



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

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

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

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

Swearing in of Nicholas Anzovino and Jonathan Underwood as Police Officers

Workshop

South Avenue Sidewalk Replacement Bid Award to Precise Enterprises II, LTD.

Fishkill Avenue and Hanna Lane Sewer Replacement Bid Award to Sun Up Construction Corp.

2022 Beacon Accessible Curb Ramps Bid Results

Regulation of Leaf Blower Use

Public Comment

Reports: Mayor, City Council, and City Administrator

1. Proclamation in Honor of Staff Sergeant Bryan M. Faison

Local Laws and Resolutions

1. Resolution No. 96 - Authorizing the City Administrator to Execute an Agreement with Precise Enterprises II, LTD. for the South Avenue Sidewalk Replacement
2. Resolution No. 97 - Authorizing the City Administrator to Execute an Agreement with Sun Up Construction Corp. for Fishkill Avenue and Hanna Lane Sewer Replacement
3. Resolution No. 98 - Rejecting the Bid Received for the 2022 Beacon Accessible Curb Ramps Project

Approval of Minutes

1. Approval of Minutes - July 5, 2022

2nd Opportunity for Public Comments

Executive Session

[Executive Session](#)

Adjournment

City of Beacon City Council Agenda
07/18/2022

Title:

Swearing in of Nicholas Anzovino and Jonathan Underwood as Police Officers

ATTACHMENTS

[Memorandum from the Chief of Police for the Appointment of Nicholas Anzovino](#)

[Memorandum from the Chief of Police for the Appointment of Jonathan Underwood](#)



CITY OF BEACON
POLICE DEPARTMENT

1 MUNICIPAL PLAZA, SUITE 3
BEACON, NY 12508
(845)831-4111
FAX: (845)838-5092



TO: Mayor Kyriacou and City Council

FROM: Chief of Police Sands Frost

RE: Proposed Appointment of Nicholas Anzovino to the Position of Police Officer

DATE: June 21, 2022

The City of Beacon Police Department would like to hire Nicholas Anzovino to fill the position of Police Officer.

Nicholas is 23 years old and is a Beacon resident. He graduated from Beacon High School and is currently attending SUNY Ulster. He also previously served in the United States Army in the Military Police and was honorably discharged.

Nicholas has work experience as a security guard at New York Presbyterian Hudson Valley Hospital and as a spread operator at Chemprene. He is currently in Phase 1 Police Academy in Ulster County.

If approved by City Council, Nicholas would have a start date of June 22, 2022 and would begin Phase 2 Police Academy in Ulster County on July 7, 2022. Based on my involvement the thorough hiring process that the City of Beacon uses to evaluate potential new Police Officers, I formally recommend and request that the City Council vote to approve the appointment of Nicholas Anzovino to the position of Police Officer.



CITY OF BEACON
POLICE DEPARTMENT
1 MUNICIPAL PLAZA, SUITE 3
BEACON, NY 12508
(845)831-4111
FAX: (845)838-5092



TO: Mayor Kyriacou and City Council

FROM: Chief of Police Sands Frost

RE: Proposed Appointment of Jonathan Underwood to the Position of
Police Officer

DATE: June 21, 2022

The City of Beacon Police Department would like to hire Jonathan Underwood to fill the position of Police Officer.

Jonathan is 25 years old and is a Beacon resident. He graduated from Beacon High School and attended Alfred University, Dutchess community College, and Hudson Valley Community College, earning 75 credits in the fields of Criminal Justice and Applied Science.

Jonathan is currently employed by Certain Teed Gypsum Saint Gobain as a production operator. He has previous work experience at Rainbow Pools, as a merchandiser at D. Bertaline & Sons, Inc., and at Hudson Valley Community College, where he assisted handicapped students with note taking and work study.

If approved by City Council, Jonathan would likely begin the Dutchess County Police Academy on July 5, 2022. Based on my involvement the thorough hiring process that the City of Beacon uses to evaluate potential new Police Officers, I formally recommend and request that the City Council vote to approve the appointment of Jonathan Underwood to the position of Police Officer.

City of Beacon City Council Agenda
07/18/2022

Title:

South Avenue Sidewalk Replacement Bid Award to Precise Enterprises II, LTD.

ATTACHMENTS

Lanc & Tully Engineering and Surveying, P.C. Award Recommendation for the South Avenue Sidewalk Replacement Project

Draft Agreement for the South Avenue Sidewalk Replacement

7

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 Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 11, 2022

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

and

Mr. Michael Manzi
Highway Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: South Ave. Sidewalk Replacement
West Center St. to Wolcott Ave.
City of Beacon
Award Recommendation

Dear Mr. White & Mr. Manzi:

A total of seven (7) bid proposals were submitted and opened on June 30, 2022, for the ***South Avenue Sidewalk Replacement (West Center St. to Wolcott Ave.)*** project. The seven proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. One of the bid submittals was found to have errors but did not impact the overall order of the bids. All proposals submitted were complete.

The following tabulation shows the order from lowest bidder, the name of the bidder, and the total contract amount and the corrected value of the contract if it contained errors. The engineer's estimate for the project was approximately \$185,000.00.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED CONTRACT AMOUNT
Precise Enterprises II, LTD. Wallkill, NY	\$185,998.52	\$185,998.88

Con-Tech Construction Technology, Inc. Carmel, NY	\$186,927.00	N.A.
Sun Up Construction Wappingers Falls, NY	\$193,873.00	N.A.
Gianfia Corp. Hawthorne, NY	\$208,895.00	N.A.
Argenio Bros., Inc. New Windsor, NY	\$258,258.00	N.A.
B&K Excavating, Inc. Pleasant Valley, NY	\$279,128.30	N.A.
Arold Construction Co., Inc. Kingston, NY	\$281,443.00	N.A.

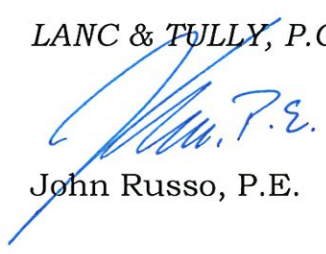
The lowest bidder is Precise Enterprises II, Ltd., with the corrected total base bid amount of \$185,998.88. Precise Enterprises II, Ltd. has submitted information related to projects in which they have completed the work as outlined within the proposed project. References supplied were called and checked to verify the work completed by the prospective low bidder and were found to be acceptable. In our opinion, Precise Enterprises II, Ltd. should be considered the lowest responsible bidder based upon the submitted information 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 **South Avenue Sidewalk Replacement (West Center St. to Wolcott Ave.)** project to Precise Enterprises II, Ltd.

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

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 2022 by and between City of Beacon acting herein through its Mayor, hereinafter called "OWNER" and _____, a corporation of the City of _____, County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to: Reconstruct within the City of Beacon, **South Avenue Sidewalk Replacement** hereinafter called the project, for the sum of:

_____ (\$_____) and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, the General Conditions, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Lanc & Tully Engineering and Surveying, P.C., herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

1. **CONTRACTOR** hereby agrees to complete the work under this contract within 60 calendar days after the date shown in the Notice to Proceed. The **CONTRACTOR** further agrees to pay liquidated damages for each consecutive calendar day thereafter, in accordance with the schedule in the Information for Bidders. The terms and conditions of the Contract Documents shall become enforceable upon the adoption of a Resolution by the City Council to award the Contract to the Contractor.
2. **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions. The **OWNER** shall retain 5% of each progress payment, in accordance with the provisions of the General Conditions and General Municipal Law, until final completion and acceptance of all work.
3. Prior to the commencement of construction, the **CONTRACTOR** shall meet with all known public and private utility companies occupying the work site. At this meeting the **CONTRACTOR** shall inform the utility companies of the contractor's schedule of operations and coordinate the contractor's work with these companies.
4. The **CONTRACTOR** specifically agrees that the contractor has taken into account and included in the contractor's unit prices and lump sum prices bid, for various items of the contract, any additional cost of doing the work under this contract because of not having a clear site for the work, because of interference of roadway use by the utilities and because of the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

AGREEMENT - *continued*

5. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
6. *CONTRACTOR* agrees:
 - A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
 - B. Any litigation brought by the *CONTRACTOR* based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located, trial to be without jury.
 - C. Any legal process or notice connected with any litigation may be served on the *CONTRACTOR* by U.S. registered mail, postage prepaid, addressed to the *CONTRACTOR* at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the *CONTRACTOR* or at the *CONTRACTOR'S* last known address, and that service in such manner shall constitute good and valid service of process upon the *CONTRACTOR*.
 - D. The *CONTRACTOR* hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
 - E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.
 - F. The *CONTRACTOR* agrees that it will indemnify and save the *OWNER* harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The *CONTRACTOR* must, at the *OWNER'S* request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the *CONTRACTOR* fails to do so, then the *OWNER* may, after having served written notice on the *CONTRACTOR*, either pay unpaid bills, of which the *OWNER* has written notice, direct, or withhold from the *CONTRACTOR'S* unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the *CONTRACTOR* shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the *OWNER* to the *CONTRACTOR*.

AGREEMENT - *continued*

- G. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the OWNER and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR of his/he sureties from any obligation under this Contract or any Performance and Payment Bond required hereunder.
- H. Defense of Action Suit – Neither the Owner nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Owner nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the Owner, the Contractor or others, occurring during or resulting from the work. The Contractor shall indemnify and save harmless the Owner, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the Owner's negligence.
- 7. The Contractor shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts stated in this bid document for the protection of the Contractor and the Owner, stamped by the insurer "Premium Paid". These policies shall be written by an insurance company or companies approved by the Owner.
- 8. Owner shall have the right, unless otherwise provided herein, to immediately stop work and/or terminate the contract if:
 - A. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - B. A receiver or liquidator is appointed for the Contractor or for any of his/her/its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days.
 - C. The Contractor refuses or fails to prosecute the work or any part thereof with due diligence.
 - D. The Contractor fails to make prompt payment to persons supplying labor for the work.
 - E. The Contractor fails or refuses to comply with all applicable laws and ordinances.
 - F. The Contractor is guilty of a substantial violation of any provision of the contract.

AGREEMENT - continued

- G. In any event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his/her/its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Owner for such excess.
9. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him/her/it under this Contract shall be that of an independent contractor. As an independent contractor, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, his/her/its agents, or employees have been negligent. The Contractor shall hold and keep the Owner free and discharged of and from any and all responsibility and liability of any sort of kind. The Contractor shall assume all responsibilities for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinance.
10. The Contractor agrees to indemnify and save the Owner, its officers, agents and employees harmless from any liability imposed upon the Owner, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.
11. In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Owner.
12. The Contractor may not assign, transfer or convey any of its respective rights or obligations under this agreement set forth herein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(Contractor)
[Seal] ATTEST:

BY: _____

(City Administrator, City of Beacon)
[Seal] F-4

City of Beacon City Council Agenda
07/18/2022

Title:

Fishkill Avenue and Hanna Lane Sewer Replacement Bid Award to Sun Up Construction Corp.

ATTACHMENTS

Lanc & Tully Engineering and Surveying, P.C. Award Recommendation for the Fishkill Avenue and Hanna Lane Sewer Main Replacement Project

Draft Agreement for the Fishkill Avenue and Hanna Lane Sewer Replacement Project

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 Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 12, 2022

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

and

Mr. Ed Balicki
Water & Sewer Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: Fishkill Ave. & Hanna Lane
Sewer Main Replacement
City of Beacon
Award Recommendation

Dear Mr. White & Mr. Balicki:

A total of eight (8) bid proposals were submitted and opened on July 7, 2022, for the ***Fishkill Ave. & Hanna Lane Sewer Main Replacement*** project. The eight proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. One of the bid submittals was found to have errors but did not impact the overall order of the bids. All proposals submitted were complete.

The following tabulation shows the order from lowest bidder, the name of the bidder, and the total contract amount and the corrected value of the contract if it contained errors. The engineer's estimate for the project was approximately \$1.03 million.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED CONTRACT AMOUNT
Sun Up Construction Corp. Wappingers Falls, NY	\$981,849.20	N.A.

Gianfia Corp. Hawthorne, NY	\$1,112,961.25	N.A.
Merritt Construction Inc. Saugerties, NY	\$1,358,643.58	N.A.
Grant Street Construction Cortland, NY	\$1,388,000.00	N.A.
Argenio Bros., Inc. New Windsor, NY	\$1,398,398.00	N.A.
Brennan Construction Brewster, NY	\$1,781,405.00	N.A.
Con-Tech Construction Technology, Inc. Carmel, NY	\$1,826,280.00	N.A.
Yonkers Excavating Corp. Carmel, NY	\$1,827,708.18	\$1,827,793.53

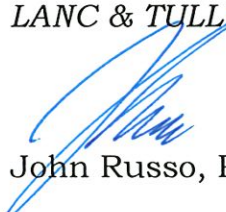
The lowest bidder is Sun Up Construction Corp., with the total base bid amount of \$981,849.20. Sun Up Construction Corp. has submitted information related to projects in which they have completed the work as outlined within the proposed project. References supplied were called and checked to verify the work completed by the prospective low bidder and were found to be acceptable. In our opinion, Sun Up Construction Corp. should be considered the lowest responsible bidder based upon the submitted information 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 **Fishkill Ave. & Hanna Lane Sewer Main Replacement** project to Sun Up Construction Corp.

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

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 2022 by and between City of Beacon acting herein through its Mayor, hereinafter called "OWNER" and _____, a corporation of the City of _____, County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to: Reconstruct within the City of Beacon, **Fishkill Ave. & Hanna Lane Sewer Replacement** hereinafter called the project, for the sum of:

_____ (\$_____) and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, the General Conditions, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Lanc & Tully Engineering and Surveying, P.C., herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

1. **CONTRACTOR** hereby agrees to complete the work under this contract within 120 calendar days after the date shown in the Notice to Proceed. The **CONTRACTOR** further agrees to pay liquidated damages for each consecutive calendar day thereafter, in accordance with the schedule in the Information for Bidders. The terms and conditions of the Contract Documents shall become enforceable upon the adoption of a Resolution by the City Council to award the Contract to the Contractor.

As time is of the essence, upon signing of Agreement Contractor hereby agrees to submit shop drawings for review. Upon approval of shop drawings, Contractor shall order all required equipment and materials for the project to minimize delays in lead time for equipment and materials.

2. Contractor hereby agrees that Use and occupancy, and deliveries to Units on Hanna Lane will not be interrupted as a result of the construction on Hanna Lane. The Contractor will cause at least one lane of vehicular access to the Condominium Property (either via Main Street or Fishkill Avenue) to remain open while performing the work required by the contract. It is understood that access to some parking locations may, however, be limited from time to time due to location of pipes and mains. It is further understood that no access over Paving Area will be available Paving Work is in progress.
3. **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions. The **OWNER** shall retain 5% of each progress payment, in accordance with the provisions of the General Conditions and General Municipal Law, until final completion and acceptance of all work.

AGREEMENT - *continued*

4. Prior to the commencement of construction, the CONTRACTOR shall meet with all known public and private utility companies occupying the work site. At this meeting the CONTRACTOR shall inform the utility companies of the contractor's schedule of operations and coordinate the contractor's work with these companies.
5. The CONTRACTOR specifically agrees that the contractor has taken into account and included in the contractor's unit prices and lump sum prices bid, for various items of the contract, any additional cost of doing the work under this contract because of not having a clear site for the work, because of interference of roadway use by the utilities and because of the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.
6. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
7. *CONTRACTOR* agrees:
 - A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
 - B. Any litigation brought by the CONTRACTOR based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located, trial to be without jury.
 - C. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service in such manner shall constitute good and valid service of process upon the CONTRACTOR.
 - D. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
 - E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.

AGREEMENT - *continued*

- F. The CONTRACTOR agrees that it will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The CONTRACTOR must, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the CONTRACTOR fails to do so, then the OWNER may, after having served written notice on the CONTRACTOR, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the OWNER to the CONTRACTOR.

- G. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the OWNER and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR of his/he sureties from any obligation under this Contract or any Performance and Payment Bond required hereunder.

- H. Defense of Action Suit – Neither the Owner nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Owner nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the Owner, the Contractor or others, occurring during or resulting from the work. The Contractor shall indemnify and save harmless the Owner, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the Owner's negligence.

- 8. The Contractor shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts stated in this bid document for the protection of the Contractor and the Owner, stamped by the insurer "Premium Paid". These policies shall be written by an insurance company or companies approved by the Owner.

AGREEMENT - *continued*

9. Owner shall have the right, unless otherwise provided herein, to immediately stop work and/or terminate the contract if:
 - A. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - B. A receiver or liquidator is appointed for the Contractor or for any of his/her/its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days.
 - C. The Contractor refuses or fails to prosecute the work or any part thereof with due diligence.
 - D. The Contractor fails to make prompt payment to persons supplying labor for the work.
 - E. The Contractor fails or refuses to comply with all applicable laws and ordinances.
 - F. The Contractor is guilty of a substantial violation of any provision of the contract.
 - G. In any event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his/her/its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Owner for such excess.
10. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him/her/it under this Contract shall be that of an independent contractor. As an independent contractor, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, his/her/its agents, or employees have been negligent. The Contractor shall hold and keep the Owner free and discharged of and from any and all responsibility and liability of any sort of kind. The Contractor shall assume all responsibilities for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of and federal, state, county or local laws, regulations or ordinance.
11. The Contractor agrees to indemnify and save the Owner, its officers, agents and employees harmless from any liability imposed upon the Owner, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.

AGREEMENT - *continued*

12. In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Owner.

13. The Contractor may not assign, transfer or convey any of its respective rights or obligations under this agreement set forth herein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(Contractor)
[Seal] ATTEST:

BY: _____

(City Administrator, City of Beacon)
[Seal]

City of Beacon City Council Agenda
07/18/2022

Title:

2022 Beacon Accessible Curb Ramps Bid Results

ATTACHMENTS

[Lanc & Tully Engineering and Surveying, P.C. Recommendation of Rejection for the 2022 Beacon Accessible Curb Ramp Project Bid Result](#)

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 Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 12, 2022

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

and

Mr. Michael Manzi
Highway Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: 2022 Beacon Accessible
Curb Ramps
City of Beacon
Rejection Recommendation

Dear Mr. White & Mr. Manzi:

A total of one (1) bid proposal was submitted and opened on July 12, 2022, for the **2022 Beacon Accessible Curb Ramps** project. The single proposal was carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. The proposal was also checked to ensure it was complete.

The lowest bidder is the singular bid received from Precise Enterprises II, Ltd., with the total base bid amount of \$92,605.00. The engineer's estimate for the project was approximately \$45,000.00.

It is our recommendation to the City Council to "reject" the single bid received for the **2022 Beacon Accessible Curb Ramps** and re-bid the project, as the received bid was double (2x) that of the engineer's estimate and to further competitive bidding.

Mr. White & Mr. Manzi

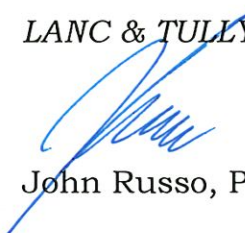
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July 12, 2022

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

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

City of Beacon City Council Agenda
07/18/2022

Title:

Regulation of Leaf Blower Use

ATTACHMENTS

[Keane & Beane, P.C. Memorandum Regarding Leaf Blower Regulations](#)

[Summary of Westchester County Leaf Blower Regulations](#)

- Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868
- Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120
- New York City Office
99 Madison Avenue
New York, NY 10016
Phone 646.794.5747

MEMORANDUM

TO: Mayor Kyriacou and Members of the City Council
of the City of Beacon

FROM: Keane & Beane, P.C.

RE: Leaf Blower Regulations

DATE: July 14, 2022

The City Council is exploring adopting additional provisions in the City Code to regulate the use of leaf blowers in the City of Beacon. Under City Code Chapter 149, Noise, sounds from power tools used for landscaping, lawn mowers and garden equipment are exempt from the restrictions of Chapter 149 when operated during daytime hours. (See City Code § 149-9.A). The Code Enforcement Officer, the Building Inspector of the City of Beacon and the City of Beacon Police Department are authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of the City's noise ordinance. Leaf blowers are considered landscaping equipment in the City Code. Such equipment may be used any time between 7:00 a.m. and 9:00 p.m. The City Code requires all motorized landscaping devices to be operated with a muffler. The language in the City Code concerning power tools is similar to the language adopted by most municipalities in Dutchess County.

Leaf Blower Regulations in New York State

In a few instances, municipalities have adopted additional regulations to further limit the hours such power equipment may be operated. For example, in the Town of East Fishkill the operation of gasoline-powered lawn mowers, leaf blowers or other gasoline-powered lawn or garden equipment or construction tools is prohibited between the hours of 9:00 p.m. and 7:00 a.m., any weekday, before 8:00 a.m. or after 9:00 p.m., Saturday or any holiday, or before 8:00 a.m. or after 9:00 p.m., Sunday. (See Town Code § 132-7.G).

We performed a general review of municipal codes in Dutchess County and no community has enacted a leaf blower ban at this time. Some municipalities in the Hudson Valley are starting the conversation about gas-powered leaf blowers. For example, the Town of Rhinebeck discussed noise regulations for gas-powered leaf and snow blowers and solicited public input regarding leaf blower regulations. Several communities in Westchester County, have banned all gasoline powered leaf blowers during certain months of the year or banned the use of such equipment completely. The New York State legislature is also considering a bill to prohibit the use of gasoline-powered leaf and lawn blowers from May 1 to September 13. Attached to this memo is a

summary of legislation adopted by municipalities in Westchester County and the proposed State legislation.

Preemption on Regulations Concerning Leaf Blower Emissions

The City may adopt legislation restriction the time, place and use of leaf blowers to limit noise, address public health concerns and control dust pollution. However, the City is preempted by the Federal Clean Air Act from regulating leaf blowers to control emissions. Title 42 U.S.C. 7543 (Section 209 of the federal Clean Air Act) provides “no state or any political subdivision thereof shall adopt or attempt to enforce any standard or other requirement relating to the control of emissions from new engines which are used in construction equipment or vehicles or used in farm equipment, and which are smaller than 175 horsepower.” 42 U.S.C. § 7543(e)(1). Thus, § 7543 broadly preempts “any requirements relating to” emission controls - in addition to any numerical standards or limits. Because lawn and garden products are portable, they are deemed off-road, “mobile sources” under the federal Clean Air Act. As a result, all local emission regulations pertaining to lawn and garden products are federally preempted. The City has the authority to adopt local laws regulating leaf blowers to address specific local concerns such noise, dust pollution and public health, but the City does not have the authority to adopt legislation based on concerns about emissions.

Questions to Consider

As the City Council contemplates adopting additional leaf blower restrictions in the City of Beacon, the Council should consider the following questions:

1. Does the City Council want to further limit the times permitted to operate leaf blowers? (i.e., to permit use of leaf blowers between 9 a.m. and 5 p.m.).
2. Does the City Council want to adopt different weekend and weekday hours to permit the operation of leaf blowers? (i.e., to permit use of leaf blowers only between the hours of 10 a.m.- 4 p.m. on Saturdays, Sundays, and holidays).
3. Does the City Council want to regulate gasoline-powered and electric leaf blowers differently?
4. Does the City Council want to adopt seasonal limits on gasoline-powered leaf blowers? (i.e., to prohibit the use of gasoline powered leaf blowers from June 1 to September 30 each year).
5. Does the City Council want to ban gasoline-powered leaf blowers permanently?
6. Would the City Council consider any exceptions to a gasoline-powered leaf blower ban? (There are some instances where use of gasoline-powered leaf blowers may be necessary such as after a significant storm event. The City Council should consider what other situations may require use of gasoline-powered leaf blowers, such as certain municipal operations.)

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
Larchmont Chapter 180	Internal-Combustion Leaf Blowers prohibited after 1/1/22	Allowed only during the following periods: April, Oct 15 – December 15	M-F: 8 am – 5:30 pm Sat: 10 am – 5:30 pm Sun + Hol: 10 – 5 pm	For Storm and Hurricane Cleanup	▪ \$250 for the first offense ▪ \$500 for the second offense, ▪ \$1,000 for the third offense	
Irvington § 148-4.B(10)	Gas-powered leaf blowers prohibited starting on 12/16/23	Until 12/16/23, gas powered leaf blowers may be used: ▪ Mar 15 – May 15 ▪ Oct 1- December 15	M-F: 8 am – 5 pm Sat: 10 am – 4pm	Golf and tennis clubs and municipal employees performing their regular duties, provided that any leaf blower may not be used within 100 feet of the nearest residents	▪ \$250 for first offense ▪ \$500 for subsequent offense	
Village of Ossining § 178-5	Use of gas-powered leaf blowers is prohibited on all properties less than ½ acre starting 1/1/23				▪ Up to \$250 ▪ Get a warning before a ticket is issued ▪ Both the owner of any instrumentality exceeding permissible noise levels and its operator shall be deemed violators of this chapter. ▪	
New Castle		Use of fuel-powered leaf	Electric leaf blowers	Significant storms,	\$250	Cannot exceed 45

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
§ 90-6.E		blowers shall be unlawful from June 1- September 30	permitted June 1- September 30 at: M-F: 9 am-8pm Sat: 9am-9pm Sun & Hol: 9am- 5pm Motorized leaf blowers permitted from October 1- May 31 at: M-F: 9 am-8pm Sat: 9am-9pm Sun & Hol: 9am- 5pm	School District's recreational fields and tennis courts, Town of New Castle recreational fields and tennis courts, country clubs' tennis courts, homeowner associations' tennis courts, swim clubs' tennis courts, golf courses, and cemeteries. In addition, the use of motorized leaf blowers may be permitted on certain properties where the Town Administrator has determined there exists a public safety concern.		dB(A) within a residential zoning district.

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
Sleepy Hollow § 272-5.F		Gas-powered leaf blowers only permitted Oct 1 – Friday commencing Memorial Day Weekend	M-F: 8 am – 5 pm Sat + Hol: 9 am – 3 pm Sun 12 – 2 pm		\$250 or 15 days imprisonment, or both	
Tuckahoe Chapter 15, Article IV		Use of gasoline-powered leaf blowers is prohibited Jun 1 – Sep 30	From June 1- September 20 use of power lawn mowers, power hedge trimmers, electric leaf blowers and any other engine-driven power tool or motorized equipment is permitted: • M-F: 8 am – 7 pm • Sat: 9 am – 5 pm • Sun + Hol: 12 – 5 pm From October 1-May 31 use of leaf blowers, power lawn mowers, power hedge trimmers and any other engine-driven power tool or motorized equipment is permitted: • M-F: 8 am – 7 pm • Sat: 9 am – 5 pm • Sun + Hol: 12 – 5 pm	Snow blowers, chain saws, and other tools and equipment that may be used to clear and plow walks, streets, sidewalks and/or driveways during and within 48 hours of snow, rain, ice, or wind storms or other similar emergencies.	▪ Fine up to \$350 ▪ Business owner liable	Prohibition from blowing clippings etc. to adjacent parcels

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
Town of Ossining § 130-7.1		Gas-powered leaf blowers prohibited between May 31 and September 30	M-F: 8:00 a.m. – 5:30 p.m. Sat: 9:00 a.m.- 6:00 p.m. Sun + Hol: 10:00 a.m. – 5:00 p.m.	Cemetery property, on pavement/impervious surfaces at half-speed, emergency situations, and upon approval from the Building Inspector	▪ Get a warning first before fines kick in ▪ First offense: \$100 ▪ Second offense: \$250 ▪ Third and going forward: \$1500 or up to 15 days in jail or both ▪ Two or more within 6-month period: \$1500 or up to 15 days in jail or both ▪ The owner of any instrumentality exceeding permissible noise levels, its operator, and/or the owner of the property from which the sound is being emitted may be deemed violators of this chapter.	

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
Pelham Manor § 139-10		Gasoline-powered leaf blowers prohibited from May 1-Oct. 14	M-F: 8:00 a.m. – 5:30 p.m. Sat: 12:00 noon- 4:00 p.m.	Utility companies, municipal and/or school district emergency operations and for a period of up to five days following storms for purposes of removing debris resulting from such storms.	▪ Fine up to \$250 and/or jail for up to 15 days	
City of Yonkers § 91-31		Gasoline-powered leaf blowers prohibited from June 1 through September 30		Commissioner may grant temporary special permits for the temporary operation of one or more gasoline-powered leaf blower	Criminal penalties: A Class II offense is a violation, subject to a fine of not less than \$100 nor more than \$5,000 or imprisonment of not more than 15 days in jail, or both. Civil penalties: A Class II offense is subject to a civil penalty of not less than \$250 nor more than \$5,000.	

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
City of Rye § 133-7		Gasoline and electric leaf blowers are prohibited between May 1 and September 30		Department of Public Works may grant an exception after significant storm events and during emergencies.	Subject to a fine of not more than \$250 or imprisonment for a term of not more than 15 days, or both. Upon any subsequent conviction for the same offense such person shall be subject to a fine of not more than \$2,000.	No leaf blower shall be operated simultaneously on the same lot with any other type of machine-powered lawn equipment. Two or more leaf blowers shall not be operated simultaneously except in R-1 Residence Districts as indicated on the City of Rye Zoning Map.
Town of Mamaroneck § 141-12		The use of gasoline-powered leaf blowers shall be unlawful in the Town during the period from June 1 through September 30 of each year.		This section shall not apply to utility companies, municipal and/or school district emergency operations and for a period of up to five days following storms for purposes of removing debris resulting from such storms.	For the first offense during a calendar year, with a fine of not less than \$125 and not more than \$250; For a second offense during the same calendar year, with a fine of not less than \$250 and not more than \$500; and For additional offenses during the same calendar	

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
					year, with a fine of \$500.	
City of Mount Vernon § 191-42		Gasoline powered leaf and lawn blowers are prohibited from June 1 to September 30, and from November 16 to April 14.			▪	
Village of Bronxville § 210-19		Internal combustion leaf blowers shall not be operated from December 15 through March 15; May 15 through October 15.	May only be operated Monday through Saturday, excluding holidays between 8:00 a.m. and 6:00 p.m.	Allowed to cleanup after storms	Any person violating any of the provisions of this Article shall be subject to a fine upon conviction thereof, not exceeding \$250 for the first offense, \$500 for the second offense, and \$1,000 for the third offense and any subsequent offenses. Conviction for violation of this Article shall be deemed a violation, not a	

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
					misdemeanor or a felony.	
Village of Dobbs Ferry § 234-26.l		Use of leaf blowers, excluding electric powered, are prohibited from May 16 to October 14 and December 16 to March 14.	Monday-Friday: 8: 00 a.m.- 6:00 p.m. Saturday, Sunday and Holidays: 10:00 a.m.-5:00 p.m.		Punishable by a fine of \$50 for the first offense and \$250 for each subsequent offense in the same calendar year	
City of White Plains § 3-4		Use of gasoline powered leaf blowers is only permitted from March 15- May 15 and October 1- December 15.	Monday-Friday: 8 a.m. – 6 p.m. Saturday, Sunday, Holidays- 10 a.m.- 6 p.m.		Any person who violates any provision of this chapter shall be deemed guilty of an offense, and upon conviction thereof shall be fined not exceeding two hundred fifty dollars (\$250.00), or may be imprisoned for not more than fifteen (15) days or both.	

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
Tarrytown § 205-3.1		The operation of a gasoline-powered leaf and garden blower is prohibited from June 15 through September 15 of each year and on Saturdays, Sundays and holidays during the period September 16 through June 14 each year.			Punishable for each offense by a fine of not more than \$250 or by imprisonment for not more than 15 days, or both.	
Scarsdale § 205-2.B		For calendar year 2021, it shall be unlawful to operate a gasoline-powered blower in the Village during the period from May 1, 2021 through September 30, 2021. Commencing in 2022, and in each calendar year thereafter, it shall be unlawful for any person, firm, corporation, or other entity to operate a gasoline-powered blower in the Village during the period from January 1 through September 30.	In 2021, the use of gasoline powered blowers from October 1, 2021 through December 31, 2021 is limited to Monday through Friday but not on Federal legal holidays. In 2022, the use of gasoline powered blowers shall be permitted in the Village from October 1 through December 31 but only Tuesday through Friday, but not on Federal legal holidays.		Punishable by a fine not exceeding \$250 or by imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment.	
Pleasantville §123-5.1		Effective May 15, 2023, use of any fuel-powered motorized leaf blower will be unlawful from May 14 th through September 30 th .	Allowing 8:00 a.m.-7 p.m. Monday through Friday, and 9:00 a.m.- 5:00 p.m. on weekends and holidays.	Significant storm events or other emergency circumstances as determined by the Superintendent of	Any person violating any provision of this chapter shall be guilty of a violation	

SUMMARY OF LOCAL REGULATIONS PERTAINING TO GAS POWERED LEAFBLOWERS

Municipality	MACHINE TYPES PROHIBITED AT ALL TIMES	SEASONAL LIMITS LEAF BLOWERS	HOURS ALLOWED (WHEN PERMITTED)	PERIOD EXCEPTIONS	ENFORCEMENT/ PENALTIES	OTHER RESTRICTIONS
				Public Works. The use of fuel-powered motorized leaf blowers shall be permitted by the Pleasantville Union Free School District to redistribute the infill back on the playing surface of the School District's natural turf fields when such infill is displaced by heavy rain.	punishable by a fine of not more than \$500, imprisonment not to exceed 15 days, or both such fine and imprisonment.	
New York State		New York State is considered a gas leaf blower ban for summer months from May 1- September 30. Bill No. A05375A and S01113A . This legislation was referred to the Senate Health Committee on May 3, 2022 and referred to the New York Assembly Health Committee on May 10, 2022.			▪	

City of Beacon City Council Agenda
07/18/2022

Title:

Proclamation in Honor of Staff Sergeant Bryan M. Faison

ATTACHMENTS

[Proclamation in Honor of Staff Sergeant Bryan M. Faison](#)



Proclamation

In Honor of Staff Sergeant Bryan M. Faison (January 19, 1986 – June 17, 2022)

Whereas, America has been blessed with an abundance of men and women who proudly and bravely serve their country while sacrificing a great deal for the cherished causes of freedom and democracy; and

Whereas, we salute their bravery and dedication to these causes and to the sovereignty of freedom-loving nations around the world, recognizing that it is an extraordinary person who willingly steps into harm's way to protect others and to defend freedom; and

Whereas, we owe our military personnel a debt of gratitude which can never be fully repaid and recognize our local military heroes who have given that last full measure of devotion; and

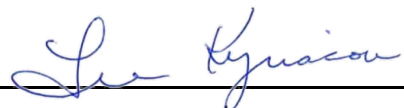
Whereas, the City of Beacon is committed to recognizing and honoring those fine individuals who make the world a better and safer place for new generations of Americans, who will continue to reap the benefits of such a proud legacy of selfless service.

Whereas, Staff Sergeant Bryan M. Faison, a native resident of the City of Beacon, did make the ultimate sacrifice on June 17, 2022 during his Army service overseas.

NOW, THEREFORE, BE IT RESOLVED, that I, Lee Kyriacou, Mayor of the City of Beacon, do hereby proclaim Saturday, July 16, 2022, as:

"Staff Sergeant Bryan M. Faison Day"

in the City of Beacon and encourage the citizens of Beacon to reflect on his patriotism, fidelity and sacrifice, and to thank his family for his sacrifice for our country to ensure the freedom and liberties we enjoy as Americans.

Signature:  Date: 7/18/2022

Lee Kyriacou, Mayor

City of Beacon City Council Agenda
07/18/2022

Title:

Resolution No. 96 - Authorizing the City Administrator to Execute an Agreement with Precise Enterprises II, LTD. for the South Avenue Sidewalk Replacement

ATTACHMENTS

Lanc & Tully Engineering and Surveying, P.C. Award Recommendation for the South Avenue Sidewalk Replacement Project

Draft Agreement for the South Avenue Sidewalk Replacement

Resolution Authorizing the City Administrator to Execute an Agreement with Precise Enterprises II LTD for the South Avenue Sidewalk Replacement

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 Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 11, 2022

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

and

Mr. Michael Manzi
Highway Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: South Ave. Sidewalk Replacement
West Center St. to Wolcott Ave.
City of Beacon
Award Recommendation

Dear Mr. White & Mr. Manzi:

A total of seven (7) bid proposals were submitted and opened on June 30, 2022, for the ***South Avenue Sidewalk Replacement (West Center St. to Wolcott Ave.)*** project. The seven proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. One of the bid submittals was found to have errors but did not impact the overall order of the bids. All proposals submitted were complete.

The following tabulation shows the order from lowest bidder, the name of the bidder, and the total contract amount and the corrected value of the contract if it contained errors. The engineer's estimate for the project was approximately \$185,000.00.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED CONTRACT AMOUNT
Precise Enterprises II, LTD. Wallkill, NY	\$185,998.52	\$185,998.88

Con-Tech Construction Technology, Inc. Carmel, NY	\$186,927.00	N.A.
Sun Up Construction Wappingers Falls, NY	\$193,873.00	N.A.
Gianfia Corp. Hawthorne, NY	\$208,895.00	N.A.
Argenio Bros., Inc. New Windsor, NY	\$258,258.00	N.A.
B&K Excavating, Inc. Pleasant Valley, NY	\$279,128.30	N.A.
Arold Construction Co., Inc. Kingston, NY	\$281,443.00	N.A.

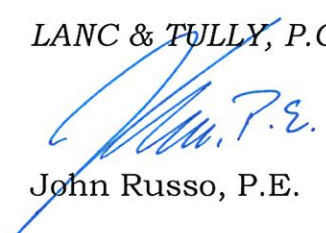
The lowest bidder is Precise Enterprises II, Ltd., with the corrected total base bid amount of \$185,998.88. Precise Enterprises II, Ltd. has submitted information related to projects in which they have completed the work as outlined within the proposed project. References supplied were called and checked to verify the work completed by the prospective low bidder and were found to be acceptable. In our opinion, Precise Enterprises II, Ltd. should be considered the lowest responsible bidder based upon the submitted information 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 **South Avenue Sidewalk Replacement (West Center St. to Wolcott Ave.)** project to Precise Enterprises II, Ltd.

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

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 2022 by and between City of Beacon acting herein through its Mayor, hereinafter called "OWNER" and _____, a corporation of the City of _____, County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to: Reconstruct within the City of Beacon, **South Avenue Sidewalk Replacement** hereinafter called the project, for the sum of:

_____ (\$_____) and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, the General Conditions, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Lanc & Tully Engineering and Surveying, P.C., herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

1. **CONTRACTOR** hereby agrees to complete the work under this contract within 60 calendar days after the date shown in the Notice to Proceed. The **CONTRACTOR** further agrees to pay liquidated damages for each consecutive calendar day thereafter, in accordance with the schedule in the Information for Bidders. The terms and conditions of the Contract Documents shall become enforceable upon the adoption of a Resolution by the City Council to award the Contract to the Contractor.
2. **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions. The **OWNER** shall retain 5% of each progress payment, in accordance with the provisions of the General Conditions and General Municipal Law, until final completion and acceptance of all work.
3. Prior to the commencement of construction, the **CONTRACTOR** shall meet with all known public and private utility companies occupying the work site. At this meeting the **CONTRACTOR** shall inform the utility companies of the contractor's schedule of operations and coordinate the contractor's work with these companies.
4. The **CONTRACTOR** specifically agrees that the contractor has taken into account and included in the contractor's unit prices and lump sum prices bid, for various items of the contract, any additional cost of doing the work under this contract because of not having a clear site for the work, because of interference of roadway use by the utilities and because of the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

AGREEMENT - *continued*

5. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
6. *CONTRACTOR* agrees:
 - A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
 - B. Any litigation brought by the *CONTRACTOR* based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located, trial to be without jury.
 - C. Any legal process or notice connected with any litigation may be served on the *CONTRACTOR* by U.S. registered mail, postage prepaid, addressed to the *CONTRACTOR* at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the *CONTRACTOR* or at the *CONTRACTOR'S* last known address, and that service in such manner shall constitute good and valid service of process upon the *CONTRACTOR*.
 - D. The *CONTRACTOR* hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
 - E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.
 - F. The *CONTRACTOR* agrees that it will indemnify and save the *OWNER* harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The *CONTRACTOR* must, at the *OWNER'S* request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the *CONTRACTOR* fails to do so, then the *OWNER* may, after having served written notice on the *CONTRACTOR*, either pay unpaid bills, of which the *OWNER* has written notice, direct, or withhold from the *CONTRACTOR'S* unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the *CONTRACTOR* shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the *OWNER* to the *CONTRACTOR*.

AGREEMENT - *continued*

- G. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the OWNER and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR of his/he sureties from any obligation under this Contract or any Performance and Payment Bond required hereunder.
 - H. Defense of Action Suit – Neither the Owner nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Owner nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the Owner, the Contractor or others, occurring during or resulting from the work. The Contractor shall indemnify and save harmless the Owner, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the Owner's negligence.
7. The Contractor shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts stated in this bid document for the protection of the Contractor and the Owner, stamped by the insurer "Premium Paid". These policies shall be written by an insurance company or companies approved by the Owner.
 8. Owner shall have the right, unless otherwise provided herein, to immediately stop work and/or terminate the contract if:
 - A. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - B. A receiver or liquidator is appointed for the Contractor or for any of his/her/its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days.
 - C. The Contractor refuses or fails to prosecute the work or any part thereof with due diligence.
 - D. The Contractor fails to make prompt payment to persons supplying labor for the work.
 - E. The Contractor fails or refuses to comply with all applicable laws and ordinances.
 - F. The Contractor is guilty of a substantial violation of any provision of the contract.

AGREEMENT - continued

- G. In any event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his/her/its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Owner for such excess.
9. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him/her/it under this Contract shall be that of an independent contractor. As an independent contractor, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, his/her/its agents, or employees have been negligent. The Contractor shall hold and keep the Owner free and discharged of and from any and all responsibility and liability of any sort of kind. The Contractor shall assume all responsibilities for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of and federal, state, county or local laws, regulations or ordinance.
10. The Contractor agrees to indemnify and save the Owner, its officers, agents and employees harmless from any liability imposed upon the Owner, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.
11. In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Owner.
12. The Contractor may not assign, transfer or convey any of its respective rights or obligations under this agreement set forth herein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(Contractor)
[Seal] ATTEST:

BY: _____

(City Administrator, City of Beacon)
[Seal] F-4



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 96 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH PRECISE ENTERPRISES II, LTD. FOR THE SOUTH AVENUE
SIDEWALK REPLACEMENT PROJECT**

WHEREAS, the City of Beacon desires to remove and dispose of the existing sidewalks along the east side of South Avenue between West Center Street and Wolcott Avenue, and to replace such afterwards; and

WHEREAS, the City of Beacon issued a request for bid under COB Bid NO. 2022-004 for South Avenue Sidewalk Replacement; and

WHEREAS, the City of Beacon received and opened bids on June 30, 2022, and the City of Beacon Engineer determined that Precise Enterprises II, LTD. 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 Precise Enterprises II, LTD. for the South Avenue Sidewalk Replacement Project, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that the 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. 95 of 2022			Date: July 18, 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

07/18/2022

Title:

Resolution No. 97 - Authorizing the City Administrator to Execute an Agreement with Sun Up Construction Corp. for Fishkill Avenue and Hanna Lane Sewer Replacement

ATTACHMENTS

[Lanc & Tully Engineering and Surveying, P.C. Award Recommendation for the Fishkill Avenue and Hanna Lane Sewer Main Replacement Project](#)

[Draft Agreement for the Fishkill Avenue and Hanna Lane Sewer Replacement Project](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with Sun Up Construction Corp. for Fishkill Avenue and Hanna Lane Sewer Replacement](#)

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 Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 12, 2022

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

and

Mr. Ed Balicki
Water & Sewer Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: Fishkill Ave. & Hanna Lane
Sewer Main Replacement
City of Beacon
Award Recommendation

Dear Mr. White & Mr. Balicki:

A total of eight (8) bid proposals were submitted and opened on July 7, 2022, for the ***Fishkill Ave. & Hanna Lane Sewer Main Replacement*** project. The eight proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. One of the bid submittals was found to have errors but did not impact the overall order of the bids. All proposals submitted were complete.

The following tabulation shows the order from lowest bidder, the name of the bidder, and the total contract amount and the corrected value of the contract if it contained errors. The engineer's estimate for the project was approximately \$1.03 million.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED CONTRACT AMOUNT
Sun Up Construction Corp. Wappingers Falls, NY	\$981,849.20	N.A.

Gianfia Corp. Hawthorne, NY	\$1,112,961.25	N.A.
Merritt Construction Inc. Saugerties, NY	\$1,358,643.58	N.A.
Grant Street Construction Cortland, NY	\$1,388,000.00	N.A.
Argenio Bros., Inc. New Windsor, NY	\$1,398,398.00	N.A.
Brennan Construction Brewster, NY	\$1,781,405.00	N.A.
Con-Tech Construction Technology, Inc. Carmel, NY	\$1,826,280.00	N.A.
Yonkers Excavating Corp. Carmel, NY	\$1,827,708.18	\$1,827,793.53

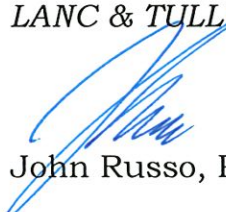
The lowest bidder is Sun Up Construction Corp., with the total base bid amount of \$981,849.20. Sun Up Construction Corp. has submitted information related to projects in which they have completed the work as outlined within the proposed project. References supplied were called and checked to verify the work completed by the prospective low bidder and were found to be acceptable. In our opinion, Sun Up Construction Corp. should be considered the lowest responsible bidder based upon the submitted information 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 **Fishkill Ave. & Hanna Lane Sewer Main Replacement** project to Sun Up Construction Corp.

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

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 2022 by and between City of Beacon acting herein through its Mayor, hereinafter called "OWNER" and _____, a corporation of the City of _____, County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to: Reconstruct within the City of Beacon, **Fishkill Ave. & Hanna Lane Sewer Replacement** hereinafter called the project, for the sum of:

_____ (\$_____) and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, the General Conditions, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Lanc & Tully Engineering and Surveying, P.C., herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

1. **CONTRACTOR** hereby agrees to complete the work under this contract within 120 calendar days after the date shown in the Notice to Proceed. The **CONTRACTOR** further agrees to pay liquidated damages for each consecutive calendar day thereafter, in accordance with the schedule in the Information for Bidders. The terms and conditions of the Contract Documents shall become enforceable upon the adoption of a Resolution by the City Council to award the Contract to the Contractor.

As time is of the essence, upon signing of Agreement Contractor hereby agrees to submit shop drawings for review. Upon approval of shop drawings, Contractor shall order all required equipment and materials for the project to minimize delays in lead time for equipment and materials.

2. Contractor hereby agrees that Use and occupancy, and deliveries to Units on Hanna Lane will not be interrupted as a result of the construction on Hanna Lane. The Contractor will cause at least one lane of vehicular access to the Condominium Property (either via Main Street or Fishkill Avenue) to remain open while performing the work required by the contract. It is understood that access to some parking locations may, however, be limited from time to time due to location of pipes and mains. It is further understood that no access over Paving Area will be available Paving Work is in progress.
3. **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions. The **OWNER** shall retain 5% of each progress payment, in accordance with the provisions of the General Conditions and General Municipal Law, until final completion and acceptance of all work.

AGREEMENT - *continued*

4. Prior to the commencement of construction, the CONTRACTOR shall meet with all known public and private utility companies occupying the work site. At this meeting the CONTRACTOR shall inform the utility companies of the contractor's schedule of operations and coordinate the contractor's work with these companies.
5. The CONTRACTOR specifically agrees that the contractor has taken into account and included in the contractor's unit prices and lump sum prices bid, for various items of the contract, any additional cost of doing the work under this contract because of not having a clear site for the work, because of interference of roadway use by the utilities and because of the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.
6. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
7. *CONTRACTOR* agrees:
 - A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
 - B. Any litigation brought by the CONTRACTOR based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located, trial to be without jury.
 - C. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service in such manner shall constitute good and valid service of process upon the CONTRACTOR.
 - D. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
 - E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.

AGREEMENT - *continued*

- F. The CONTRACTOR agrees that it will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The CONTRACTOR must, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the CONTRACTOR fails to do so, then the OWNER may, after having served written notice on the CONTRACTOR, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the OWNER to the CONTRACTOR.

- G. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the OWNER and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR of his/he sureties from any obligation under this Contract or any Performance and Payment Bond required hereunder.

- H. Defense of Action Suit – Neither the Owner nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Owner nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the Owner, the Contractor or others, occurring during or resulting from the work. The Contractor shall indemnify and save harmless the Owner, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the Owner's negligence.

- 8. The Contractor shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts stated in this bid document for the protection of the Contractor and the Owner, stamped by the insurer "Premium Paid". These policies shall be written by an insurance company or companies approved by the Owner.

AGREEMENT - *continued*

9. Owner shall have the right, unless otherwise provided herein, to immediately stop work and/or terminate the contract if:
 - A. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - B. A receiver or liquidator is appointed for the Contractor or for any of his/her/its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days.
 - C. The Contractor refuses or fails to prosecute the work or any part thereof with due diligence.
 - D. The Contractor fails to make prompt payment to persons supplying labor for the work.
 - E. The Contractor fails or refuses to comply with all applicable laws and ordinances.
 - F. The Contractor is guilty of a substantial violation of any provision of the contract.
 - G. In any event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his/her/its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Owner for such excess.
10. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him/her/it under this Contract shall be that of an independent contractor. As an independent contractor, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, his/her/its agents, or employees have been negligent. The Contractor shall hold and keep the Owner free and discharged of and from any and all responsibility and liability of any sort of kind. The Contractor shall assume all responsibilities for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of and federal, state, county or local laws, regulations or ordinance.
11. The Contractor agrees to indemnify and save the Owner, its officers, agents and employees harmless from any liability imposed upon the Owner, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.

AGREEMENT - *continued*

12. In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Owner.

13. The Contractor may not assign, transfer or convey any of its respective rights or obligations under this agreement set forth herein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(Contractor)
[Seal] ATTEST:

BY: _____

(City Administrator, City of Beacon)
[Seal]



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 97 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH SUN UP CONSTRUCTION CORP. FOR THE FISHKILL AVENUE
AND HANNA LANE SEWER MAIN REPLACEMENT**

WHEREAS, the City of Beacon desires for the installation of sewer pipe, manholes, and to remove existing sewer and sewer structures at Fishkill Avenue and Hanna Lane, 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. 2022-006 for Fishkill Avenue and Hanna Lane Sewer Replacement; and

WHEREAS, the City of Beacon received and opened bids on July 7, 2022, and the City of Beacon Engineer determined that Sun Up Construction Corp. 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 Sun Up Construction Corp. for the Fishkill Avenue and Hanna Lane Sewer Replacement, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that the 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. 96 of 2022			Date: July 18, 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
07/18/2022

Title:

Resolution No. 98 - Rejecting the Bid Received for the 2022 Beacon Accessible Curb Ramps Project

ATTACHMENTS

[Lanc & Tully Engineering and Surveying, P.C. Recommendation of Rejection for the 2022 Beacon Accessible Curb Ramp Project Bid Result](#)

[Resolution Rejecting the Bid Received for the 2022 Beacon Accessible Curb Ramps Project](#)

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 Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 12, 2022

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

and

Mr. Michael Manzi
Highway Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: 2022 Beacon Accessible
Curb Ramps
City of Beacon
Rejection Recommendation

Dear Mr. White & Mr. Manzi:

A total of one (1) bid proposal was submitted and opened on July 12, 2022, for the **2022 Beacon Accessible Curb Ramps** project. The single proposal was carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. The proposal was also checked to ensure it was complete.

The lowest bidder is the singular bid received from Precise Enterprises II, Ltd., with the total base bid amount of \$92,605.00. The engineer's estimate for the project was approximately \$45,000.00.

It is our recommendation to the City Council to "reject" the single bid received for the **2022 Beacon Accessible Curb Ramps** and re-bid the project, as the received bid was double (2x) that of the engineer's estimate and to further competitive bidding.

Mr. White & Mr. Manzi

2

July 12, 2022

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

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 98 OF 2022

**RESOLUTION REJECTING THE BID RECEIVED FOR THE
2022 BEACON ACCESSIBLE CURB RAMPS PROJECT**

WHEREAS, the City issued an Advertisement for Bids for the 2022 Beacon Accessible Curb Ramps project to install seven (7) ADA complaint accessible curb ramps at four (4) locations throughout the City of Beacon; and

WHEREAS, at the close of the bidding period, on July 12, 2022, the City only received one bid proposal from Precise Enterprises II LTD. for \$92,605.00; and

WHEREAS, receipt of just one proposed bid does not provide for a comparison of competitive bids to ensure a fair price, and the value of the bid submitted was exceedingly high in comparison to the estimate for the project.

NOW, THEREFORE, BE IT RESOLVED THAT that the City Council of the City of Beacon hereby rejects the proposed bid from Precise Enterprises II LTD. and authorizes the 2022 Beacon Accessible Curb Ramps Replacement project to be re-bid.

Resolution No. 98 of 2022			Date: July 18, 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
07/18/2022

Title:

Approval of Minutes - July 5, 2022

ATTACHMENTS

[July 5, 2022 Minutes](#)



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

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

**July 5, 2022
7:00 PM
City Council
Draft
Minutes**

Regular Meeting

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

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

Councilmembers Present

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

Also Present

Chris White, City Administrator
Drew Gamils, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Update from Spirit of Beacon Day from the Volunteer Committee](#)

Public Comment

Public Hearings

[Public Hearing for the Draft 2023-2027 Capital Program](#)

Motion to open the public hearing by Councilmember Rhodes.

Second by Councilmember Longno.

Motion passes 7 – 0.

Motion to close the public hearing by Councilmember Rhodes.

Second by Councilmember Mansfield.

Motion passes 7 – 0.

[Public Hearing for a Draft Local Law to Amend Chapter 211 of the Code of the City of Beacon Concerning Stop Signs, School Zones, and Prohibited Parking Signs](#)

Motion to open the public hearing by Councilmember Mansfield.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

Motion to close the public hearing by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 88 - Appointing Isabella Nocerino to the Position of Police Assistant](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Longno.

Motion passes 6 – 1 - 0. Councilmember McCray abstained.

2. [Resolution No. 89 - Appointing Zachary Ross to the Position of Motor Equipment Operator](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Mansfield.

Motion passes 7 – 0.

3. [Resolution No. 90 - Appointing Elise LaRocco to the Tree Advisory Committee](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

4. [Resolution No. 91 - Authorizing the City Administrator to Execute an Extension of an Agreement with Royal Carting Service Co. for Waste Collection](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

5. [Resolution No. 92 - Adopting a Proposed Local Law to Allow Members of the City Council of the City of Beacon to Participate in Meetings via Videoconference](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember McCray.

Motion passes 7 – 0.

6. [Resolution No. 93 - Adopting the 2023-2027 Capital Program](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

7. [Resolution No. 94 - Adopting a Proposed Local Law to Amend Chapter 211 of the Code of the City of Beacon Concerning Stop Signs, School Zones, and Prohibited Parking Signs](#)

Motion to bifurcate section 3 (regarding prohibited parking signs) into a separate local law and to reserve such for further discussion by Councilmember Rhodes.

Second by Councilmember McCray

Motion passes 7 – 0.

Motion to pass the resolution, as amended, by Councilmember Longno.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

8. [Resolution No. 95 - Adopting a Proposed Local Law to Amend to Amend Chapter 219, Article IV, Article VII, Article VIII, and Article X of the Code of the City of Beacon, Concerning Water Services](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Wake.

Motion passes 7 – 0.

Approval of Minutes

1. [Approval of Minutes - June 21, 2022](#)

Motion to approve the minutes by Councilmember McCray.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

2nd Opportunity for Public Comments

Executive Session

[Executive Session](#)

Motion to go into executive session and to adjourn from such with no further business by Councilmember Molly.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

Adjournment

City of Beacon City Council Agenda
07/18/2022

Title:

Executive Session

ATTACHMENTS