease other than Base Rent are collectively referred to as “**Additional Rent**”. Base Rent and Additional Rent are collectively referred to as “**Rent**”.

7. Tenant’s Duties as Welcome Center Manager/Operator. Tenant shall serve as Manager and Operator of the Welcome Center. Tenant shall: oversee and keep a record of individuals possessing keys to the Building; staff the Welcome Center based on availability of volunteers; and oversee the tourism information function of the Welcome Center. Tenant acknowledges and agrees that volunteers staffing the Welcome Center are Chamber of Commerce sponsored volunteers, not City of Beacon sponsored volunteers. The “official hours” for the Welcome Center shall be those hours when staffing can be reliably guaranteed. These hours shall be posted outside the Welcome Center.

Tenant shall provide information to visitors, including about Beacon’s businesses, history, interesting facts about Beacon, etc. Tenant agrees to display information provided from any business or organization located within the City of Beacon, free of charge, irrespective of whether such business or organization is a Member of the Chamber of Commerce. No direct sales or rentals of merchandise or services shall be conducted at the Premises.

8. Utilities. Landlord shall pay for electricity, including electric heat, to the Premises. Tenant shall during the Term of this Lease pay and discharge punctually, as and when the same shall become due and payable, all charges for telephone, cable/fiber optics, internet and other services furnished to the Premises during the Term (hereinafter referred to as “**Utility Expenses**”) directly to the utility charging such Utility Expenses. All contracts and accounts for the services described in the preceding sentence shall, unless otherwise required by Landlord, be established in

the name of Tenant directly with the service provider as Tenant shall be responsible for securing such service.

9. Building Casualty Insurance. Landlord shall be responsible, at its sole cost and expense, for insuring the Building and Landlord's personal property located therein against loss by fire or other casualty, through such insurance companies and in such coverage amounts as Landlord shall elect.

10. Tenant's Property Insurance. Tenant is not required by this Lease to obtain or maintain insurance covering damage or injury to, or theft of, Tenant's personal property at the Premises, but Tenant acknowledges and agrees that no such coverage shall be maintained by Landlord for Tenant's benefit.

11. Tenant's Liability Insurance. Tenant shall be required to, at its sole costs and expense, maintain general liability insurance coverage at all times during the term of this Lease, through an insurance company(ies) and in such coverage and deductible amounts as Landlord shall approve. Landlord shall be named on Tenant's liability policy(ies) as an Additional Insured, with rights to notice of cancellation and renewal. Tenant shall provide Landlord with certificates of insurance evidencing compliance with the terms of this Paragraph. Tenant waives any right of subrogation under any of its insurance policies.

12. Default. Should Tenant fail to pay Rent or any part of the Rent; fail to comply with any other term of this Lease; or vacate the Premises at any time during the Term, then Landlord may re-enter and take possession of the Welcome Center by any lawful means, and remove the Tenant and any other person on the Premises and their property, by dispossession proceedings, or by other lawful means, without being liable in any way.

13. Surrender at End of the Term: On the End Date, Tenant will surrender the Premises broom clean, in at least as good condition as presently exists, subject to ordinary wear and tear and damage by casualty. Tenant shall remove all property of Tenant from the Premises and repair any damage caused by such removal.

14. Tenant Alterations. Tenant shall make no changes in or to the Premises of any nature whatsoever without Landlord's prior written consent. Tenant shall, for the duration of this Lease, take good care of the Premises, ordinary wear and tear excepted. Tenant, at its expense, shall be responsible for repairing all damage or injury to the Premises and the systems and equipment thereof, whether requiring structural or nonstructural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor or service done for or supplied to Tenant or any permitted subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any permitted subtenant. Tenant, at its sole cost and expense, shall repair all damage to the Premises caused by the moving of Tenant's fixtures, furniture and equipment. Unless caused by the neglect or other fault of Landlord or its employees, agents or contractors, Tenant, at its sole cost and expense, shall replace all broken glass in or about the Premises and shall be responsible for the repair and maintenance of all lighting fixtures therein. Tenant shall promptly make, at Tenant's sole cost and expense, all repairs in and to the Premises for which Tenant is responsible, using only contractors approved by Landlord, which approval shall

not be unreasonably withheld or delayed. Where Tenant fails to perform or cause to be performed any repair contemplated by this paragraph for a period of ten (10) days or more, Landlord, at its option, may perform such repairs at Tenant's expense, provided such repairs are promptly made at reasonable cost.

15. Landlord Services. Landlord, at its expense, shall keep and maintain the Premises and its fixtures, appurtenances, systems and facilities serving the Premises (including the plumbing, electrical, heating, air conditioning and other building systems, but excluding the alarm system) in good working order, condition and repair and shall make all repairs, structural and otherwise, interior and exterior, as and when needed in or about the Premises, except for those repairs for which Tenant is responsible pursuant to any other provisions of this Lease or caused by Tenant's negligence. Landlord reserves the right, without any liability to Tenant, except as otherwise expressly provided in this Lease, and without being in breach of any covenant of this Lease, to stop, interrupt, or suspend service of the heating, ventilating, air conditioning, water, electric, sanitary or other building systems serving the Premises, or the rendition of any other services required of Landlord under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, mechanical breakdowns, the making of repairs or changes which Landlord is required by this Lease or by law to make, or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of Events of Force Majeure. In each instance, Landlord shall use best efforts to eliminate the cause of stoppage and to effect restoration of service and shall give Tenant reasonable notice, when practicable, of the commencement and anticipated duration of such stoppage, and if any work is required to be performed in or about the Premises for such purpose, such work shall be performed in a manner as, to the extent practicable, will not unreasonably interfere with Tenant's use and occupancy of the Premises. Landlord shall have no responsibility or liability to Tenant by reason of any interruption, stoppage, or suspension of any of the building systems or services arising out of the causes set forth in this section. The term "Events of Force Majeure," as used throughout this Lease, shall mean any delays due to acts of nature, governmental restrictions or guidelines, strikes, labor disturbances, shortages of materials and supplies and for any other causes or events whatsoever beyond Landlord's reasonable control. Except as expressly otherwise provided in this Lease and in instances caused by Landlord's negligent or otherwise wrongful act or omission, Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to Tenant's business arising from Landlord making repairs or changes or performing maintenance services, whether or not Landlord is required or permitted by this Lease or by law to make such repairs or changes or to perform such services in or to any portion of the building or the Premises, or in or to the fixtures, equipment, or appurtenances of the building or the Premises, provided that Landlord shall be reasonably diligent with respect thereto and shall perform such work, except in case of emergency, at times reasonably convenient to Tenant and otherwise in such a manner and to the extent practicable as will not unreasonably interfere with Tenant's use and occupancy of the Premises. If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or apply for a bond discharging such lien within thirty (30) days after notice from Landlord to Tenant of the filing thereof. Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

16. Cleaning; Trash Removal. Tenant shall maintain the Premises in an orderly and clean fashion. Landlord shall provide cleaning supplies for the Premises and supplies for the restroom(s) and arrange for removal of Tenant's refuse and rubbish from the Building to an appropriate disposal area.

17. Signs. With the exception of the signs set forth in Schedule "A", Tenant shall not place, erect or maintain any sign, sticker, poster, notice, advertising material, display or any item of any kind or nature on the inside or outside of the windows or exterior of the Premises without prior written approval of Landlord. Upon termination of this Lease, Tenant, at its sole cost and expense, shall remove any signage which Landlord consented to under this paragraph.

18. Access to Premises. Landlord shall have the right to enter the Premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the Premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors, or ceiling.

19. Indemnity. Tenant covenants and agrees to indemnify and save harmless Landlord, its agents, employees contractors, licensees and invitees (collectively the "Landlord Indemnified Parties") from and against any and all liability (statutory or otherwise) claims, suits, demands, damages, judgments, costs, interests, and expenses, including, without limitation, counsel fees and disbursements incurred in the defense of any action or proceeding whether incurred in a third-party action or in an action brought by Tenant, to which the Landlord Indemnified Parties may be subject or which they may suffer by reason of, or by reason of any claim for, any injury to, or death of, any person or persons, or damage to property (including any loss of use thereof) (i) arising from or in connection with the occupancy or use of, or from any work, installation, or thing whatsoever done in or about the Premises, the building or the Landlord's real property where the building is located for the duration of this Lease, or any extension or renewal thereof, caused by Tenant, (ii) resulting from any default by Tenant in the performance of Tenant's obligations under this Lease or (iii) resulting from any act, omission, or negligence of Tenant or of any of Tenant's officers, directors, agents, contractors, employees, subtenants, licensees, or invitees. Tenant shall not be responsible for liabilities resulting from the negligence or willful misconduct of the Landlord Indemnified Parties. In no event shall Landlord or Tenant be liable under this Lease for any consequential, incidental, punitive, indirect, or special damages or any other liabilities not expressly set forth herein, regardless of legal theory or negligence provided, that consequential, incidental, punitive, indirect, or special damages shall be deemed to be direct damages in an indemnification payment otherwise due under this provision reimbursing payments for consequential, incidental, punitive, indirect, or special damages made by an indemnified party to a third party in a third party action.

20. Miscellaneous.

(a) The person(s) executing this Lease on behalf of Tenant hereby represent and warrant that they have been duly authorized to execute this Lease for and on behalf of Tenant. The person(s) executing this Lease on behalf of Landlord hereby represent and warrant that they have been duly authorized to execute this Lease for and on behalf of Landlord.

(b) This Lease shall be governed in all respects by and construed under the laws of the State of New York without reference to the choice of law provisions thereof.

(c) The Article headings in this Lease are inserted only as a matter of convenience or reference, and are not to be given any effect whatsoever in construing this Lease.

21. Assignment, Mortgage, Etc. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised Premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance.

22. Building Alterations and Management. Landlord shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building; to change the parking area and access thereto from the building and from the nearest public road; and to change the name, number or designation by which the building may be known. Furthermore, Tenant shall not have any claim against Landlord by reason of Landlord's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Landlord may deem necessary for the security of the building and its occupants.

23. No Representations by Landlord: Tenant accepts the Premises "as is." Landlord shall not be required to perform any work with respect to the Premises for the duration of this Lease or any extension or renewal thereof. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the by physical condition of the Premises, the land upon which it is erected or the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this Lease. Tenant has inspected the building and the Premises and is thoroughly acquainted with their condition and agrees to take the same "as-is", and acknowledges that the taking of possession of the Premises by Tenant shall be conclusive evidence that said Premises were in good and satisfactory condition at the time such possession was so taken, except as to latent defects.

24. Merger. This Lease alone fully and completely expresses the agreement between Landlord and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought

25. No Waiver. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease set forth herein or hereafter adopted, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation and Landlord shall not have waived its right to seek any remedy available to it pursuant to this Lease or by law.

26. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant's use of, or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counter claims.

27. Inability to Perform. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations, or decorations, or is unable to supply or is delayed in supplying, any equipment, fixtures, or other materials, if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions which have been or are affected, either directly or indirectly, by war or other emergency.

28. Successors. Unless otherwise stated, the Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or the Tenant.

29. Amendments. This Lease can be changed only by an agreement in writing signed by the parties to the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first set forth above.

LANDLORD:

TENANT:

CITY OF BEACON

BEACON CHAMBER OF COMMERCE, INC.

By: _____

By: _____

Name: Christopher White

Name: Patrick Moroney

Title: City Administrator

Title: President

Date: _____

Date: _____

SCHEDULE “A”

PERMITTED SIGNAGE

- Tenant shall be permitted to indicate via “tent card” or other signage that the Beacon Chamber of Commerce (the “Chamber”) is managing the Welcome Center and staffing the Welcome Center during those hours in which it is doing so; other tent cards will be used to indicate when other organizations are staffing the Center with volunteers. The signs will read: “The Beacon Welcome Center is managed by the Beacon Chamber of Commerce and staffed by volunteers.” “The Center is now being staffed by [name of organization].”
- The “official hours” for the Welcome Center shall be posted outside the Welcome Center.
- An OPEN/CLOSED sign and HOURS BOARD will be used outside the building to inform visitors when the Welcome Center is open.
- The Chamber will not be permitted to post signage on the outside of the building that indicates that the building is the office of the Chamber of Commerce.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 86 OF 2023

**AUTHORIZING THE LEASING OF THE WELCOME CENTER AT 1146 WOLCOTT
AVENUE TO THE BEACON CHAMBER OF COMMERCE**

WHEREAS, the City Council (“City Council”) of the City of Beacon (the “City”) desires to lease certain space within the building located at 1146 Wolcott Avenue, Beacon, New York 12508, known and designated as Welcome Center (“Welcome Center”) to the Beacon Chamber of Commerce on the terms and conditions of a lease agreement prepared by the City attorneys (the “Lease Agreement”); and

WHEREAS, the Lease Agreement provides that the Chamber of Commerce will lease the Memorial Building for a period of one (1) year, (with renewals as provided for in the Lease Agreement), for the nominal rent of Ten Dollar per annum; and

NOW, THEREFORE, BE IT RESOLVED, that the City is authorized to lease such space within Welcome Center to the Beacon Chamber of Commerce on the terms and conditions set forth in the Lease Agreement; and

BE IT FURTHER RESOLVED, that the City Administrator is authorized to execute the Lease Agreement, in the form and substance to the satisfaction of the City Attorney, and any additional documentation deemed necessary to effectuate the leasing of Memorial Building authorized hereby.

Resolution No. 86 of 2023			Date: August 7, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
08/07/2023

Title:

Resolution No. 87 - Authorizing the Leasing of the Memorial Building at 425 Main Street to the American Legion

ATTACHMENTS

[Draft Agreement with American Legion Post 203 for Lease of the Memorial Building](#)

[Resolution Authorizing the Leasing of the Memorial Building at 425 Main Street to the American Legion](#)

LEASE AGREEMENT
425 Main Street (Memorial Building), Beacon, New York

THIS LEASE AGREEMENT (this “**Lease**”), dated as of August __, 2023 (the “**Effective Date**”) is entered into by and between THE CITY OF BEACON, a New York municipal corporation with an address of One Municipal Plaza, Beacon, New York 12508 (the “**Landlord**”) and BEACON POST #203, AMERICAN LEGION, DEPARTMENT OF NEW YORK, INC., a New York not-for-profit corporation with an address of 425 Main Street, Beacon, New York 12508 (the “**Tenant**”). Landlord and Tenant are each a “**Party**” to this Lease and are hereinafter sometimes collectively referred to herein as the “**Parties**.”

WITNESSETH:

In consideration of the mutual covenants contained herein, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

Article I. DEMISE

Section 1.01 Landlord is the owner of that certain approximately 0.66-acre parcel of land lying and being in the City of Beacon, County of Dutchess, and State of New York known and designated as 423-425 Main Street, Beacon, New York 12508 and bearing tax map parcel number 130200-6054-29-026773-0000 (the “**Land**”), and all the buildings and improvements erected thereon. Subject to the covenants, agreements, terms, provisions, limitations and conditions set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the building situate on the Land known as 425 Main Street, Beacon, New York 12508 a/k/a “Memorial Building” (the “**Building**”). The Building, the portion of the Land upon which the Building is located, and the shared parking area located on the Land are hereinafter collectively referred to as the “**Premises**”.

Article II. PREMISES LEASED AS-IS

Section 2.01 Tenant is leasing the Premises in its “AS IS” condition as of the Effective Date. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Lease and which expressly refers to this Lease.

Article III. TERM

Section 3.01 In accordance with New York State Municipal Law §77, the term of this Lease (the “**Term**”) shall commence on August 1, 2023 (the “**Commencement Date**”) and shall end on July 31, 2028 (the “**Expiration Date**”), unless earlier terminated in accordance with the terms hereof (the date of such earlier termination being the (“**Termination Date**”). Notwithstanding the foregoing, Tenant shall not occupy any part of the Premises until Tenant has delivered the insurance certificates required under Article VII of this Lease.

Article IV. RENT

Section 4.01 Tenant covenants to pay to Landlord an annual rental amount (“**Base Rent**”) of **\$1.00** per annum, payable on the Commencement Date and each anniversary of the same throughout the duration of the Term. Base Rent shall be paid in lawful money of the United States to Landlord at the address set forth on the first page of this Lease or such other place as Landlord shall designate by Notice to Tenant.

Article V. PERMITTED USE

Section 5.01 Tenant covenants and agrees that the Premises shall be used as a meeting place for veterans of the uniformed services of the United States and associated activities. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's use or occupancy of the Premises, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit. Tenant may not serve alcohol at the Premises unless it procures event insurance reasonably acceptable to the Landlord, with Landlord named as an Additional Insured. Landlord may, from time to time, request to utilize the Premises, free of charge, to hold City-sponsored events and functions, and Tenant shall approve such requests so long as the contemplated use does not conflict with a scheduled Tenant event.

Article VI. PAYMENT OF PROPERTY TAXES, ASSESSMENTS, ETC. (IMPOSITIONS)

Section 6.01 The Premises is presently exempt from property tax. Landlord shall be responsible to pay all property taxes and assessments, which at any time during the Term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Premises (all such taxes and assessments collectively referred to as “**Impositions**”, and any one of the same being hereinafter referred to as an “**Imposition**”).

Article VII. UTILITIES

Section 7.01 Landlord shall furnish, at no cost to Tenant, heat, water, sewer, and electricity to the Premises. Tenant shall during the Term of this Lease pay and discharge punctually, as and when the same shall become due and payable, all charges for telephone, cable/fiber optics, internet, Wifi, and other services furnished to the Premises during the Term (hereinafter collectively referred to as “**Utility Expenses**”) directly to the utility company or service provider charging such Utility Expenses. All contracts and accounts for the services described in the preceding sentence shall, unless otherwise required by Landlord, be established in the name of Tenant directly with the service provider as Tenant shall be responsible for securing such service. Tenant’s use of electric energy in the Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise servicing the Premises.

Article VIII. INSURANCE

Section 8.01 At all times during the Term of this Lease, Tenant, at its sole cost and expense, shall maintain the following insurance coverage:

- (a) Broad Form Commercial General Liability policy of insurance in standard form, including Products/Completed Operations, Contractual, Personal Injury, Advertising Injury and Broad Form Property Damage coverage, with a minimum per occurrence limit of Two Million Dollars

(\$2,000,000) and a minimum general aggregate of Five Million Dollars (\$5,000,000), and including clauses providing that every underwriter will waive all of its rights of recovery under subrogation or otherwise, against the City of Beacon, its officials, officers, employees, and agents. Tenant shall, by appropriate written agreements, flow down these general liability insurance requirements, and the requirements under Section 8.02, Section 8.03, and Section 8.04 below, to all subtenants of the Premises;

- (b) Event Liability Insurance, including Liquor Liability Coverage, with a minimum per occurrence reasonably acceptable to Landlord, with respect to all events hosted by Tenant or any subtenant at the Premises where alcohol is served;
- (c) Workers' Compensation and Disability Benefits Insurance with respect to the personnel employed at the Premises by Tenant in such form and amounts as required by statute. Tenant shall additionally require that such insurance be carried by any of its agents/contractors performing any work at the Premises.

Section 8.02 All policies of insurance shall be placed with insurers acceptable to Landlord. The insurance underwriter(s) must be duly licensed to do business in New York and (other than for workers' compensation) must have a rating of A- X- or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to Landlord.

Section 8.03 Except with regard to Workers' Compensation and Disability Insurance, all insurance required by this Lease shall name the City of Beacon, its officials, officers, employees, and agents as Additional Insureds. Each policy shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by Landlord shall be called upon to contribute to a loss covered by insurance for the named insured.

Section 8.04 All insurance required by this Lease (excluding only Workers Compensation Insurance) shall include a provision or be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsement, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. No cross liability, or insured v. insured exclusions are permitted and there may not otherwise be any restrictions any policies that limit coverage for a claim brought by an additional insured against a named insured, or vice versa.

Section 8.05 Certificates of Insurance evidencing compliance with Section 8.01, together with proof of payment of binder, shall be deposited with Landlord not later than the Commencement Date of this Lease and annually thereafter, and at least thirty (30) days prior to any expiration of each insurance policy.

Section 8.06 Tenant hereby waives and releases any and all right of recovery against Landlord, its officials, officers, agents, employees or servants, for any loss, damage or injury which is covered by insurance required to be maintained under this Lease, whether or not Tenant actually carries such insurance or receives any recovery thereunder. Further, Tenant shall procure an appropriate clause in, or endorsement on, its liability and casualty insurance policies pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery against Landlord, its officials, officers, agents, employees or servants for any loss, damage or injury recoverable under such policies.

Section 8.07 Nothing in this Article VII shall be construed as limiting in any way the extent to which Tenant may be held responsible for payment of damages resulting from breach of this Lease. Tenant's obligation to procure insurance is separate and independent of, and shall not limit Tenant's contractual indemnity and defense obligations. Landlord does not represent that coverages and limits required in this Lease will necessarily be adequate to protect Tenant.

Section 8.08 Landlord shall be responsible, at its sole cost and expense, for maintaining a policy against fire and other casualty on an "all risk"/"all perils" form, covering the Building, which includes full replacement cost coverage (the "**Casualty Insurance**").

Article IX. REPAIRS AND MAINTENANCE

Section 9.01 Landlord shall be responsible, at its sole cost and expense, to maintain, repair, and replace, when reasonably necessary, the Building's roof, the structural components of the Building, the Building Systems, and all utility lines between the street and the Building. The term "**Building Systems**", as used herein, means the Building's heating, ventilating, air-conditioning, electric, lighting, plumbing and sprinkler systems (if any). Landlord shall furnish and maintain the Building's fire safety equipment. Landlord shall mow and trim the lawn as needed.

Section 9.02 Tenant shall be responsible for day-to-day maintenance, cleaning, and non-structural repairs to the "walls-in" portion of the Building. Tenant agrees to maintain and replace plate, door, window and other glass, whether interior or exterior, which shall become broken. Tenant shall put, keep and maintain all portions of the Premises and any sidewalks, curbs and passageways adjoining and/or appurtenant to the same in a clean and orderly condition, free of rubbish and unlawful obstructions. Tenant shall keep the parking areas on the Premises in a clean and orderly condition. Tenant shall be responsible for the removal of snow and ice from the walkways and parking areas at the Premises and sidewalks in front of the Premises.

Section 9.03 Tenant agrees to keep all rubbish in closed containers and to keep the areas to the rear, front and sides of the Premises free from boxes, cartons, and rubbish. Tenant further agrees to keep the Premises free and clear of all pests and vermin at its own expense. Tenant shall furnish its own janitorial services in the Premises.

Section 9.04 Notwithstanding the terms of Section 9.01, all damage or injury to the Premises or to any part of the Building or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, its servants, agents, employees, subtenants, invitees or licensees, shall be repaired promptly by Tenant at its sole cost and expense, to the satisfaction of the Landlord reasonably exercised. Tenant shall also repair at its sole cost and expense all damage to the Building and the Premises caused by the moving of Tenant's fixtures, furniture or equipment. All these repairs shall be done in a good and quality manner in compliance with all applicable governmental rules and regulations.

Article X. COMPLIANCE WITH LEGAL REQUIREMENTS AND INSURANCE REQUIREMENTS

Section 10.01 Tenant shall, at Tenant's expense, comply with all Legal Requirements and Insurance Requirements which arise from Tenant's use or occupancy of the Premises or any condition created by

Tenant. As used herein, "**Legal Requirements**" shall mean (i) all laws, regulations, codes and ordinances of federal, state, city, town, county, borough or village governments with jurisdiction over the Premises, (ii) all rules, regulations, orders and directives of any and all departments, subdivisions, bureaus, agencies or offices thereof and any other governmental, public or quasi-public authorities having jurisdiction over the Premises, and (iii) the direction of any public officer pursuant to law, whether now or hereafter in force. "**Insurance Requirements**" means the rules, regulations, orders and requirements of the fire underwriters and/or fire insurance rating organizations having jurisdiction over the Building.

Article XI. DISCHARGE OF LIENS

Section 11.01 Tenant shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance, or charge (levied on account of any mechanic's, laborer's or materialman's lien or any conditional sale, title retention agreement or chattel mortgage, or otherwise) which might be or become a lien, encumbrance or charge upon the Premises.

Section 11.02 Except for any lien, encumbrance, or charge caused by Landlord and/or its agents, any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Nothing herein contained shall obligate the Tenant to pay or discharge any lien created by Landlord.

Article XII. WASTE

Section 12.01 Tenant will not do or suffer any waste or damage, disfigurement or injury to the Premises or any part thereof.

Article XIII. LANDLORD'S RIGHT OF ACCESS TO THE PREMISES

Section 13.01 Upon reasonable notice to the Tenant, except in case of emergency, when no notice shall be required, Tenant will permit Landlord and its authorized representatives, subject to reasonable security concerns, to enter the Premises at all reasonable times for the purpose of (a) inspecting the same and (b) making any necessary repairs thereto and performing any work thereon that may be necessary by reason of (i) Tenant's failure to make any such repairs or perform any such work or to commence the same for thirty (30) days after written notice from Landlord, or (ii) Tenant's failure to make emergency repairs. Nothing herein shall imply any duty upon the part of Landlord to do any such work; and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

Article XIV. INDEMNIFICATION OF LANDLORD

Section 14.01 Tenant will defend, indemnify and save harmless Landlord, its officials, officers, agents, and employees (collectively, the "**Landlord Parties**") against and from all losses, damages, costs, fees, or expenses, including without limitation any amounts paid in settlement, litigation costs, and reasonable attorneys' fees and court costs (collectively, "**Costs**") incurred by any of the Landlord Parties in connection with any claim, demand, action, suit, litigation, legal proceeding, or cause of action of any kind or character (each a "**Claim**" and, collectively, "**Claims**") arising from or related to any of the following occurring during the Term of this Lease or any holdover period :

- (a) Any work or thing done in, on or about the Premises or any part thereof by, or at the direction of, Tenant, Tenant's officers, directors, members, agents, employees, subtenants, licensees, invitees, or any person for whom Tenant is legally responsible (collectively "**Tenant Parties**");
- (b) Any use, possession, occupation, condition, operation, maintenance or management of the Premises or any part or appurtenances thereof or any adjoining street, alley, sidewalk, curb by any Tenant Parties;
- (c) Any negligence, illegal or tortious activity, or willful misconduct on the part of any Tenant Parties;
- (d) Any accident, injury (including death) or damage to any person or property occurring in, on or about the Premises or any part or appurtenance thereof or any adjoining street, alley, sidewalk, or curb which is due to the act or omission of any Tenant Parties; or
- (e) Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

Section 14.02 In any action or proceeding brought against any of the Landlord Parties by reason of any Claim, Tenant, upon written notice from Landlord, will at Tenant's expense resist or defend such action or proceeding by counsel approved by Landlord in writing, such approval not to be unreasonably withheld. Notwithstanding anything above in this Section 14.02 contained, Tenant shall not be liable to any of the Landlord Parties under any of the provisions of this Section 14.02 for any Costs which may be imposed upon or incurred by or asserted against any of the Landlord Parties arising from the negligence, illegal or tortious activity, or willful misconduct on the part of any Tenant Parties.

Article XV. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

Section 15.01 If Tenant defaults in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of twenty (20) days from the date Landlord gives Tenant notice of the default and Tenant has not commenced curing such default.

Section 15.02 All sums so paid by Landlord and all costs and expenses (including supervision expenses) incurred by Landlord in connection with the performance of any Tenant obligation shall be paid by Tenant to Landlord on demand.

Article XVI. TENANT ALTERATIONS

Section 16.01 Tenant shall have the right, from time to time, at its sole cost and expense, to make interior, non-structural alterations to the Building without the necessity of first obtaining Landlord's prior written consent; where such alterations do not impair the structural integrity or diminish the value of the Premises.

Section 16.02 Tenant may at any time and from time to time during the Term make, at its own cost and expense, structural changes and alterations in or to the Building subject, however, in each instance to

prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any consent of Landlord shall be given solely in its capacity as owner of the Premises and shall in no way bind the municipality of the City of Beacon or any of its departments or agencies, including without limitation its Planning Board, Building Department, or Zoning Board of Appeals. Further, for those alterations requiring Landlord's consent, in the event that such consent is given, such alteration is subject, in each instance to the following:

- (a) No such change or alteration shall be commenced unless the plans and specifications therefore have first been approved in writing by Landlord, not to be unreasonably withheld, conditioned or delayed.
- (b) Any change or alteration shall, when completed, be of such character as not to reduce the value or rental value of the Premises immediately before such change or alteration.
- (c) No such change or alteration shall be undertaken until Tenant shall procure and pay for, so far as the same may be required from time to time, all permits and authorizations of all the municipal departments and governmental subdivisions having jurisdiction. Landlord agrees to join in the application for such permits or authorizations whenever the same shall be necessary. Solely in Landlord's capacity as fee owner of the Premises.
- (d) Any structural change shall be conducted under the supervision of a licensed architect or engineer and no such structural change shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and approved in writing by Landlord, which approval Landlord agrees not to unreasonably withhold, condition, or delay.
- (e) Any such change or alteration shall be made in compliance with all applicable Legal Requirements.

Section 16.03 Tenant covenants and agrees that after having commenced alterations, Tenant shall diligently and expeditiously proceed therewith and complete the same and procure all required governmental occupancy permits and certificates within a reasonable time, and that failure of Tenant so to do within a reasonable time, taking into account Unavoidable Delays beyond Tenant's control, shall constitute an "Event of Default" within the purview of Article XIX hereof. Tenant further agrees that Tenant shall not make any material changes in Tenant's alteration plans subsequent to approval by Landlord unless Landlord consents to such changes. "Unavoidable Delays", as used herein, shall mean any and all delays beyond a party's reasonable control, including delays caused by the other party to this Lease, governmental restrictions, governmental preemption, strikes, labor disputes, lockouts, shortages of labor and materials, enemy action, civil commotions, riot, insurrection and fire, other casualty and other acts of God.

Article XVII. CASUALTY

Section 17.01 If, during the Term, the Building shall be destroyed or damaged in whole or in part by fire or other casualty during the Term, Tenant shall give to Landlord immediate notice thereof, and repair, restoration or reconstruction shall be effectuated promptly upon Landlord's receipt of insurance proceeds.

Landlord shall in no event be called upon to repair, replace or rebuild any Tenant improvements or equipment, or to pay any of the costs or expenses thereof.

Section 17.02 Notwithstanding the provisions of Section 17.01 hereof, if the aggregate cost to repair the damage to the Premises is One Hundred Thousand Dollars (\$100,000.00) or more, then this Lease may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be delivered by the electing party to the other within forty-five (45) days after the occurrence of such damage or destruction. Upon the exercise of such option to terminate by either Party hereto, this Lease shall be deemed null and void, the Parties shall be released from all further liabilities thereafter arising under this Lease.

Section 17.03 For the avoidance of doubt, Tenant acknowledges and agrees that any damage to, or destruction of, the Premises caused by neglect, misuse, recklessness, negligence, or willful misconduct of any Tenant Parties does not constitute a “casualty” as such term is used in this Article. Repair of any such damage shall be performed by Tenant, at Tenant’s sole cost and expense, or, at Landlord’s election by Landlord at Tenant’s sole cost and expense.

Article XVIII. ASSIGNMENT, POSSESSION AND SUBLEASING

Section 18.01 Tenant shall not, and shall not have the power to, transfer, assign, sublet, enter into license or concession agreements, change its ownership, mortgage or hypothecate this Lease or Tenant’s interest in and to the Premises without first procuring the written consent of Landlord, which may be withheld by Landlord in its sole discretion. Any attempted or purported transfer, assignment, subletting, license or concession agreement, change of ownership, mortgage or hypothecation without Landlord’s written consent pursuant to this Article shall be void and confer no rights upon any third person. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Any attempted or purported assignment of this Lease or subletting not complying with the foregoing terms and conditions shall constitute an Event of Default within the purview of Article XIX hereof, and shall have no force or effect whatsoever, or be in any way binding upon the Landlord. Tenant acknowledges that other veteran groups have use of specific areas of the Building assigned to them as well as equal rights to the commonly accessed areas. Such groups include the Veterans of Foreign Wars Post 666, Guardian Revival, and Marine Corps League- Carmen Ramputi Detachment 861 and Tenant shall have the obligation to obtain and provide insurance consistent with Article VIII for Lessee from all others who utilize the Building

Article XIX. DEFAULTS AND REMEDIES

Section 19.01 The occurrence of any of the following shall constitute an “**Event of Default**” hereunder:

- (a) If default shall be made in the payment of any Base Rent or any other sums payable under this Lease, or any part thereof, when and as the same shall become due, after the expiration of any grace period expressly provided for herein, if any such default shall continue for a period of seven (7) days after delivery of written notice thereof from Landlord to Tenant; or
- (b) If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing subdivision (a), and such default shall continue for a period of twenty (20) days

after written notice thereof from Landlord to Tenant, *provided, however*, that if Tenant proceeds with due diligence during such twenty (20) day period to cure such default and is unable by reason of the nature of the work involved, to cure the same within the said twenty (20) days, its time to so do shall be extended for such additional period as shall be necessary to cure the same, *so long as* such extension of time shall not subject Landlord or Tenant to any liability, civil or criminal.

Section 19.02 Upon the occurrence of an Event of Default, Landlord, at its option, may terminate this Lease upon three (3) days' Notice to Tenant, and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate at the expiration of said three (3) days.

Section 19.03 Upon such termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any time after any such termination, may without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof and may have, hold and enjoy the Premises.

Section 19.04 In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Section 19.05 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude this simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 19.06 Tenant shall pay to the Landlord all costs and expenses, including attorneys' fees, paid or incurred by Landlord in enforcing any of the covenants and provisions of this Lease and paid or incurred in any action brought by Landlord against Tenant on account of the provisions hereof, and all such costs, expenses, and attorneys' fees may be included in and form a part of any judgment entered in any proceeding brought by Landlord against Tenant on or under this Lease. All of the sums paid or obligations incurred by Landlord as aforesaid, and costs shall be paid by Tenant to Landlord within ten (10) days of the rendition by Landlord to Tenant of any bill or statement therefor.

Article XX. WAIVER OF RIGHT OF REDEMPTION

Section 20.01 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws (including, but not limited to, Section 761 of the Real Premises Actions and Proceedings Law) in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

Article XXI. QUIET ENJOYMENT

Section 21.01 Tenant shall, upon paying the Rent reserved hereunder and observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons, subject, however, to the terms of this Lease.

Article XXII. LANDLORD'S TITLE TO IMPROVEMENTS

Section 22.01 The Building, together with all fixtures, appliances and equipment and personal property installed by Tenant in or upon the Premises and to be used in connection therewith, shall at once become the property of Landlord, without payment or offset, subject, however, to the exclusive right of Tenant to the possession and use thereof which is granted by this Lease. This Article shall not apply to any trade fixtures used by Tenant in connection with the operation of any business in the Premises installed by Tenant during the Term which can be removed without damage to the Premises.

Article XXIII. ENVIRONMENTAL LAW COMPLIANCE

Section 23.01 Landlord represents and warrants to Tenant that Landlord has not received written notice of any Hazardous Substance on the Land or the Premises in violation of any Environmental Law. Landlord represents that Landlord is not aware of any reported spills and to the best of its knowledge, there are not any open spill numbers nor any remediation requirements now pending before New York State Department of Environmental Conservation. Landlord has not caused or permitted any Hazardous Substances to be used, stored, transported, released, handled, produced or installed in, on or from the Premises or the Building. As used herein, "Environmental Law" means any federal, state, county, municipal, local or other statute, ordinance, rule, regulation, which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., and the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq. "**Hazardous Substances**" means asbestos, urea formaldehyde, lead, lead paint, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, petroleum products and by-products (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material, substance or waste, defined as hazardous, toxic or dangerous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law excluding substances contained in products commonly used by consumers

Section 23.02 Tenant shall not cause or permit any Hazardous Substances to be used, stored, transported, released, handled, produced or installed in, on or from the Premises or the Building. Notwithstanding the foregoing, Tenant may use such Hazardous Substances as are used in the ordinary course of Tenant's business, provided that such use is in accordance with all applicable statutes, laws, codes, ordinances, rules and regulations, and any manufacturer's instructions. Tenant shall be solely responsible for removing all such permitted Hazardous Substances from the Premises at Tenant's sole cost and expense, and Landlord shall have no liability or obligation with respect thereto. Notwithstanding the permitted use of certain Hazardous Substances, Tenant may not discharge any Hazardous Substances

except as provided by applicable statutes, laws, codes, ordinances, rules and/or regulations, and specifically may not discharge any Hazardous Substances in any public sewer or any drain and/or drainpipe leading or connected thereto.

Section 23.03 Tenant shall promptly give written notice to Landlord of any communication received by Tenant from any governmental authority or other person or entity concerning any complaint, investigation or inquiry regarding any use, generation, treatment, storage or disposal (or alleged use, generation, treatment, storage or disposal) by Tenant of any Hazardous Substances. Landlord shall have the right (but not the obligation) to, at Tenant's cost and expense, conduct such investigations or tests (or both) as Landlord shall deem necessary with respect to any such complaint, investigation or inquiry, and Tenant, at its expense, shall take such action (or refrain from taking such action) as Landlord may request in connection with such investigations and tests by Landlord.

Section 23.04 In the event Tenant violates the provisions of this Article XXIII, Landlord may, without notice and without regard to any grace period contained herein, take all remedial action deemed necessary by Landlord to correct such condition and Tenant shall reimburse Landlord for the cost thereof within five (5) days after demand.

Section 23.05 Without limiting the generality of the indemnification provisions set forth in, Article XIV hereof, Tenant hereby agrees to defend, indemnify, and hold Landlord Parties harmless from any and all costs, expenses, fines, penalties, damages, losses (whether direct, consequential or incidental) arising out of or in connection with a breach by Tenant of any provision of this Article. This Article shall survive expiration or termination of this Lease.

Article XXIV. SIGNS

Section 24.01 Tenant may erect such signs, canopies or flags as permitted by the ordinances or rules of the City of Beacon and approved in advance in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage, canopies or flags shall be removed by Tenant (at Landlord's option upon notice to Tenant) at the termination of this Lease and any injury to the Building or the Premises caused by such removal shall be repaired by Tenant at its sole cost and expense.

Article XXV. SURRENDER AT END OF TERM

Section 25.01 On the last day of the Term, or upon any earlier termination of this Lease, or upon any reentry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord in good order, condition and repair, ordinary wear and tear and insured damage by fire or other casualty excepted, and Tenant shall remove all of the Tenant's property therefrom except as otherwise expressly provided in this Lease.

Section 25.02 Tenant shall remove all furniture, trade fixtures, and business equipment at or prior to the termination of Lease, provided, however, that Tenant shall repair any damage arising from such removal and further provided that such removal does not decrease the building area and does not involve any structural element of the Building and Premises.

Section 25.03 Any personal property of Tenant which shall remain in the Building after the termination of this Lease may, at the option of the Landlord be deemed to have been abandoned by Tenant and either

may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. The cost of such disposal shall be paid by the Tenant upon demand.

Article XXVI. WAIVER

Section 26.01 The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of Rent with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

Article XXVII. BROKER

Section 27.01 Each Party represents to the other that it has not dealt with, negotiated with, or arranged this Lease with any broker, agent, finder or other person acting as such ("**Broker**") with respect to its entering into this Lease. Each party shall indemnify and hold the other harmless from and against any and all claims, judgments, suits, costs, reasonable attorney's fees and other expenses which the party so indemnified may incur by reason of claims of any person, firm or corporation claiming any brokerage commission, finder's fee or similar compensation based upon any alleged negotiations or dealings with such indemnifying party, contrary to the foregoing representations. The foregoing indemnification obligation shall survive the expiration or termination of this Lease.

Article XXVIII. NOTICES

Section 28.01 Any notice, consent, approval or other communication required or permitted to be given, rendered or made by either Party to the other shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made only if either (a) hand delivered, or (b) delivered by recognized national overnight courier, in any of which events addressed to the other party at the address set forth in the opening paragraph of this Lease and shall be deemed to have been given, rendered or made either (i) on the first day after the day so mailed, unless mailed outside of the State of New York, in which case it shall be deemed to have been given, rendered or made on the third Business Day after the day so mailed, or (ii) on the day received or delivery refused if delivered by nationally recognized national courier or hand delivered. Either Party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demands, consents, approvals or other communications intended for it. As used in this Lease, "**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banking institutions in New York, New York are authorized to close.

Article XXIX. MISCELLANEOUS

Section 29.01 All understandings and agreements heretofore had between the parties are merged in this Lease and any other written agreements made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not embodied in this Lease or any other written agreements made concurrently herewith.

Section 29.02 No agreement shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing, refers expressly to this Lease and is signed by the Party against whom enforcement of the change, modification, waiver, release, discharge, termination or effectuation of the abandonment is sought.

Section 29.03 If any provision of this Lease or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

Section 29.04 All references in this Lease to the consent or approval of Landlord shall be deemed to mean only the written consent or approval of Landlord, and no consent or approval of Landlord shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by Landlord.

Section 29.05 Submission by Landlord of the within Lease for review and execution by Tenant shall confer no rights nor impose any obligations on either party unless and until both Landlord and Tenant shall have executed and delivered this Lease.

Section 29.06 The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

Section 29.07 This Lease shall be governed by and construed in accordance with the laws of the State of New York.

Section 29.08 The covenants, terms, conditions and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of the Landlord, its successors and assigns, and Tenant, its successors and assigns, except as otherwise provided herein.

Section 29.09 Tenant agrees not to record this Lease or a copy thereof or memorandum thereof.

Section 29.10 TIME IS OF THE ESSENCE WITH RESPECT TO THE CARRYING OUT BY TENANT OF EACH TERM OR PROVISION OF THIS LEASE TO BE PERFORMED BY TENANT.

Section 29.11 If Tenant is a corporation, a limited liability company, an association or a partnership, it shall, concurrently with the signing of this Lease, at Landlord's option, furnish to Landlord certified copies of the resolutions of its board of directors (or of the executive committee of its board of directors) or consent of its members or partners authorizing Tenant to enter into this Lease. Moreover, each individual executing this Lease on behalf of Tenant hereby represents and warrants that he or she is duly authorized to execute and deliver this Lease and that Tenant is a duly organized corporation, limited liability company, association or partnership under the laws of the state of its incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the

Building is located, has the power and authority to enter into this Lease, and that all corporate or partnership action requisite to authorize Tenant to enter into this Lease has been duly taken.

Section 29.12 Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Lease and that legal counsel was consulted by each Party hereto (or opportunity for such legal consultation afforded to each party) before the execution of this Lease.

Section 29.13 This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one agreement. Further, this Lease may be signed and delivered, or a signature may be transmitted or communicated, by means of electronic transmission, including but not limited to via DocuSign® or similar e-signing platform or as a Portable Document Format (PDF) copy of an original signature. In the event of counterpart and/or electronic signatures, this Lease will be treated for all purposes as an original agreement, and will have the same binding legal effect as if it contained a single signature page (or set of signature pages, if executed in more than one location) with “wet ink” original signatures.

Signature Page Follows. Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of Effective Date.

LANDLORD:

TENANT:

CITY OF BEACON

**BEACON POST #203, AMERICAN LEGION,
DEPARTMENT OF NEW YORK, INC.**

By: _____

Name: Christopher White

Title: City Administrator

By: _____

Name: Paul Blose

Title: Commander



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 87 OF 2023

**AUTHORIZING THE LEASING OF THE MEMORIAL BUILDING AT 425 MAIN STREET
TO THE AMERICAN LEGION**

WHEREAS, the City Council (“City Council”) of the City of Beacon (the “City”) desires to lease certain space within the building located at 425 Main Street, Beacon, New York 12508, known and designated as Memorial Building (“Memorial Building”) to Beacon Post #203, American Legion, Department of New York, Inc. (the “American Legion”) on the terms and conditions of a lease agreement prepared by the City attorneys (the “Lease Agreement”); and

WHEREAS, the Lease Agreement provides that the American Legion will, pursuant to New York State General Municipal Law §77, lease the Memorial Building, as more specifically detailed in the Lease Agreement, for a period of five (5) years, (with renewals as provided for in the Lease Agreement), for the nominal rent of One Dollar per annum; and

NOW, THEREFORE, BE IT RESOLVED, that the City is authorized to lease such space within Memorial Building to the American Legion on the terms and conditions set forth in the Lease Agreement; and

BE IT FURTHER RESOLVED, that the City Administrator is authorized to execute the Lease Agreement, in the form and substance to the satisfaction of the City Attorney, and any additional documentation deemed necessary to effectuate the leasing of Memorial Building authorized hereby.

Resolution No. 86 of 2023			Date: August 7, 2023				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
08/07/2023

Title:

Resolution No. 88 - Authorizing the Issuance of Serial Bonds

ATTACHMENTS

[Resolution Authorizing the Issuance of Serial Bonds](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 88 OF 2023

**AUTHORIZING THE ISSUANCE OF \$1,800,000 AGGREGATE PRINCIPAL AMOUNT
SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW
YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE
RECONSTRUCTION OF SANITARY SEWERS ON FISHKILL AVENUE AND FORCE MAIN
AND PUMP STATION ON WEST MAIN STREET, IN AND FOR THE CITY.**

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to 6 NYCRR Part 617.5 (c)(1) (6), (9) and (27) of the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of a) the reconstruction of sanitary sewers on Fishkill Avenue and b) pump station and force mains on property owned by the City located on West Main Street and identified on the City’s Tax Map as Parcel 566952 and to be located upon a portion of the adjacent property leased from the MTA and identified on the City’s Tax Map as Parcel 549980, in and for the City, as well as original furnishings, machinery, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith (the “Project”), at a total estimated cost to be borrowed not to exceed \$1,800,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount of \$1,800,000 to finance the costs of the Project at a total estimated cost of \$1,800,000 all in accordance with the Local Finance Law.

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$1,800,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is a class of objects or purposes as described in subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is forty (40) years. The serial bonds authorized herein shall have a maximum maturity of the forty (40) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including

renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project is a Type II Action under SEQRA and is exempt from further SEQRA review.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the “Rule”), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange

Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond ordinance shall take effect immediately pursuant to Section 9.06 of the City Charter.

Resolution No. 88 of 2023			Date: August 7, 2023				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
08/07/2023

Title:

July 24, 2023 Minutes

ATTACHMENTS

[July 24, 2023 Minutes](#)



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

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

**July 24, 2023
7:00 PM
City Council
Draft
Minutes**

Regular Meeting

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

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

Councilmembers Present

Mayor Lee Kyriacou

Councilmember Paloma Wake, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Justice McCray, Ward Two

Councilmember Wren Longno, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Christopher White, City Administrator

Nicholas Ward-Willis, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 84 - Approving Amendments to the 2023 General Fund Budget](#)

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember Wake.

Motion passes 6 – 0.

Approval of Minutes

1. [July 10, 2023 Minutes](#)

Motion to approve the minutes by Councilmember McCray.

Second by Councilmember Aymar-Blair.

Motion passes 6 – 0.

Public Comment – Second Opportunity

1. [Executive Session \(Litigation\)](#)

Motion to go into executive session regarding litigation and to adjourn therefrom with no further business by Councilmember McCray.

Second by Councilmember Aymar-Blair.

Motion passes 6 – 0

Adjournment

Motion to come out of executive session and adjourn by Councilmember Longno.

Second by Councilmember Wake.

Motion passes 6 – 0