



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

**February 7, 2022
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Recognition of City of Beacon Retirees](#)

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Notice of Meeting Location February 7, 2022](#)
2. [Resolution No. 26 - Appointing Joseph Oakes to the Position of Water and Sewer Maintenance Mechanic](#)
3. [Resolution No. 27 - Appointing Manuel Galarza to the Position of Maintenance Helper](#)
4. [Resolution No. 28 - Appointing Peter Delfico to the Position of Senior Automotive Mechanic](#)
5. [Resolution No. 29 - Appointing Daniel Wysocki to the Position of Firefighter](#)
6. [Resolution No. 30 - Amending the 2022 Operating Budget](#)
7. [Resolution No. 31 - Authorizing the City Administrator to Execute an Agreement with Choice Words LLC for the Provision of Municipal Grant Research and Writing Services](#)
8. [Resolution No. 32 - Authorizing the City Administrator to Execute an Agreement with Mental Health America of Dutchess County for Provision of a Mental Health Worker Intensive Case Management Staffperson](#)
9. [Resolution No. 33 - Authorizing the City Administrator to Execute an Agreement with Cedarwood Engineering Services, PLLC for Development of a Lake Management Plan for the City of Beacon Reservoirs](#)
10. [Resolution No. 34 - Authorizing the City Administrator to Execute an Agreement with TAM Enterprises, Inc. for Primary Settling Tanks Equipment Replacement and Concrete Repair](#)

11. [Resolution No. 35 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon Concerning Residency Requirements for Career Firefighters and the Fire Chief](#)
12. [Resolution No. 36 - Setting a Public Hearing for Proposed Local Law to Amend Chapter 173 of the Code of the City of Beacon Concerning Rental Properties to Prohibit Eviction without Good Cause](#)

Approval of Minutes

1. [City Council Meeting Minutes - January 18, 2022](#)

2nd Opportunity for Public Comments

Executive Session

1. [Executive Session - Contract Negotiations](#)

Adjournment

City of Beacon City Council Agenda
02/07/2022

Title:

Recognition of City of Beacon Retirees

ATTACHMENTS

City of Beacon City Council Agenda
02/07/2022

Title:

Notice of Meeting Location February 7, 2022

ATTACHMENTS

[Notice of Meeting Location February 7, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of February 7, 2022 in the Courtroom at 1 Municipal Plaza, Beacon, NY 12508. The meeting will simultaneously be streamed via Zoom. The public can attend and comment in the Courtroom, or access the meeting via Zoom at

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

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

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

City of Beacon City Council Agenda
02/07/2022

Title:

Resolution No. 26 - Appointing Joseph Oakes to the Position of Water and Sewer Maintenance Mechanic

ATTACHMENTS

[Superintendent of Water and Sewers Memorandum for the Promotion of Joseph Oakes](#)

[Resolution Appointing Joseph Oakes to the Position of Water and Sewer Maintenance Mechanic](#)



CITY OF BEACON New York

WATER DEPARTMENT

845-831-3136

To: Christopher White
City of Beacon Administrator

From: Edward Balicki

Re: Department Promotion

Date: January 6, 2022

Christopher,

I am recommending Joseph Oakes for promotion to Water and Sewer Maintenance Mechanic. This promotion would be one step higher than his current position as Water and Sewer Maintenance Mechanic Helper.

Joseph has distinguished himself as a very dependable, conscientious and responsible employee. During his employment with the City, Joseph has acquired the knowledge to perform water taps, flush or rod plugged sewers, shut off water mains, and repair broken water mains. While being employed by the City, Joseph has acquired his Commercial Driver's License, allowing him to operate equipment such as the vac truck, sewer jet truck and drive the large dump trucks. Joseph also assists the Highway Department with snow plowing, snow removal and milling and paving of City streets.

This promotion was included in the 2022 operating budget. If you have any questions, please feel free to contact me. Thank you for your consideration.

Respectfully,

Edward Balicki
City of Beacon
Superintendent of Water and Sewers



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 26 OF 2022

**RESOLUTION APPOINTING JOSEPH OAKES
TO THE POSITION OF WATER AND SEWER MECHANIC**

WHEREAS, Joseph Oakes is currently serving as a Water and Sewer Maintenance Mechanic Helper in the City of Beacon Water Department; and

WHEREAS, there is currently a vacancy for the position of Water and Sewer Maintenance Mechanic with the City of Beacon Water Department; and

WHEREAS, Joseph Oakes meets the qualifications for the position of Water and Sewer Maintenance Mechanic and is recommended for appointment to the position by the Superintendent of Water and Sewers.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Joseph Oakes to the position of Water and Sewer Maintenance Mechanic in the City of Beacon Water Department, effective February 13, 2022.

Resolution No. 26 of 2022			Date: February 7, 2022				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
02/07/2022

Title:

Resolution No. 27 - Appointing Manuel Galarza to the Position of Maintenance Helper

ATTACHMENTS

[Superintendent of Streets Memorandum for the Promotion of Manuel Galarza](#)

[Resolution Appointing Manuel Galarza to the Position of Maintenance Helper](#)

Memorandum
Highway Department



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

From: Michael Manzi

Re: Maintenance Helper Promotion

Date: Jan 6, 2022

Manuel (Angel) Galarza has been employed with the city as a Cleaner since 2018 and at this time I would like to promote Angel to the position of Maintenance Helper.

As you know, Angel has been a reliable and instrumental part of the team, especially as we have dealt with the COVID-19 Pandemic these past years. Angel goes above and beyond just cleaning; he also takes care of basic maintenance and coordinates with Dave Way for assistance and guidance on other repairs. Many of these tasks fall under the title of Maintenance Helper.

This promotion has been budgeted for and is well deserved. At this time, with your support, I would like to move forward with his promotion. Thank you.

Sincerely,

Michael Manzi

Michael Manzi
City of Beacon
Superintendent of Streets



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 27 OF 2022

**RESOLUTION APPOINTING MANUEL GALARZA TO THE POSITION OF
MAINTENANCE HELPER**

WHEREAS, Manuel Galarza is currently serving as a Groundskeeper/Cleaner in the City of Beacon Highway Department; and

WHEREAS, there is currently a vacancy for the position of Maintenance Helper with the City of Beacon Highway Department; and

WHEREAS, Manuel Galarza meets the qualifications for the position of Maintenance Helper and is recommended for appointment to the position by the City of Beacon Superintendent of Streets; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Manuel Galarza to the position of Maintenance Helper in the City of Beacon Highway Department, effective February 13, 2022.

Resolution No. 27 of 2022			Date: February 7, 2022				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
02/07/2022

Title:

Resolution No. 28 - Appointing Peter Delfico to the Position of Senior Automotive Mechanic

ATTACHMENTS

Superintendent of Streets Memorandum for the Promotion of Peter Delfico to the Position of Senior Automotive Mechanic

Resolution Appointing Peter Delfico to the Position of Senior Automotive Mechanic

Memorandum
Highway Department



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

From: Michael Manzi

Re: Senior Automotive Mechanic Promotion

Date: Jan 6, 2022

Peter Delfico has been employed with the city as an Automotive Mechanic since 2002 and at this time I would like to promote Pete to the position of Senior Automotive Mechanic.

Pete is a diesel mechanic by trade and is very knowledgeable in his field. He is familiar with and has worked on a broad range of city-owned equipment, including, but not limited to, fire trucks, large highway trucks, sweepers, leaf trucks, and loaders. With his knowledge and expertise, Pete has also recently been involved in the purchasing of new equipment and vehicles.

This promotion has been budgeted for and is well deserved. At this time, with your support, I would like to move forward with his promotion. Thank you.

Sincerely

Michael Manzi

Michael Manzi
City of Beacon
Superintendent of Streets



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 28 OF 2022

**RESOLUTION APPOINTING PETER DELFICO
TO THE POSITION OF SENIOR AUTOMOTIVE MECHANIC**

WHEREAS, Peter Delfico is currently serving as an Automotive Mechanic in the City of Highway Department; and

WHEREAS, there is currently a vacancy for the position of Senior Automotive Mechanic with the City of Beacon Highway Department; and

WHEREAS, Peter Delfico meets the qualifications for the position of Senior Automotive Mechanic and is recommended for appointment to the position by the City of Beacon Superintendent of Streets; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Peter Delfico to the position of Senior Automotive Mechanic in the City of Beacon Highway Department, effective February 13, 2022.

Resolution No. 28 of 2022			Date: February 7, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
02/07/2022

Title:

Resolution No. 29 - Appointing Daniel Wysocki to the Position of Firefighter

ATTACHMENTS

[Fire Chief Memorandum for the Appointment of Daniel Wysocki to the Position of Firefighter](#)

[Resolution Appointing Daniel Wysocki to the Position of Firefighter](#)



MEMORANDUM

To: Mayor Kyriacou, Administrator White, and the City Council
From: Gary Van Voorhis, Fire Chief
Date: January 20, 2022
Subject: City of Beacon Fire Department request to fill an open Career Firefighter's Position

Due to a retirement, the City of Beacon Fire Department is short one position. I am requesting the City Council approve the hiring of applicant Daniel Wysocki. Daniel Wysocki was on the Dutchess County Civil Service written exam list and scored a 100. All nine 100's on the list were canvased. An interview committee was made up of the Fire Chief and Lieutenant Eric Schmidt. Six applicants were eligible to attend an interview. Interviews were conducted January 14, 2022. The selection for Daniel Wysocki was determined by his exam score, resume, qualifications, experience, leadership skills, and the interview process. The committee agreed on moving forward with the hiring of Daniel Wysocki. Daniel Wysocki has passed his background check and physical. If approved by the Council, Daniel Wysocki will begin a 17-week training course at the Westchester Training Center.

Daniel Wysocki

- Started in the fire service in 2007 as a Volunteer with the Beekman FD.
- Certified NYSEMT.
- Works at IBM Emergency Control and Ossining Ambulance Corps.
- Worked at NYS Dept. of Corrections.
- Served in the U.S. Army.
- Multiple New York State Fire Certifications.
- Multiple Emergency Service Awards and Citations.

For Official Use Only



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 29 OF 2022

**RESOLUTION APPOINTING DANIEL WYSOCKI
TO THE POSITION OF FIREFIGHTER**

WHEREAS, there is currently a vacancy for the position of Firefighter with the City of Beacon Fire Department; and

WHEREAS, Daniel Wysocki meets the qualifications for the position of Firefighter and is recommended for appointment to the position by the Fire Chief.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Daniel Wysocki to the position of Firefighter in the City of Beacon Fire Department effective February 13, 2022.

Resolution No. 29 of 2022			Date: February 7, 2022				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
02/07/2022

Title:

Resolution No. 30 - Amending the 2022 Operating Budget

ATTACHMENTS

[Proposed Amendment to the City of Beacon 2022 Operating Budget](#)

[Resolution Amending the City of Beacon 2022 Operating Budget](#)

Council Budget Amendments
February 7, 2022 Meeting

1. Amend the 2022 Water Fund Budget to provide for a Lake Management Plan for the City's three reservoirs. Below is the proposed budget amendment:

Transfer to:

F -08-8340-454000- ENGINEERS	<u>\$ 37,353</u>
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Transfer from:

F -01-1990-400001- CONTINGENCY FUND	<u>\$ 37,353</u>
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Respectfully submitted,
Susan K. Tucker CPA



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 30 OF 2022

RESOLUTION AMENDING THE 2022 CITY OF BEACON OPERATING BUDGET

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

Resolution No. 30 of 2022			Date: <u>February 7, 2022</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
02/07/2022

Title:

Resolution No. 31 - Authorizing the City Administrator to Execute an Agreement with Choice Words LLC for the Provision of Municipal Grant Research and Writing Services

ATTACHMENTS

Draft Agreement with Choice Words for the Provision of Municipal Grant Research and Writing Services

Resolution Authorizing the City Administrator to Execute an Agreement with Choice Words LLC

AGREEMENT BY AND BETWEEN THE CITY OF BEACON AND CHOICE WORDS LLC

This Agreement (the “Agreement”) is made and entered into effective the ____ day of _____, 2022 by and between **CHOICE WORDS LLC (the “CONSULTANT”)**, with offices at 134 Main Street, New Paltz, New York 12561 and the **CITY OF BEACON (the “CITY”)**, a municipal corporation of the State of New York with offices at 1 Municipal Plaza, Beacon, New York 12508 for the purpose of assessing and referring people in need of services within the jurisdiction of the CITY (together, the “Parties”). The Terms and Conditions are as follows:

1. **SERVICES:** The CONSULTANT will provide municipal grant research and writing services to the CITY as requested by the CITY (the “Service”). CONSULTANT shall research, write, submit, and provide support for grant applications on behalf of the CITY, seeking funding from a variety of federal, state, and private sources. The CONSULTANT shall recommend to the CITY potential grant funding opportunities and prepare grant applications after consultation with and approval from the City Administrator or Mayor. The CONSULTANT shall collaborate with CITY officials throughout this process, including scheduling telephone and in-person meetings as needed. The CONSULTANT shall provide detailed monthly work logs that accompany invoices.
2. **COMPENSATION:** The CITY shall pay the CONSULTANT an hourly rate of ninety dollars (\$90) per hour (“Hourly Rate”) with a not-to-exceed in 2022 of twenty thousand dollars (\$20,000), which shall be billed to the CITY on a monthly basis by the fifteenth (15th) day of the following month. The CONSULTANT shall not provide Services in excess of this amount without the prior written consent of the City Administrator or Mayor. The CITY shall reimburse the CONSULTANT for all reasonable and pre-approved expenses necessary to its provision of the Services. Hours for travel time shall be billed at fifty percent (50%) of the Hourly Rate. Mileage shall be reimbursed at \$0.58 per mile traveled. It is hereby acknowledged that the CONSULTANT will provide for no additional fee a total of ____ hours of Services that were prepaid in 2021 and which shall be provided to the CITY prior to any additional fee generation and billing.
3. **TERM:** This Agreement shall commence on March 1, 2022 (the “Effective Date”) and continue until December 31, 2022 unless sooner terminated or amended pursuant to the terms and provisions of this agreement. This Agreement may be extended for up to four (4) additional one (1) year terms if agreed to by both Parties without additional approval from the City Council. Either Party may terminate this agreement at any time on written notice of no less than thirty (30) days.
4. **INDEPENDENT CONTRACTOR STATUS:** Subject to the terms and conditions of this Agreement, the CITY hereby engages the CONSULTANT as an independent contractor to perform the services set forth herein. The CONSULTANT agrees to be responsible for the payment of all employment taxes and withholdings specified by law, which may be due in regard to compensation by the CITY. The CONSULTANT shall have no claim against the

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

5. **CONFIDENTIALITY:** The CONSULTANT acknowledges that during the Term of this Agreement, the CONSULTANT and its associates shall have access to and become acquainted with information, records, and other confidential information owned or licensed by the CITY and/or used by the CITY in connection with the operation of its business, including, without limitation, documents, accounts, grant portal passwords, and procedures. The CONSULTANT shall not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, without prior written approval from the City Administrator or Mayor.
6. **INTELLECTUAL PROPERTY:** All Intellectual Property used or developed during the provision of the Services shall be the sole property of the CITY, including but not limited to, all written materials, graphics, photos, presentations, publicity materials, and proposals.
7. **NON-ASSIGNMENT:** This Agreement may not be assigned, transferred, or pledged by the CONSULTANT without the written consent of the CITY, which consent may be withheld at the discretion of the CITY.
8. **NO DISCRIMINATION:** The CONSULTANT agrees for itself, and its successors and assigns that the CONSULTANT shall not discriminate in the performance of its obligations under this Agreement upon the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status.

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

CHOICE WORDS LLC

CITY OF BEACON

Name: Steve Densmore
Title: CEO
Date: _____

Name: Christopher White
Title: CITY ADMINISTRATOR
Date: _____



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 31 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH CHOICE WORDS LLC FOR MUNICIPAL GRANT SERVICES**

WHEREAS, the City of Beacon desires to utilize professional municipal grant services; and

WHEREAS, Choice Words LLC provides municipal grant services and is willing and able to extend the same to the City of Beacon.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with Choice Words LLC for municipal grant services for the City of Beacon, subject to approval by the City Administrator and City Attorney as to form and substance.

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

Resolution No. 31 of 2022			Date: <u>February 7, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call ☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
02/07/2022

Title:

Resolution No. 32 - Authorizing the City Administrator to Execute an Agreement with Mental Health America of Dutchess County for Provision of a Mental Health Worker Intensive Case Management Staffperson

ATTACHMENTS

[Draft Agreement with Mental Health America of Dutchess County](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with Mental Health America of Dutchess County](#)

**AGREEMENT BY AND BETWEEN
THE CITY OF BEACON, NEW YORK AND
MENTAL HEALTH AMERICA OF DUTCHESS COUNTY**

This Agreement (the “Agreement”) is made and entered into effective the 1st day of March, 2022 by and between **MENTAL HEALTH AMERICA of DUTCHESS COUNTY, INC. (“MHA”)**, with offices at 253 Mansion Street, Poughkeepsie, New York 12601 and the **CITY OF BEACON (the “CITY”)**, a municipal corporation of the State of New York with offices at 1 Municipal Plaza, Beacon, New York 12508 for the purpose of assessing and referring people in need of services within the jurisdiction of the CITY (together, the “Parties”). The Terms and Conditions are as follows:

1. **SERVICES:** MHA shall provide one (1) Mental Health Worker Intensive Case Management Staffperson (“MHW ICM”) to work with the CITY’s Police Department (the “Department”). The MHW ICM shall work with the Department thirty-five (35) hours per week. The individual’s duties and responsibilities shall include but are not limited to: accompanying police officers on calls for service involving a person in crisis who may be in immediate need of assessment by a mental health professional; working closely with the Department’s Juvenile Division Youth Worker to meet the needs of children and their parents who may be experiencing mental health related illnesses; following-up on calls of service where a mental health professional was not present; and accompanying the Behavior Evaluation and Assessment Team (“BEAT”) on routine patrol.
2. **FEE SCHEDULE:** The CITY shall pay MHA an amount not to exceed seventy-two thousand five hundred dollars (\$72,500) for thirty-five (35) hours per week for one year for the services provided pursuant to this Agreement. The CITY shall not be responsible for any other costs. MHA shall submit monthly invoices detailing the hours worked by the MHW ICM assigned to the CITY. The hours worked shall commence when the MHW ICM reports to the police station or remote work location to perform services pursuant to this Agreement. The CITY is a tax-exempt organization and as such, shall not reimburse for sales tax. MHA is responsible to pay all payroll taxes, benefits, unemployment and related expenses.
3. **TERM:** This Agreement shall commence on March 1, 2022 and continue until March 1, 2023 unless sooner terminated or amended pursuant to the terms and provisions of this agreement. This Agreement may be extended for up to four (4) additional one (1) year terms upon mutual written agreement of the parties hereto. Pursuant to Resolution No. 2022-_____, the City Council has authorized the City Administrator to execute any amendments and extensions to this Agreement provided that any increase in the cost of the services provided pursuant to this Agreement does not exceed 10% of the prior year’s cost. All amendments and extensions of this Agreement shall be subject to review by the City Attorney as to form and substance.
4. **INDEPENDENT CONTRACTOR STATUS:** The Parties hereto intend that the relationship with the CITY shall be that of an independent contractor. No officer, agent, and/or employee of MHA shall be considered an officer, agent, and/or

employee of the CITY . MHA and MHA's officers, employees and/or agents, if any, are retained by the CITY only for the purposes, and to the extent, set forth in this Agreement. MHA acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the CITY . MHA shall not hold itself out as anything other than an independent contractor of the CITY. MHA and MHA's officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the CITY's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. MHA is responsible for providing, at MHA's sole expense, disability, unemployment, workers' compensation and all other forms of insurance, training, permits and licenses for MHA and for MHA's officers, employees and/or agents. MHA shall maintain all rights and obligations to supervise its employees, however, such personnel shall be subject to direction by the CITY's Chief of Police or their designee with respect to assignments and insuring compliance with Department Policies. Decisions regarding employment, discipline or termination of a MHA'S employees shall be made solely by MHA.

5. **CHOICE OF LAW, VENUE:** This Agreement and the rights and obligations of the Parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the Supreme Court, State of New York, County of Dutchess or the U.S. District Court for the Southern District of New York. The Parties hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement.
6. **NOTICES:** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the Parties at the addresses first set forth above or to such other person or address as a Party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.
7. **TAX EXEMPTION:** The CITY is a tax-exempt entity under the rules of the Internal Revenue Service and will provide MHA with a copy of its tax-exempt status.
8. **ENTIRE AGREEMENT:** This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.

9. **COUNTERPARTS:** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
10. **INSURANCE REQUIREMENTS:**
- A. Prior to commencement of any services, MHA shall, at its sole expense, maintain the following insurance on its own behalf, and on behalf of any Mental Health Worker Intensive Case Management employee:
 - (i) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Policy shall include all employees, volunteers, owners/partners and provide statutory Workers Compensation limits.
 - (ii) General Liability Policy, with limits of no less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate limits for Bodily Injury and Property Damage. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, MHA waives all rights of subrogation or similar rights against the CITY, its assigns, officers, employees, representatives and agents. The CITY and its agents, officers, volunteers, directors and employees shall be named as additional insureds and included in a waiver of subrogation endorsement.
 - (iii) Umbrella Liability, with limits of no less than \$1,000,000, including coverage for General, Automobile and Professional Liability. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, MHA waives all rights of subrogation or similar rights against the CITY, its assigns, officers, employees, representatives and agents.
 - (iv) Professional Liability, with limits of no less than \$1,000,000.
 - B. All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.
 - C. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the CITY. Policies that lapse and/or expire during term of work shall be recertified and received by the CITY no less than thirty (30) days prior to expiration or cancellation.

- D. MHA shall furnish to the CITY Certificates of Insurance as evidence of coverage and proof of Workers Compensation coverage prior to commencement of any services and naming the CITY, its officers, officials and employees as an Additional Insured on the Commercial General Liability, Umbrella and Professional Liability Policies.
11. **DEFENSE AND INDEMNIFICATION:** MHA shall hold the CITY harmless from, defend and indemnify it against all damages, losses, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and liability for injury to, or death of, persons or property caused by or arising from its performance or lack of performance under this Agreement. MHA shall pay all costs (including, without limitation, reasonable attorneys' fees and disbursements) that may be incurred by the CITY in enforcing this indemnity. The CITY may, at its own expense, retain separate counsel and participate in any suit or action.
12. **CONFIDENTIAL INFORMATION:** MHA understands that in performing the services under this Agreement it may have access to or acquire confidential information in possession of the CITY or others, including, but not limited to names, facts or information about individuals, businesses and families. MHA may also have access to or acquire confidential information, potentially including but not limited to personnel information and records; confidential business information; trade secrets; information regarding sensitive, confidential or internal CITY matters and other protected information or data. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to MHA through any activity related to this Agreement, except information available to MHA from third parties on an unrestricted basis. MHA agrees it, its officers, employees and/or agents shall keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, for their own benefit or for the benefit of another, either during or after the performance of this Agreement, the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement or as explicitly authorized in writing by the CITY. MHA understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. MHA agrees that if it receives a request for disclosure of confidential information obtained from the CITY pursuant to a statute, subpoena or court order, it shall notify the CITY prior to disclosing the CITY's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order. The Parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement.
13. **NON-DISCRIMINATION REQUIREMENTS:** MHA agrees for itself, and its successors and assigns that MHA shall not discriminate in the performance of its obligations under this Agreement upon the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or

domestic violence victim status.

14. **BREACH OF CONTRACT:** In the event of a material breach of any of the terms of this Agreement, the non-breaching party shall notify the breaching party in writing specifying the breach. The breaching party shall have ten (10) days from the date of written notice (the "Cure Period") to cure the breach. If the breach has not been cured within the Cure Period, then at its option the non-breaching party may either terminate this Agreement by sending written notice thereof to the breaching party or it may institute any proceedings necessary to obtain such remedy as it deems desirable, including but not limited to proceedings to compel specific performance.
15. **ENFORCED DELAY:** For purposes of this Agreement, neither Party shall be considered in default of its obligations provided for herein in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, force majeure, acts of the public enemy, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors and suppliers due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the party shall be extended for the period of the enforced delay.
16. **WAIVER:** No waiver made by either Party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.
17. **SEVERABILITY:** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of New York.
18. **NON-ASSIGNMENT:** This Agreement may not be assigned, transferred or pledged by MHA without the written consent of the CITY, which consent may be withheld at the discretion of the CITY.
19. **TERMINATION:** Either Party to this Agreement may immediately terminate the same, with or without cause, at any time upon written notice to the other.

SIGNATURE PAGE FOLLOWS

The signing of the enclosed copy and returning to MHA will indicate the CITY'S acceptance of this Agreement, and the Terms and Conditions contained therein.

Accepted by:

**MENTAL HEALTH AMERICA OF
DUTCHESS COUNTY**

CITY OF BEACON

Name: Andrew O'Grady, LCSW-R
Title: CEO
Date: _____

Name: Christopher White
Title: CITY ADMINISTRATOR
Date:_____



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 32 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH MENTAL HEALTH AMERICA OF DUTCHESS COUNTY FOR A
MENTAL HEALTH WORKER INTENSIVE CASE MANAGEMENT STAFFPERSON**

WHEREAS, the City of Beacon desires to employ a mental health and intensive case management staffperson in the City of Beacon Police Department; and

WHEREAS, Mental Health America of Dutchess County (“Mental Health America”) provides trained mental health and intensive case management professionals and is willing and able to extend the same to City of Beacon Police Department.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with Mental Health America for the provision of one Mental Health Worker Intensive Case management Staffperson, subject to approval by the City Administrator and City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Administrator to execute any amendments and extensions to this Agreement provided that any increase in the cost of the services provided pursuant to this Agreement does not exceed 10% of the prior year’s cost.

Resolution No. 32 of 2022			Date: <u>February 7, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call ☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda

02/07/2022

Title:

Resolution No. 33 - Authorizing the City Administrator to Execute an Agreement with Cedarwood Engineering Services, PLLC for Development of a Lake Management Plan for the City of Beacon Reservoirs

ATTACHMENTS

[Draft Agreement with Cedarwood Engineering Services, PLLC](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with Cedarwood Engineering Services, PLLC](#)

Cedarwood Engineering Services, PLLC

**AGREEMENT
BETWEEN
THE CITY OF BEACON
AND
CEDARWOOD ENGINEERINGS SERVICES, PLLC
DEVELOPMENT OF A LAKE MANAGEMENT PLAN FOR THE BEACON
DRINKING WATER RESERVOIRS: CARGILL RESERVOIR, MELZINGAH
RESERVOIR, AND MOUNT BEACON RESERVOIR
CITY OF BEACON, DUTCHESS COUNTY, NY
CES Project Number 21-070**

THIS IS AN AGREEMENT made effective _____, 2022, between the CITY OF BEACON, located at 1 Municipal Plaza, Beacon, NY 12508 (CITY), and CEDARWOOD ENGINEERING SERVICES, PLLC, located at 3903 Main Street, Warrensburg, New York 12885 (CES):

CITY intends to enlist the professional services of CES to provide engineering services for the Development of a Lake Management Plan for the Beacon Drinking Water Reservoirs: Cargill Reservoir, Melzingah Reservoir, and Mount Beacon Reservoir as specified in the Scope of Professional Services and Deliverables below.

CITY and CES, in consideration of their mutual covenants, herein agree in respect of the performance or furnishing of professional engineering services by CES with respect to the Project and the payment for those services by CITY as set forth below. Execution of this Agreement by CES and CITY constitutes CITY's written authorization to CES to proceed on the date first above written with the services detailed in the Scope of Professional Services and Deliverables.

GENERAL

With this Engineering agreement, CITY is retaining CES to provide the tasks described in the Scope of Professional Services for the Development of a Lake Management Plan (LMP) for the Beacon Drinking Water Reservoirs: Cargill Reservoir, Melzingah Reservoir, and Mount Beacon Reservoir.

SCOPE OF PROFESSIONAL SERVICES AND DELIVERABLES

The following Scope of Work details the tasks that will be accomplished by Cedarwood in the development of a LMP for the City of Beacon Reservoirs. The project's objectives are to:

1. Assess the Current Conditions in the Reservoirs (Tasks 1-4)
2. Identify Water Quality Issues/Establish Management Goals (Task 5)
3. Evaluate Management Alternatives (Task 6)
4. Create the Lake Management Plan (Tasks 7-8)

The project's goal is to protect the water supply by minimizing algae blooms within the reservoirs.

Kick-off Meeting with City

Cedarwood will meet with representatives of the City of Beacon and Department of Water and Wastewater (Department) at the start of the project, prior to initiating any field work or analyses, to obtain existing information and ensure that we fully understand the goals and objectives of this project. Cedarwood will communicate at least monthly with the project contact(s) to provide updates on project status throughout the life of this project. Depending upon the amount of information to be conveyed and/or discussed, these communications will take the form of emails, conference calls or face-to-face meetings in Beacon, NY.

Task 1: Background Information and Watershed Analyses

Cedarwood will examine all available historical water quality data that exists for the reservoirs provided by the City, Department, NYS DEC and other sources. This process will include a review of any past management activities that have taken place in the reservoirs as well as any available history on past algal blooms. Historical weather data will be obtained and used to examine any impact that climatic conditions have on water quality within the reservoirs. Cedarwood will identify any data gaps and make recommendations for additional monitoring and assessments to fill in those data gaps. These data will be summarized in graphical and tabular form.

Cedarwood will use GIS to prepare an analysis of watershed conditions, including land use and land cover, soils, topography, hydrology and other conditions that are relevant to the development of the management plan. This information will be summarized using maps and tables as appropriate.

Cedarwood will familiarize itself with the water supply system currently in use by the City of Beacon, including sources, transmission and treatment. This information will be useful when evaluating management objectives and assessing the feasibility of management alternatives.

Task 2: Water Quality Monitoring

Cedarwood understands that there is little direct water quality data available for the City's reservoirs. This information is critical for assessing reservoir health and developing the management plan. Therefore, Cedarwood will sample the reservoirs near their deepest point once per month from May through October during 2022 (see Figure 1 for sample locations). On each sample date and for each of the three reservoirs, Cedarwood will measure Secchi transparency, dissolved oxygen and temperature profiles, and collect samples in the upper and lower waters for the analysis of total phosphorus, soluble reactive phosphorus, total nitrogen, nitrate/nitrite nitrogen, ammonia, pH, alkalinity, chlorophyll-*a* (upper waters only) and specific conductivity. Cedarwood will collect samples on each sample date from each reservoir for the enumeration of phytoplankton (algae), which will be identified and counted.

On each sample date, Cedarwood will also collect samples from the tributaries to the reservoirs (Figure 1). Two streams come together to form one inlet at the northeast end of Mezingah Reservoir. Cedarwood will sample this stream. A smaller intermittent stream enters on the south side that will not be sampled since its drainage area is so small and flow is unlikely to be significant throughout the monitoring season. In Cargill Reservoir, two small tributaries to the

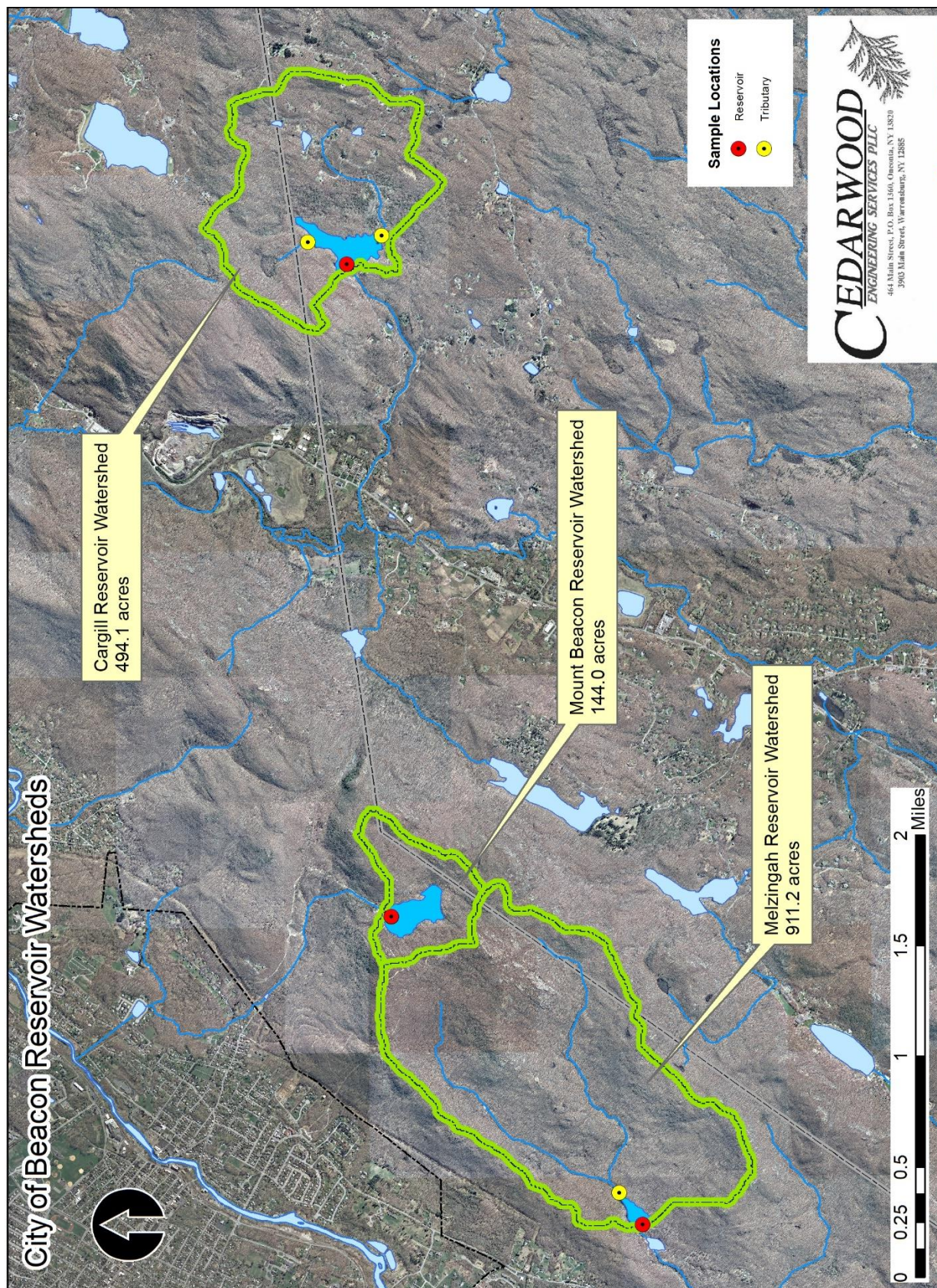


Figure 1 City of Beacon Reservoir Watersheds and Proposed Sampling Locations

northwest drains undeveloped land, one of which is intermittent. The tributary to the southeast drains lands containing low density development. The two main inlets will be sampled. The intermittent stream will not be sampled since its drainage area is so small and flow is unlikely to be significant throughout the monitoring season. The tributary samples will be analyzed for the same parameters as the reservoirs, except chlorophyll-*a*. The Beacon Reservoir watershed does not have any tributaries therefore no samples will be collected.

These data will be used to assess the current trophic status of each reservoir, examine watershed inputs, to evaluate conditions that may inhibit or promote the growth of algae and cyanobacteria, and to determine the ecological “health” of the reservoirs as it relates to drinking water quality. These data will be summarized in graphical and tabular form.

If the City is unable to provide boats for the purpose of sampling the reservoirs, Cedarwood will use canoes or kayaks that have been carefully cleaned to ensure that no invasive species are transported into the reservoirs.

Task 3: Bathymetric Analysis

The morphometric characteristics of a lake are important in assessing water quality health and developing a lake management plan. Cedarwood will use the existing bathymetric data provided by the City or Department. The bathymetric data will be imported into our GIS and used to calculate important morphometric characteristics of each reservoir including maximum depth, mean depth and lake volume. We will also create hypsographic curves to determine the volume of water at each depth of each reservoir. The morphometric characteristics will also be used to calculate flushing rates, turnover rates and phosphorus retention coefficients.

Task 4: Macrophyte Mapping

Cedarwood will conduct macrophyte (aquatic plant) mapping to determine aquatic plant abundance and distribution in each of the reservoirs. Macrophyte mapping will be conducted using a combination of visual observation and rake-toss method to quantify both the distribution and abundance of aquatic plant species within the lake. Cedarwood will use these data to create maps of plant distribution and abundance, both for all plant species and individual key species. Cedarwood will also create tables of aquatic plant species overall and relative abundances.

If the City is unable to provide boats for the purpose of mapping the reservoirs, Cedarwood will use canoes or kayaks that have been carefully cleaned to ensure that no invasive species are transported into the reservoirs.

Task 5: Identify Water Quality Issues & Establish Management Goals

Cedarwood will work closely with the City of Beacon and Department of Water and Wastewater and use the products of Task 1 through Task 4 to identify the key water quality issues that effect the City’s reservoirs limnologically and ecologically. We will work with the City and Department, providing supporting analyses, to develop a prioritized list of issues that impact the reservoirs and the City’s drinking water supply.

Task 6: Evaluate Management Alternatives

Cedarwood will conduct a feasibility analysis of available and appropriate management strategies for management of the City’s reservoirs. The feasibility analysis will examine the cost and suitability for achieving the management goals of the City and Department. Cedarwood will present a cost-benefit analysis to the City, propose recommended management strategies and

work closely with the City to establish suitable management goals for the reservoirs.

A review of management alternatives will include recommendations for future and ongoing monitoring, addressing any water quality issues identified in Task 2 such as anoxic conditions in deeper areas of the reservoirs, and evaluate long-term and short-term techniques for managing nutrients and cyanobacteria blooms.

Task 7: Create the Lake Management Plan

Draft LMP

Cedarwood will prepare a Draft LMP for review and comment by the City. The LMP will detail the methodologies and present the results of all of the work conducted under this project. The LMP will define the current conditions of the reservoirs and provide recommendations for managing the reservoirs. Findings and recommendations will be presented separately for each reservoir within the LMP. Cedarwood will meet with the City/Department (Task 8) to present and discuss the report, its findings and recommendations.

Final LMP

Cedarwood will take into consideration the comments of City and Department and any additional feedback from the meeting with the City to prepare the Final LMP. Cedarwood will deliver four (4) printed copies of the final LMP along with an electronic version on an USB flash drive to the City.

Task 8: Meetings & Reservoir Management

Meetings

Cedarwood will participate in up to three meetings (not including the kick-off meeting) with representatives of the City of Beacon and the Department of Water and Wastewater in order to present preliminary findings and involve the stakeholders in the decision-making process. These meetings will tentatively be held to establish management goals, discuss the feasibility of management options and present the draft Lake Management Plan. The first two meetings will take place to coincide with field work. The third meeting, to present the draft report, will be a separately scheduled since all field work will have been complete by that time.

Cyanobacteria Bloom Rapid Response Plan

Cedarwood will work with the Department to create a rapid response plan that can be used should cyanobacteria blooms occur in the lake and threaten the drinking water supply for the City. Cedarwood will also be available on-call should blooms occur to identify the bloom-causing organism and help with the decision to treat or not treat the reservoir(s).

PROJECT SCHEDULE

Cedarwood will commence the project upon completion of an executed contract. The kickoff meeting will take place between January and March of 2022. Background information and watershed analysis will commence immediately and continue through October 2022. The field work is planned to take place between May and October 2022, with a draft report in January 2023. The final report will be completed by March 2023.

SUMMARY OF COSTS

CES will perform the described services for the FIXED FEES provided below. These fees include all sample collection, laboratory analysis and report preparation.

Beacon Reservoir LMP Budget	
Task Description	Cost
Task 1 - Background Information & watershed analysis	\$2,990
Task 2 - Water Quality Monitoring	\$19,718
Task 3 - Bathymetric Analysis	\$690
Task 4 - Aquatic Plant Mapping	\$3,145
Task 5 - Establish Management Goals	\$1,840
Task 6 - Evaluate Management Alternatives	\$1,840
Task 7 - Prepare Management Plan	\$4,600
Task 8 – Meetings & Reservoir Management	\$2,530
Total	\$37,353

ADDITIONAL SERVICES

Additional services can be provided by the CES if deemed necessary and approved by the CITY. Compensation for additional services can be negotiated as needed.

Services not indicated or included in the above-listed scope of services, or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

COMPENSATION

The CITY will pay CES fees in accordance with the project budget presented in the Scope of Work.

CES invoices will be submitted to the CITY on a monthly basis based on percent complete for each task. Payment shall be made to the CES within forty-five (45) calendar days of the date of the invoice. Checks shall be forwarded to Cedarwood Engineering Services PLLC, PO Box 1360, Oneonta, NY 13820.

STANDARD CONTRACT TERMS AND CONDITIONS

The terms and conditions contained on the attached sheet apply to this contract.

LOCAL IN-KIND SERVICES

CITY agrees to provide or make available to CES the following local resources and services to assist in development of the LMP:

1. Access to reservoirs
2. All reservoir data that may be used in developing the management plan, including but not limited to, bathymetric data, past treatments and water quality data.
3. Drinking Water process information (system flow diagrams, flows, withdrawals, treatments)
4. Other information as may become known to exist that would assist in preparing the LMP

ATTACHMENTS

- 2022 Rate Schedule
- Standard Terms and Conditions

ENDORSEMENTS

The following signatures establish the foregoing:

(CITY)

**CITY OF BEACON
DUTCHESS COUNTY, NY**

By: _____
(signature)

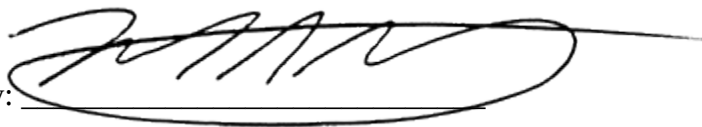
Print Name: _____

Title: _____

Date: _____

(CES)

**CEDARWOOD ENGINEERING
SERVICES PLLC**

By: _____
(signature)

Print Name: Michael R. Martin, CLM

Title: Environmental Scientist/Project
Manager

Date: January 14, 2022



CEDARWOOD ENGINEERING SERVICES PLLC
2022 RATE SCHEDULE

A. LABOR

<u>Personnel Category</u>	<u>Rate \$/Hour</u>
• Principal	\$130 - \$160
• Senior Project Engineer	\$120 - \$150
• Project Manager/Engineer	\$115 - \$140
• Project Scientist	\$115 - \$140
• Engineering Technician	\$90 - \$120
• Construction Inspector	\$80 - \$125 + per diem
• Technician/Operator	\$90 - \$115
• Clerical	\$60

B. SUBCONTRACT COSTS – At Cost + 15 percent

C. MATERIAL COSTS – At Cost

D. DIRECT EXPENSES

• In-house Copies: 8-1/2"x11" b/w	\$0.20 per page
8-1/2"x11" color	\$0.60 per page
24"x36" drawings b/w	\$2.00 per page
24"x36" drawings – color	\$6.00 per page
• US Mail	At Cost
• Mileage	At Federal Rate Per Mile
• Other Allowable Direct Costs	At Cost

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or [alternative, in effect if strike through not in place] shall be limited in the aggregate to the amount of ENGINEER'S insurance or If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. COMPENSATION. ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice.

24. ADDITIONAL SERVICES. Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 33 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH CEDARWOOD ENGINEERING SERVICES, PLLC FOR
DEVELOPMENT OF A LAKE MANAGEMENT PLAN FOR THE BEACON DRINKING
WATER RESERVOIRS**

WHEREAS, the City of Beacon desires to develop lake management plans for Cargill Reservoir, Melzingah Reservoir, and Mount Beacon Reservoir; and

WHEREAS, Cedarwood Engineering Services, PLLC (“Cedarwood Engineering”) provides services to develop a lake management plan and is willing and able to extend the same to City of Beacon residents.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with Cedarwood Engineering for the development of a lake management plan for the above three reservoirs for the City of Beacon, subject to approval by the City Administrator and City Attorney as to form and substance.

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

Resolution No. 33 of 2022			Date: <u>February 7, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
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
02/07/2022

Title:

Resolution No. 34 - Authorizing the City Administrator to Execute an Agreement with TAM Enterprises, Inc. for Primary Settling Tanks Equipment Replacement and Concrete Repair

ATTACHMENTS

Lanc and Tully Engineering and Surveying, P.C. Recommendation for Bid Award for Primary Settling Tanks Equipment Replacement and Concrete Repair

Resolution Authorizing the City Administrator to Execute an Agreement with TAM Enterprises, Inc.

LANC & TULLY

ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal
John Queenan, P.E., Principal

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lenc, P.E., L.S.
Arthur R. Tully, P.E.

January 20, 2022

Mr. Christopher White, City Administrator
City of Beacon City Hall
1 Municipal Plaza
Beacon, New York 12508

Re: Primary Settling Tanks Equipment
Replacement and Concrete Repair
Wastewater Treatment Plant
City of Beacon Award Recommendation

Dear Mr. White:

A total of four (4) bid proposals were submitted and opened on January 18, 2022, for the base bid for the above referenced project for the Beacon Wastewater Treatment Plant. The four (4) proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices were checked against the total contract amount. All proposals submitted were complete. One of the submitted proposals was found to have mathematical errors within the bid form, as submitted by Billman Ross & Associates, Inc.

The following tabulation shows the order from lowest bidder, the name of the bidder, the total contract amount and the corrected contract amount if errors were found. The engineer's estimated cost for the project was \$2,138,397.00.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED CONTRACT AMOUNT
TAM ENTERPRISES	\$1,898,540.00	N/A
EVENTUS CONSTRUCTION	\$2,382,000.00	N/A
BILLMAN ROSS & ASSOC.	\$2,704,729.00	\$2,746,904.62
RAPID PUMP & METER	\$2,965,625.00	N/A

The lowest bidder is Tam Enterprises, Inc. with a total bid of \$1,898,540.00. Tam Enterprises, Inc. has submitted information related to projects in which they have completed the work as outlined within the proposed project or are of similar nature. References supplied were called and checked to verify the work completed by the prospective low bidder and were found to be acceptable. In our opinion, Tam Enterprises, Inc. should be considered the lowest responsible bidder, based upon submitted information, completion of past projects with the City and Chapter 53 of the City Code. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, and a Bid Bond.

It is our recommendation to the City Council to award the Primary Settling Tanks Equipment Replacement and Concrete Repair project to Tam Enterprises, Inc.

Mr. White

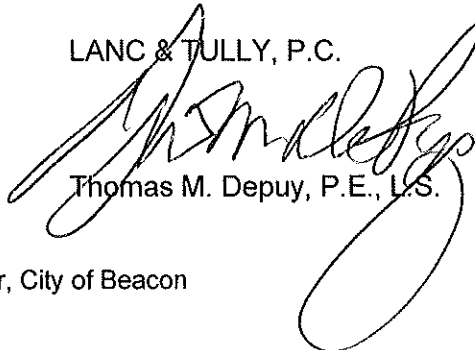
-2-

January 20, 2022

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly yours,

LANC & TULLY, P.C.

A large, stylized handwritten signature in black ink, appearing to read 'T. M. Depuy', is written over the typed name and extends downwards.

Thomas M. Depuy, P.E., L.S.

cc: David Tavernier, Chief Waste Plant Operator, City of Beacon
Nick Ward-Willis, City Attorney
John Russo, P.E.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 34 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH TAM ENTERPRISES, INC. FOR PRIMARY SETTLING TANKS
EQUIPMENT REPLACEMENT AND CONCRETE REPAIR**

WHEREAS, the City of Beacon desires to replace equipment at and to conduct repairs upon the primary settling tanks at the City of Beacon Wastewater Treatment Plant, the funding for which was included in and authorized by the City's 2021 Capital Program; and

WHEREAS, the City of Beacon issued a request for bid under COB Bid No. 2021-013 for Primary Settling Tanks Equipment Replacement and Concrete Repair for the City of Beacon Wastewater Treatment; and

WHEREAS, the City of Beacon received and opened bids on January 18, 2022, and the City of Beacon Engineer determined that TAM Enterprises, Inc. was the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with TAM Enterprises, Inc. for equipment replacement and concrete repair for the City of Beacon Wastewater Treatment Plant, subject to approval by the City Administrator and City Attorney as to form and substance.

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

Resolution No. 34 of 2022			Date: <u>February 7, 2022</u>				
☐ 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

02/07/2022

Title:

Resolution No. 35 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon Concerning Residency Requirements for Career Firefighters and the Fire Chief

ATTACHMENTS

Proposed Local Law to amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon concerning residency requirements for career firefighters and the Fire Chief

Resolution Setting a Public Hearing for a Proposed Local Law to amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon concerning residency requirements for career firefighters and the Fire Chief

January 25, 2022

LOCAL LAW NO. ____ OF 2022

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND CHAPTER 31, SECTIONS 8 AND 10 OF
THE CODE OF THE CITY OF BEACON

A LOCAL LAW to amend Chapter 31, Sections 8 and 10 of the Code of the City of Beacon concerning residency requirements for career firefighters and the Fire Chief.

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

Section 1. Chapter 31, Section 8 entitled “Qualifications for membership,” is hereby amended to modify subsection E as follows:

§ 31-8 Qualifications for membership.

...

E. All active members shall reside no more than 30 miles from the nearest boundary line of the City shall live within a fifteen mile radius of the City and be able to render assistance in the time of need.

...

Section 2. Chapter 31, Section 10 entitled “Career firefighters and career Fire Chief,” is hereby amended as follows:

§ 31-10 Career firefighters and career Fire Chief.

A. The career Fire Chief and career firefighters shall be legal residents of the United States. They shall be without a record of felony conviction.

B. No person shall perform the duties of the Fire Chief unless he or she is a resident of the City of Beacon or resides no more than 30 miles from the nearest boundary line of the City.
Notwithstanding the foregoing, any requirement with respect to residency or location from

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January 25, 2022

~~the City applicable to the Fire Chief shall be at the Mayor's discretion, subject to the consent of a majority of the Council.~~

~~C.B.~~ All career firefighters, other than the Fire Chief, shall be residents of the City of Beacon or reside within no more than 30 miles from the nearest boundary line of the City, a fifteen-mile radius of the City of Beacon except for the Fire Chief, whose location of residency from the City shall be at the Mayor's discretion, subject to the consent of the Council.

~~D.C.~~ Names of eligible candidates for the position of the career Fire Chief or career firefighter shall come from the Dutchess County Civil Service List. Notwithstanding the foregoing, persons already or previously employed as a career Fire Chief or career firefighter in another municipality shall also be eligible for the position of the career Fire Chief and career firefighter as a lateral transfer as long as all civil service and local qualifications are satisfied.

~~F.D.~~ It shall be the duty of the career firefighter on duty to respond to all alarms as dispatched. Additional firefighting duties, as the incident dictates, may also be undertaken.

~~F.E.~~ It shall be the duty of the career firefighters assigned to each station to maintain said station according to the Fire Department Rules and Regulations and to report any and all problems with the fire apparatus or station to the Fire Chief or Assistant Chiefs as appropriate.

~~G.F.~~ Minimum training for career firefighter shall consist of those requirements as stated in Chapter XII, Office of Fire Prevention and Control, Part 426, New York Code of Rules and Regulations, and the Executive Law § 159-d.

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

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

Section 5. Severability. The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had

January 25, 2022

been specifically exempt there from.

Section 6. Effective Date

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

DRAFT



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 35 OF 2022

**RESOLUTION SETTING A PUBLIC HEARING FOR FEBRUARY 22, 2022 FOR A PROPOSED
LOCAL LAW TO AMEND CHAPTER 31, SECTIONS 8 AND 10 OF THE CODE OF THE CITY
OF BEACON CONCERNING RESIDENCY REQUIREMENTS FOR CAREER FIREFIGHTERS
AND THE FIRE CHIEF.**

BE IT RESOLVED THAT the City Council hereby sets a public hearing for February 22, 2022 for a Proposed Local Law which amends City of Beacon Code Chapter 31, Sections 8 and 10.

Resolution No. 35 of 2022			Date: <u>February 7, 2022</u>					
☐ Amendments			☐ On roll call			☐ 2/3 Required		
☐ Not on roll call.						☐ 3/4 Required		
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent	Tabled
		Paloma Wake						
		Justice McCray						
		George Mansfield						
		Wren Longno						
		Molly Rhodes						
		Dan Aymar-Blair						
		Mayor Lee Kyriacou						
Motion Carried								

City of Beacon City Council Agenda

02/07/2022

Title:

Resolution No. 36 - Setting a Public Hearing for Proposed Local Law to Amend Chapter 173 of the Code of the City of Beacon Concerning Rental Properties to Prohibit Eviction without Good Cause

ATTACHMENTS

Proposed Local Law to Amend Chapter 173 of the Code of the City of Beacon Concerning Rental Properties to Prohibit Eviction without Good Cause

Resolution Setting a Public Hearing for Proposed Local Law to Amend Chapter 173 of the Code of the City of Beacon Concerning Rental Properties to Prohibit Eviction without Good Cause

LOCAL LAW NO. ____ OF 2022

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 173 OF THE
CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapter 173 of the Code of the City of Beacon concerning rental properties to prohibit eviction without good cause.

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

Section 1. Purpose :

Tenants require additional protections to prevent displacement. The purpose of this local law is to protect tenants from eviction by requiring good cause be shown before a property owner can evict a tenant and to enforce the rental property registration requirement by prohibiting collection of rent during periods of noncompliance.

Section 2. Chapter 173 of the Code of the City of Beacon entitled “Rental Properties Registration” is hereby repealed in its entirety.

Section 3. Chapter 173 of the Code of the City of Beacon entitled “Rental Properties” is hereby created as follows:

Chapter 173. Rental Properties

Article I. Definitions

§ 173-1 Definitions.

A. As used in this chapter, these terms shall have the following meanings:

ACTION or PROCEEDING

Any action or proceeding which may be instituted in the City Court of the City of Beacon, or any other court of competent jurisdiction, to enforce this chapter.

BUILDING

Any improved real property, residential, commercial (nonresidential) or mixed use (commercial-residential), located within the City of Beacon.

DISABLED PERSON

A person who has any condition which substantially limits one or more of such person’s major life activities, and which are expected to be either permanent or to last for more than six months; or a person who is regarded to have such an impairment.

HOUSING ACCOMMODATION

Any residential premises offered for rent within the City of Beacon.

LANDLORD

Any owner, lessor, sublessor, assignor, or other person receiving or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of the foregoing.

NON-OWNER-OCCUPIED PROPERTY

A property that does not qualify as owner-occupied.

OWNER

Any individual or individuals, partnership or corporation or other organization, whether for-profit or otherwise, in whose name title to a building stands, including a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation in control of the property.

OWNER-OCCUPIED PROPERTY

A property used by the property owner(s) as their primary residence. If the property is owned by a business entity, all owners of the business entity must use the property as their primary residence. When a property is titled in the name of a trustee, the property shall be considered an occupied primary residence if the grantor or grantee is the occupant of the property.

PRIMARY RESIDENCE

The primary location that a person inhabits and resides for at least 180 days in the calendar year.

PROCESS

Any notice, summons or other process issued under any provision of the Code of the City of Beacon or any law or regulation of the State of New York.

RENT

Any consideration, including any bonus, benefit or gratuity demanded or received for or in connection with the possession, use or occupancy of housing accommodations.

RENTAL PROPERTY

Any property which is rented, intended for rental, leased, let or hired out to be occupied for residential, commercial (nonresidential) or mixed use (commercial - residential).

TENANT

A tenant, sub-tenant, lessee, sublessee, assignee, an occupant of a rooming house or hotel as defined in section seven hundred eleven of the Real Property Actions and Proceedings Law or any other person entitled to the possession, use or occupancy of any housing accommodation.

Article II. Non-Owner-Occupied Registration Requirements

§ 173-2 Intent.

The City of Beacon finds that there are numerous City residential and commercial properties owned by persons who do not occupy said property. It is important for the effective enforcement of applicable fire and housing codes and to better protect the health and safety of those located in and near non-owner-occupied residential and commercial properties that a current list of such owners be maintained by the City through a registration filing process.

§ 173-3 Registration of property required.

- A. The owner of non-owner-occupied property shall register the property with the Building Department of the City of Beacon on a form provided by the Building Department of the City of Beacon. This form shall be known as the "Landlord Registration Statement," which shall be signed by the owner under oath.
- B. It shall be a violation of this article for an owner to offer any non-owner-occupied building for rent, or to rent any building, or to allow any building to be occupied other than by an owner without having registered pursuant to this article.

§ 173-4 Landlord registration statement; managing agent designation.

- A. Every owner of a non-owner-occupied property shall file with the Building Department of the City of Beacon a landlord registration statement, on forms to be provided by the Building Department of the City of Beacon, containing the following:
 - (1) A description of the premises by street number or block and lot number, including tax identification number.
 - (2) The owner's name, residential address and mailing address, business telephone number, home telephone number, cell telephone number, fax number and e-mail address, and if such owner is a corporation or other organization, the name and address of such entity and the name and residential and business address, together with the business telephone number, cell phone number, fax number and e-mail address, of the president and of the treasurer of such corporation or organization.
 - (3) Designation of managing agent.
 - (a) In the event an owner does not reside within a fifteen-mile radius of the City of Beacon, the owner shall provide the following information to the Building Department of the City of Beacon, with respect to the managing agent:

[1] The name, the residence, business and e-mail addresses and the business and residential telephone and fax numbers of a natural person, 18 years of age or over, who shall reside within a fifteen-mile radius and who shall be designated by such owner as the managing agent responsible for and in control of the maintenance and operation of such non-owner-occupied property and who shall be designated as the person upon whom process may be served on behalf of the owner.

- (b) The managing agent or owner shall keep a current record of all tenants, and their names and addresses, who are renting, leasing or living in the premises. There shall be endorsed upon such designation statement a written consent to such designation signed by the managing agent. An owner who is a natural person and who meets the requirements of this subsection as to the location of the residence or place of transacting business of a managing agent may designate himself or herself as such managing agent.
- (c) Nothing contained in this section shall be construed as preventing a corporation which is an owner of real property from designating as its managing agent any officer of such corporation who meets the requirements of this subsection as to location of the residence or the place of transacting business of the managing agent.
- (d) Any designation of managing agent made pursuant to this section shall remain in full force and effect until changed or terminated as hereinafter provided.
- (e) The owner is required to keep this designation information current, and when there is a change in ownership or managing agent, the owner shall be required to update such information by amending the landlord registration statement and designation accordingly within 15 days from the date of any such change.

- B. Upon submission of the completed landlord registration statement, the Statement shall be reviewed by the Building Department of the City of Beacon within three business days of submission. Should the Building Department of the City of Beacon determine that the statement is incomplete, defective or untrue, the statement shall be rejected and returned to the filer, and the owner shall be deemed not in compliance with this article.
- C. The owner of the rental property shall notify the Building Department of the City of Beacon, in writing, whenever the information provided in the landlord registration statement is no longer accurate or complete.

- D. A copy of the landlord registration statement shall be annexed to any non-owner-occupied agreement with a tenant, and the filing and approval of such statement by the Building Department of the City of Beacon shall be required for the owner to rent any non-owner-occupied unit in the non-owner-occupied property.
- E. If, after filing the landlord registration statement pursuant to this article, the owner of such non-owner-occupied property shall have transferred or granted to another his/her right, title or interest therein, such owner shall file with the Building Department of the City of Beacon, within 15 days after such grant or transfer, a written statement, under oath, which shall contain the name and residence, business address, business and home telephone number, cell telephone number, fax number, and e-mail of the grantee, transferee or other successor to the owner or, if such grantee, transferee or successor is a corporation or other organization, the name and address of such entity, including the name of its president and its treasurer, and their addresses, business and residence telephone numbers and cell numbers, as well as, their e-mail addresses and fax numbers. If the owner is unable to secure the foregoing information from the grantee, transferee or purchaser, then the owner shall immediately so notify the Building Department of the City of Beacon, in writing, of such inability.
- F. If, after the filing of any landlord registration statement with the Building Department of the City of Beacon pursuant to this article, any change, other than a designation of a different managing agent or different ownership, occurs in any name, residence or any business address set forth in such statement, the owner, within 15 days after such change, shall notify the Building Department of the City of Beacon, in writing, under oath, setting forth the particulars of such change so as to supply the information necessary to correct the last filed landlord registration statement.
- G. An owner may terminate such managing agent designation by filing with the Building Department of the City of Beacon a written statement, under oath, designating a new managing agent made in conformity with the provisions of this article.
- H. Any landlord registration statement or designation of managing agent required to be filed with the Building Department of the City of Beacon shall be signed by such owner or, if such owner is a corporation or other organization, by the president or treasurer thereof, under oath.
- I. Any landlord registration statement or designation of managing agent shall be deemed prima facie proof of the truth of the statement or designation in any action or proceeding instituted by the City of Beacon or other agency against an owner or managing agent of a rental property in the City of Beacon.

§ 173-5 Public access to records.

Any person, upon request, may inspect and copy a landlord registration statement or designation of managing agent form on file with the City's Building Department pursuant to the Freedom of Information Law.

§ 173-6 Non-owner-occupied permit required.

- A. Non-owner-occupied permit. A non-owner-occupied property shall not be occupied by any tenant without a valid non-owner-occupied permit issued by the Building Department.
- B. The Building Department of the City of Beacon shall issue such permit after approval of a valid landlord registration statement, which shall be approved or denied within three business days of its submission. Such non-owner-occupied permit shall be valid until such time as the owner or any new owner is required to file a new landlord registration statement.

§ 173-7 Revocation or suspension of permit.

Any permit issued pursuant to this article may be revoked or suspended by the Building Department of the City of Beacon for cause, after notice to the owner and after an opportunity for the owner to be heard by the Building Department, upon a finding by the Building Department that any requirement of this article has been violated.

§ 173-8 Permit fees.

Each applicant for a non-owner-occupied permit, pursuant to this article requiring the filing of a landlord registration statement, shall pay a non-owner-occupied permit fee once every three years in an amount set forth in the City of Beacon fee schedule .

§ 173-9 Effect on other laws.

Nothing in this article shall be deemed to preempt the laws of the State of New York for the rental of residential or commercial property or the application of other City of Beacon laws and ordinances and the Code to the premises, including inspection of the premises.

§ 173-10 Prohibition on collection of rent and eviction.

The owner of a non-owner-occupied property shall be prohibited from collecting rent or evicting a tenant during any period of noncompliance with this article. The owner of a non-owner-occupied property shall also be prohibited from collecting rent for any unit that is not in compliance with the certificate of occupancy or any provision of the applicable provisions of the Uniform Code or City Code. Nothing herein shall prevent a landlord, upon receipt of the rental property registration, from receiving the equitable value of the occupancy of the premises from the earliest date of occupancy, but in no event shall a landlord recover in excess of the agreed rent. Failure on the part of the tenant to pay the equitable value of the occupancy of the premises from the earliest date of occupancy until the landlord's receipt of

the rental property registration may not be used as a basis for eviction.

§ 173-11 Enforcement.

The City of Beacon shall enforce compliance with this article by seeking civil penalties, instituting a criminal proceeding, or both.

- A. Criminal proceeding. A summons or appearance ticket for any violation of this article may be served on the owner, or in the event that an owner designates a managing agent pursuant to § 173-4A(3), of this article, process may be served on the managing agent of the non-owner-occupied property with equal force and effect as if served on the owner.

§ 173-12 Service of notice of violation.

Notice of noncompliance with this article shall be made:

- A. By delivering to, and leaving a copy of a notice of violation of this article with, any person or persons violating the provisions of this article.
- B. By sending, by registered or certified mail, a notice of violation to the owner or managing agent at the address on file in the landlord registration statement.
- C. By sending, if no such address is on file, a notice of violation to the most current address in the City Assessor's Office, by registered or certified mail, to the owner and managing agent.
- D. If such person or persons cannot be served by any of the aforesaid methods, then such notice or order may be served by posting the same in a conspicuous place upon the non-owner-occupied property where such violation is alleged to exist, or upon the rental property to which such notice may refer, which shall be the equivalent of personal service of said notice upon all parties, including the owner and/or managing agent of the non-owner-occupied property.
- E. By any other method or service authorized pursuant to the New York Civil Practice Law and Rules.

§ 173-13 Penalties for offenses.

Violations of this article constitute an offense within the meaning of the Penal Law of the State of New York, punishable as provided by law. In addition, a violation of any provision of this article shall be subject to the following penalties under this article:

- A. For the first offense by an owner or managing agent of up to five non-owner-occupied units: a fine of \$200;
- B. For the first offense by an owner or managing agent of between six and 10 non-owner-occupied units: a fine of \$500;
- C. For the first offense by an owner or managing agent of more than ten non-owner-occupied units: a fine of \$750; and
- D. For each subsequent offense in each foregoing unit category of ownership or management: a fine of \$400, \$1,000, and \$1,500, respectively.

Article III Prohibition of Eviction Without Good Cause Law

§ 173-14 Applicability.

This article shall apply to all housing accommodations except:

- A. Owner-occupied premises with less than four dwelling units
- B. Premises where the possession, use or occupancy of which is solely incidental to employment and such employment is being lawfully terminated.
- C. Premises otherwise subject to regulation of rents or evictions pursuant to state or federal law to the extent that such state or federal law requires “good cause” for termination or non-renewal of such tenancies.
- D. Premises sublet pursuant to section two hundred twenty-six-b of the NYSRPL or otherwise, whether the sub-lessor seeks in good faith to recover possession of such housing accommodation for personal use and occupancy.

§ 173-15 Necessity for good cause.

No landlord shall, by action to evict or to recover possession, by exclusion from possession, by failure to renew any lease, or otherwise, remove any tenant from housing accommodation except for good cause as defined in section 17 of this article.

§ 173-16 Grounds for removal of tenants.

- A. No landlord shall remove a tenant from any housing accommodation, or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, except upon order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which the petitioner or plaintiff has established one of the following grounds as good cause for removal or eviction:
 - (1) The tenant has failed to pay rent due and owing, provided, however, that the rent due and owing, or any part thereof, did not result from a rent increase or pattern of rent increases which, regardless of the tenant's prior consent, if any, is unconscionable or imposed for the purpose of circumventing the intent of this article. In determining whether all or part of the rent due and owing is the result of an unconscionable rent increase or pattern of rent increases, the Court may consider, among other factors, i) the rate of the increase relative to the tenant's ability to afford said increase, ii) improvements made to the subject unit or

common areas serving said unit, iii) whether the increase was precipitated by the tenant engaging in the activity described at section 223-b(1)(a)-(c) of the Real Property Actions and Proceedings Law, iv) significant market changes, v) the condition of the unit or common areas serving the unit, vi) the consumer price index, vii) the frequency that the landlord increases rent for the tenant, viii) the amounts of previous rent increases for the tenant, and ix) building sale price, , and it shall be a rebuttable presumption that the rent for a dwelling not protected by rent regulation is unconscionable or imposed for the purpose of circumventing the intent of this article if said rent has been increased in any calendar year by a percentage exceeding five percent, unless such rent increase is justified by one or more factors set forth herein,

- (2) The tenant is violating a substantial obligation of their tenancy, other than the obligation to surrender possession, and has failed to cure such violation after written notice that the violation cease within ten (10) days of receipt of such written notice, provided however, that the obligation of tenancy for which violation is claimed was not imposed for the purpose of circumventing the intent of this article;
- (3) The tenant is committing or permitting a nuisance in such housing accommodation, or is maliciously or by reason of negligence damaging the housing accommodation; or the tenant's conduct is such as to interfere with the safety and comfort of the other tenants or occupants of the same rental property;
- (4) Occupancy of the housing accommodation by the tenant is in violation of or causes a violation of law and the landlord is subject to civil or criminal penalties; therefore, provided however that the City of Beacon Building Inspector has issued an order requiring the tenant to vacate the housing accommodation. No tenant shall be removed from possession of a housing accommodation on such ground unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the order to vacate. In instances where the landlord does not undertake to cure conditions of the housing accommodation causing such violation of the law, the tenant shall have the right to pay or secure payment in a manner satisfactory to the court, to cure such violation provided that any tenant expenditures shall be applied against rent to which the landlord is entitled. In instances where removal of a tenant is absolutely essential to their health and safety, the removal of the tenant shall be without prejudice to any leasehold interest or other right of occupancy the tenant

may have, and the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. Nothing herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary damages against the landlord to compel compliance by the landlord with all applicable laws;

- (5) The tenant is using or permitting the housing accommodation to be used for an illegal purpose;
- (6) The tenant has unreasonably refused the landlord access to the housing accommodation for the purpose of making necessary repairs or improvements required by law or for the purpose of showing the housing accommodation to a prospective purchaser, mortgagee, or other person having a legitimate interest therein;
- (7) The landlord seeks in good faith to recover possession of a housing accommodation located in a building containing fewer than twelve units because of immediate and compelling necessity for their own personal use and occupancy as their principal residence, or the personal use and occupancy as a principal residence of their immediate family member including but not limited to a partner, spouse, parent, child, stepchild, father-in-law, ~~or~~ mother-in-law, grandparent etc. when no other suitable housing accommodation in such building is available. This paragraph shall permit recovery of only one housing accommodation and shall not apply to a housing accommodation occupied by a tenant who is sixty-two years of age or older or who is a disabled person;
- (8) The landlord seeks in good faith to recover possession of any or all housing accommodations located in a building with less than five (5) units to personally occupy such housing accommodations as their principal residence;
- (9) Where the tenant has refused in bad faith to enter into a written lease which has been offered in good faith to the tenant by the landlord, subject to the following.
 - (a) The proposed written lease must have been offered to the tenant in writing on at least two occasions at least two weeks apart, which such written offer to include,
 - [1] an original and one copy of the proposed written lease, executed by the landlord or their designee;
 - [2] notice of the landlord's intention to pursue eviction within 120 days pursuant to this article if the tenant rejects the proposed written lease

and/or does not enter into said lease within forty-five days of the initial offer;

[3] clear instructions to the tenant concerning the manner in which the tenant is to communicate to the landlord acceptance or rejection of the written lease; and

[4] Notice of any proposed increase equal to or greater than 3.5% shall be provided in compliance with NY Real Property Law Section 226-C.

(b) The proposed written lease shall not supersede an existing, active lease to which the landlord and the tenant are parties;

(c) The terms of the proposed written lease may not:

[1] be unreasonable and/or mandate or proscribe activities not rationally related to the regulation of activities which would create a nuisance at the property or cause discomfort to the tenants or occupants of the same or adjacent buildings or structures as described at section A(3) above; or

[2] substantially alter the terms any of any existing lease;

(d) The proposed written lease shall not be offered for the purposes of circumventing this article;

(e) The tenant shall be entitled to dismissal of any eviction petition brought for the tenant's refusal to enter into a lease according to these terms if:

[1] the tenant consents to enter into the proposed written lease presented in the first offer pursuant to subsection 10(a) at any time prior to the execution of the warrant of eviction regardless of landlord's willingness to accept said consent at the time it is communicated; and/or

[2] prior to the commencement of the eviction proceeding the tenant attempted in good faith to negotiate the terms of the proposed written lease and that the landlord refused in bad faith to engage in such negotiation; and/or

[3] the tenant's failure to enter into the proposed written lease was due to a good faith failure to comprehend the terms of the proposed written lease;

[4] the tenant is a victim of domestic violence as defined by NY Social Service Law §459-A and is unable to safely enter into the proposed

written lease due to good faith concerns for the tenant's personal safety; and/or

[5] the proposed written lease includes an increase in rent or increase in the tenant's responsibility for recurring payments associated with the tenancy which is unreasonable or imposed for the purposes of circumventing the intent of this article per subsection (A), above.

(f) That any proceeding for eviction pursuant to this subsection shall have been commenced within 120 days of the proposed written lease first having been offered to the tenant.

B. A tenant required to surrender a housing accommodation by virtue of the operation of paragraph (7), (8), or (9) of subsection (A) of this section shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this provision a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees.

C. Nothing in this section shall abrogate or limit the tenant's right, pursuant to section 751 of the NY Real Property Actions and Proceedings Law, to permanently stay the issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as a nonpayment, objectionable tenancy, or holdover proceeding, the underlying basis of which is the nonpayment of rent, so long as the tenant complies with the procedural requirements of section 751 of the NY Real Property Actions and Proceedings Law.

§ 173-17 Intimidation and Illegal Conduct.

A. It shall be a rebuttable presumption that the eviction is not for good cause if there is a history of landlord intimidation of the tenant or illegal conduct pertaining to the landlord tenant relationship.

B. For the purpose of this Section, illegal conduct and intimidation shall be deemed established by the Tenant's establishment through written proof, such as a police report or testimony demonstrating illegal behavior or the use of aggressive methods by the landlord in an attempt to pressure or harass a tenant.

§ 173-18 Preservation of existing requirements of law.

No action shall be maintainable, and no judgment of possession shall be entered for housing accommodations pursuant to this article, unless the landlord has complied with any and all applicable laws governing such action or proceeding and has complied with any and all applicable laws governing notice to tenants including, without limitation, the manner and the time of service of such notice and the contents of such notice.

§ 173-19 Waiver of rights void.

Any agreement by a tenant heretofore or hereinafter entered into in a written lease or other rental agreement waiving or modifying their rights as set forth in this article shall be void as contrary to public policy.

Section 4. City Council Review

The City Council shall review the proposed local law in June 2023 to determine the impacts of Article III and reevaluate the need of the good cause eviction provisions.

Section 5. Ratification, Readoption and Confirmation

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

Section 6. Numbering for Codification

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

Section 7. Severability.

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

had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 8. Effective Date

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

DRAFT



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 36 OF 2022

**RESOLUTION SETTING A PUBLIC HEARING FOR FEBRUARY 22, 2022 FOR A PROPOSED
LOCAL LAW TO ADOPT PROPOSED LOCAL LAW TO AMEND CHAPTER 173 OF THE
CODE OF THE CITY OF BEACON CONCERNING RENTAL PROPERTIES TO PROHIBIT
EVICTION WITHOUT GOOD CAUSE**

BE IT RESOLVED THAT the City Council hereby sets a public hearing for February 22, 2022 for a Proposed Local Law regarding Good Cause Eviction.

Resolution No. 36 of 2022			Date: <u>February 7, 2022</u>					
☐ Amendments			☐ 2/3 Required					
☐ Not on roll call.			☐ On roll call					
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent	Tabled
		Paloma Wake						
		Justice McCray						
		George Mansfield						
		Wren Longno						
		Molly Rhodes						
		Dan Aymar-Blair						
		Mayor Lee Kyriacou						
		Motion Carried						

City of Beacon City Council Agenda
02/07/2022

Title:

City Council Meeting Minutes - January 18, 2022

ATTACHMENTS

[City Council Meeting Minutes January 18, 2022](#)



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

**January 18, 2022
7:00 PM
City Council Agenda**

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. Due to COVID-19, 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/667793599>. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

Mayor Lee Kyriacou
Councilmember Paloma Wake, At Large
Councilmember George Mansfield, At Large
Councilmember Molly Rhodes, Ward One
Councilmember Justin McCray, Ward Two
Councilmember Wren Longno, Ward Three
Councilmember Dan Aymar-Blair, Ward Four

Also Present

Chris White, City Administrator
Nicholas Ward-Willis, City Attorney

Call to Order

Pledge of Allegiance Roll Call

Public Comment

[Notice of Meeting Location January 18, 2022](#)

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 18 - Approving the Appointment of Firefighter Mark Romanelli to the Position of Fire Lieutenant](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember McCray.

Motion passes 7 – 0

2. [Resolution No. 19 - Approving the Appointment of Firefighter Christopher Donovan to the Position of Fire Lieutenant](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Wake.

Motion passes 7 – 0

3. [Resolution No. 20 - Approving the Appointment of Firefighter Robert Simmonds Jr. to the Position of Fire Lieutenant](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember McCray.

Motion passes 7 – 0

4. [Resolution No. 21 - Approving the Appointment of Gregory Post to the Position of Senior Wastewater Treatment Plant Operator Type A Plant](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Mansfield.

Motion passes 7 – 0

5. [Resolution No. 22 - Approving the Appointment of Marisa Lomonaco to the Conservation Advisory Committee](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Wake.

Motion passes 7 – 0

6. [Resolution No. 23 - Authorizing the City Administrator to Execute an Agreement with Legal Services of the Hudson Valley for Tenant Advocacy Services](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Wake.

Motion passes 7 – 0

7. [Resolution No. 24 - Urging New York State to Adopt Legislation Concerning Speed Limits](#)

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember Longno.

Motion passes 7 – 0

8. [Resolution No. 25 - Exercising Extension of 2021 Real Property Tax Exemption to 2022 City Assessment Roll](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Rhodes.

Motion passes 7 – 0

Approval of Minutes

1. [City Council Meeting Minutes - January 3, 2022](#)

Motion to approve the minutes from December 20, 2021 by Councilmember Mansfield

Second by Councilmember Wake

Motion passes 7 – 0

2nd Opportunity for Public Comments

Discussion

1. [City Councilmembers continued discussion of the 2022 City Council Agenda](#)

Executive Session

Motion to go into an Executive Session regarding Personnel and to end the January 18, 2022 City of Beacon City Council Meeting with no further business by Councilmember Mansfield.

Second by Councilmember Wake.

Motion passes 7 – 0

Motion to end executive session by Councilmember Mansfield.

Second by Councilmember Wake.

Motion passes 7 – 0

Adjournment

Motion to adjourn by Councilmember Mansfield.

Second by Councilmember Longno.

Motion passes 7 – 0

City of Beacon City Council Agenda
02/07/2022

Title:

Executive Session - Contract Negotiations

ATTACHMENTS