



CITY OF BEACON, NEW YORK  
COURTROOM, CITY HALL  
1 MUNICIPAL PLAZA  
BEACON, NY 12508

Mayor Lee Kyriacou  
Councilmember Amber J. Grant, At Large  
Councilmember George Mansfield, At Large  
Councilmember Terry Nelson, Ward 1  
Councilmember Air Rhodes, Ward 2  
Councilmember Jodi M. McCredo, Ward 3  
Councilmember Dan Aymar-Blair, Ward 4  
City Administrator Chris White

**August 2, 2021  
7:00 PM  
City Council Agenda**

**Roll Call**

**Workshop Agenda Items**

1. Resolution Awarding a Contract (Contract No. 2021-024) to Carey & Walsh, Inc. for the Purchase and Installation of a Trane Heating Ventilation Air and Conditioning (HVAC) Chiller 5
2. Resolution Authorizing the City Administrator to Sign a License Agreement (Contract No. 2021 - 025) with Mecca On Hudson-New York, LLC for Food Service Operations at Pete and Toshi Seeger Riverfront Park 10
3. Resolution Authorizing the City Administrator to Sign a Contract (Contract No. 2021-026) with Friends of Beacon Dog Park, Inc. for Dog Park Operation Services 10
4. Draft Resolution Authorizing the Appointment of Gregg Hetcher to the Position of Motor Equipment Operator 5

**City of Beacon City Council Agenda**  
**08/02/2021**

**Title:**

Resolution Awarding a Contract (Contract No. 2021-024) to Carey & Walsh, Inc. for the Purchase and Installation of a Trane Heating Ventilation Air and Conditioning (HVAC) Chiller

**ATTACHMENTS**

[Memorandum from the Superintendent of Streets Regarding the City Hall HVAC Chiller](#)

[Draft Resolution Awarding a Contract \(Contract No. 2021-024\) to Carey & Walsh, Inc. for the Purchase and Installation of a Trane Heating Ventilation Air and Conditioning \(HVAC\) Chiller](#)

## Memorandum

TO: City Administrator Chris White

FROM: Michael Manzi

RE: Municipal Center Purchase of Trane HVAC Chiller & Installation  
Bid Award Recommendation

DATE: July 14, 2021

We went out to bid for the purchase and installation of a new Trane HVAC system for the Municipal Center (Bid # B08-2021). A total of two (2) bid proposals were submitted and opened on Wednesday, July 14, 2021 with the following results:

Carey & Walsh	\$ 126,275.00
Clean Air Quality Service	\$ 174,609.00

After careful review of the two proposals, I recommend we award the bid to the lowest bidder, Carey & Walsh, for the amount of \$126,275.00. If you have any questions, feel free to contact me. Thank you.





**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. \_\_ OF 2021**

**RESOLUTION AWARDING A CONTRACT (CONTRACT NO. 2021-024) TO CAREY & WALSH, INC. FOR THE PURCHASE AND INSTALLATION OF A TRANE HEATING VENTILATION AIR AND CONDITIONING (HVAC) CHILLER**

**WEREAS**, the City of Beacon City Hall HVAC chiller was installed when City Hall was erected in 1996 and has reached the end of its useful life; and

**WHEREAS**, the City of Beacon issued a Request For Proposals for the purchase and installation of a Trane HVAC chiller, and received two responses on July 14, 2021; and

**WHEREAS**, after reviewing both responses, the Superintendent of Streets recommended awarding the contract to Carey & Walsh, Inc., a firm that submitted the lowest responsible bid in the amount of \$126,275.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Beacon City Council hereby awards a contract (Contract No. 2021-024) in the amount of \$126,275 to Carey and Walsh, Inc. for the purchase and installation of a Trane HVAC chiller at City Hall.

<b>Resolution No. __ of 2021</b>			<b>Date: <u>August 2, 2021</u></b>				
<input type="checkbox"/> <b>Amendments</b>						<input type="checkbox"/> <b>2/3 Required</b>	
<input type="checkbox"/> <b>Not on roll call.</b>			<input type="checkbox"/> <b>On roll call</b>			<input type="checkbox"/> <b>3/4 Required</b>	
<b>Motion</b>	<b>Second</b>	<b>Council Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Reason</b>	<b>Absent</b>
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Amber Grant</b>					
		<b>Air Rhodes</b>					
		<b>Dan Aymar-Blair</b>					
		<b>Mayor Lee Kyriacou</b>					
<b>Motion Carried</b>							

## City of Beacon City Council Agenda

08/02/2021

### **Title:**

Resolution Authorizing the City Administrator to Sign a License Agreement (Contract No. 2021 - 025) with Mecca On Hudson-New York, LLC for Food Service Operations at Pete and Toshi Seeger Riverfront Park

### **ATTACHMENTS**

Draft Resolution Authorizing the City Administrator to Sign a Proposed License Agreement (Contract No. 2021-025) with Mecca On Hudson-New York, LLC for Food Concession Operations at Pete and Toshi Seeger Riverfront Park

Proposed Food Truck License Agreement (Contract No. 2021-025) Between the City of Beacon and Mecca On Hudson-New York, LLC



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. \_\_ OF 2021**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A LICENSE  
AGREEMENT (CONTRACT NO. 2021 – 025) WITH MECCA ON HUDSON-NEW YORK,  
LLC FOR FOOD CONCESSION OPERATIONS**

**WHEREAS**, the City of Beacon issued a request for proposals for food truck vending services at Pete and Toshi Seeger Riverfront Park on June 14, 2021, the deadline for proposals was June 25, 2021; and

**WHEREAS**, the City received one proposal in response to the RFP for food truck vending services; and

**WHEREAS**, after a thorough vetting process, the City Administrator decided that the respondent, Mecca On Hudson-New York LLC, doing business as “The Number SEVEN Sandwich Hub” was a responsible vendor; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Beacon City Council hereby authorizes the City Administrator to sign a License Agreement (Contract No. 2021 – 025) with Mecca On Hudson-New York, LLC for food service operations at Pete and Toshi Seeger Riverfront Park.

<b>Resolution No. ____ of 2021</b>			<b>Date: <u>August 2, 2021</u></b>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Amber Grant</b>					
		<b>Air Rhodes</b>					
		<b>Dan Aymar-Blair</b>					
		<b>Mayor Lee Kyriacou</b>					
<b>Motion Carried</b>							

## **City of Beacon Food Service Operations License Agreement**

This Agreement made as of the \_\_\_\_ day of August, 2021, by and between the City of Beacon (the “City”), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 (“City”), and Mecca On Hudson-New York LLC, doing business as The Number SEVEN Sandwich Hub (“Licensee”), a New York limited liability company with offices at 259 Fishkill Avenue, Beacon, NY 12509.

**WHEREAS**, the City desires to bring food truck vending services to the riverfront near the Peter and Toshi Seeger Riverfront Park (“Riverfront Park”) located at 123 Red Flynn Drive; and

**WHEREAS**, Licensee seeks to bring it’s self-contained, prepared eco-friendly food truck business to the public, and visitors of the Riverfront Park- by providing a healthy, fiscally responsible made to order diverse menu, in which attendees can enjoy conjunction with the amenities offered at the Riverfront Park; and

**WHEREAS**, this Agreement sets forth the rights and obligations of the City and Licensee in connection with the operation of the food truck vending services at the Riverfront Park.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. **Grant of License**. The City hereby grants Licensee a license to operate a food truck at the location and times specified below (the “License”).

2. **Term of License**. Subject to the terms of this Agreement, the term of the License shall commence upon the date of execution of this Agreement by the parties hereto and continue until October 31, 2021. This Agreement may be renewed for two (2) additional years, in one (1) year intervals should the City Administrator, in its sole discretion, and after seeking input from appropriate departments heads, such as DPW and the Police, agree it is appropriate to extend this agreement and upon such additional terms as the City Administrator deems necessary. In such case, no further resolution from the City Council is required.

3. **Location**. Licensee shall operate its food truck and provide food vending services in the Pete and Toshi Seeger Riverfront Park at 2 Red Flynn Dr, Beacon, NY 12508, Thursday-Sunday, during the months of April through October, from 10:30 am to sundown. The Licensed Area shall be selected in cooperation with and subject to the approval of the City. The City shall designate and mark out the space for the food truck. The City may, at any time, move the location of the food truck in the Riverfront Park.

4. **Operation of Food Truck**.

(a) Licensee agrees to use the Licensed Area for the sole purpose of provided for the sale of food products.

(b) Alcoholic beverages shall NOT be sold or served on City property.

(c) Licensee shall comply with and/or exceed all applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Licensee shall fully comply with all applicable federal, state and local laws and regulation.

(d) An approved fire extinguisher and first aid kit must be in the truck at all times.

(e) No food or beverages in glass bottles or other glass containers may be sold or given away by Licensee.

(f) Licensee may not provide live music. All must from the food truck must comply with the Chapter 149 of the Code of the City of Beacon.

(g) Licensee shall be responsible for the collection and payment of all applicable sales tax.

(h) Licensee shall not park secondary vehicles on City property.

(i) Licensee shall leave its location on City property in as good of condition as when Licensee arrived.

(j) Licensee is responsible for trash removal, cleaning and any and all repairs associated therewith as set forth in Paragraph 7 below.

5. **Cancellations.** The City reserves the right to suspend this License when a hurricane, or other severe weather event renders the Licensed Area unsafe or unsuitable for use by Licensee and the City cannot make the Licensed Area safe or the City needs the Licensed Area for a public purpose. The City shall incur no liability to the Licensee, its agents, vendors, invitees or employees, by exercising its right pursuant to this paragraph.

6. **License Fee.** A fee of \$150.00 for the year shall be paid on March 1<sup>st</sup> each year.

7. **Personnel and Equipment.**

(b) Licensee shall be required to provide their own means of trash removal and shall not use any City receptacles for disposal of garbage or recyclables generated from their food operation. Licensee shall maintain trash barrels distributed throughout the Licensed Area during the operation of the its food service operations. All trash barrels shall be maintained by Licensee and emptied and removed at the end of each day.

(c) Licensee acknowledges and represents that all personal property and equipment used for and in connection with the food service operation is owned or leased by Licensee. Licensee shall defend, indemnify and hold the City harmless against any and all claims or causes of action made by any person or entity, arising out of, or resulting from the use of or rights to such personal property or equipment.

(d) The food truck and all furniture, equipment and other items used by Licensee shall be cleared from the riverfront each evening at the conclusion of the hours of operation. No items shall be permitted to be stored at the site.

8. **Insurance.**

(a) Throughout the term of this Agreement, Licensee shall obtain and maintain, at Licensee's sole cost and expense, and keep in force for the benefit of Licensee the following insurance policies:

- (i) General Liability Insurance, with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate limits for Bodily Injury and Property Damage. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, all rights of subrogation or similar rights against the City, and its assigns, officers, employees, representatives and agents associated therewith shall be waived. The City and its agents, officers, volunteers, directors and employees associated therewith, shall be named as additional insureds and included in a waiver of subrogation endorsement.
- (ii) Worker's Compensation and Employer's Liability. In compliance with the Worker's Compensation Law of the State of New York. Policy shall include all employees, volunteers, owners/partners and provide statutory Workers Compensation limits.
- (iii) Automobile Liability, for all owned, scheduled, hired and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, all rights of subrogation or similar rights against the City, and its assigns, officers, employees, representatives and agents associated therewith shall be waived. The City and its assigns, officers, employees, representatives and agents shall be named as additional insureds and included in a waiver of subrogation endorsement.

(b) All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an AM. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an AM. Best financial strength rating of A+ or higher.

(c) Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City.

(d) Policies that lapse and/or expire during term of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.

(e) Licensee shall furnish to the City of Beacon Certificates of Insurance as evidence of coverage prior to commencement of any food service operations. Such Certificates

shall name the City and its officers, officials, employees and agents associated therewith, as Additional Insureds on the Commercial General Liability Policy and Automobile Liability Policy.

9. **Indemnification.** Licensee shall defend, indemnify, protect, and hold harmless the City, and its elected officials, officers, employees, agents associated therewith from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected this Agreement or any of Licensee's activities on the Licensed Area; (ii) arise from or are in any way connected with any act or omission of Licensee or Licensee's invitees; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's property or equipment or the equipment or property of Licensee's invitees' on the Licensed Areas; or (v) result from injury to any person or property or loss of life sustained in or about the Licensed Area caused by or arising out of Licensee or Licensee's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Licensee's obligations under this paragraph shall survive the revocation or termination of this Agreement.

10. **Waiver of Responsibility.** Licensee waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Licensed Area, or any part of the Licensed Area, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct of the City. To the maximum extent permitted by law, Licensee shall use and occupy the Licensed Area and such other portions of the Licensed Area pursuant to this Agreement, at Licensee's own risk.

11. **Conduct.** Licensee and their employees and vendors will at all times conduct business in a courteous and hospitable manner during operation.

12. **Modifications and Notices.**

(a) Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

(b) The emergency contact for Licensee is: Raymond Muhammad, (914) 804-4565, ohhsixmecca@gmail.com.

(c) Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by email and first-class mail or personal delivery to the addresses set forth above.

13. **Agreement Non-assignable.** The License granted hereunder and this Agreement, and the obligations and privileges conferred on Licensee in this Agreement are not assignable Licensee without the City's prior written consent.

14. **Authorities.** Licensee will secure all necessary permits, licenses and certificates from the appropriate regulatory agencies, including the City and the Dutchess County Department of Health, if any are required, and shall maintain compliance with all local, federal and state laws ("Government Approvals"). Licensee will furnish all necessary documentation to the City, upon

request, demonstrating compliance by it or its vendors with Government Approvals. Licensee will keep accurate records of its enforcement of the Rules and Regulations and acknowledges the right of the City to review its records for purposes of assuring continued compliance with Government Approvals, the Rules and Regulations, and the terms of this Agreement. All such records shall be made available for review by the City upon the City's request upon reasonable notice.

15. **Maintenance.** Licensee will keep the License Area in a clean and orderly condition at all times and will leave the License Area in broom clean condition.

16. **Relocation.** The City shall have the right to relocate the Market upon thirty (30) days written notice to Licensee if the City require use of the Licensed Area for other public purposes on a long-term or permanent basis. The City shall work with Licensee

17. **Termination.** Either party, without cause, may terminate this Agreement on thirty (30) days written notice.

18. **Vacation of Premises.** Upon termination of this Agreement, Licensee shall promptly (i) refrain from accessing and/or using the Licensed Area, and (ii) return the Licensed Area to its original condition prior to this Agreement. Licensee shall repair any damage to the Licensed Area caused by its use thereof.

19. **Breach of Agreement.**

(a) In the event that Licensee fails to pay any fees due the City under this Agreement or otherwise breaches any of the terms of this Agreement, then the City shall notify Licensee of notice of breach of agreement. Failure to rectify the noticed breach of agreement after fifteen (15) businesses day could result in the City's termination of this Agreement following the 15-day period if not rectified. The parties acknowledge that this Agreement is not a lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

(b) Further, upon such a breach and written notice as specified above, the City may, without further notice, peaceably re-enter the Licensed Area and dispossess Licensee and remove its effects and hold the Licensed Area as if this Agreement had not been made. If Licensee shall default prior to the commencement of any renewal of this Agreement, the City may cancel and terminate such renewal immediately by written notice.

20. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of New York State and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

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

Mecca On Hudson-New York LLC

CITY OF BEACON

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name: Christopher White

Title:

Title: City Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF NEW YORK                    )  
COUNTY OF DUTCHESS               ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
COUNTY OF DUTCHESS               ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Christopher White**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, and the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



**City of Beacon City Council Agenda**  
**08/02/2021**

**Title:**

Resolution Authorizing the City Administrator to Sign a Contract (Contract No. 2021-026) with Friends of Beacon Dog Park, Inc. for Dog Park Operation Services

**ATTACHMENTS**

Draft Resolution Authorizing the City Administrator to Sign a Contract (Contract No. 2021-026) with Friends of Beacon Dog Park, Inc. for Dog Park Operation Services

Proposed Contract with Friends of Beacon Dog Park, Inc.



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. \_\_ OF 2021**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CONTRACT  
(CONTRACT No. 2021-026) WITH FRIENDS OF BEACON DOG PARK, INC. FOR DOG  
PARK OPERATION SERVICES**

**WHEREAS**, the City of Beacon City Council has determined that the continuation of the Friends of Beacon Dog Park (FBDP) would benefit the citizens of Beacon and wishes to allow FBDP to continue its use of the Property solely for the purposes of the Friends of Beacon Dog Park.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Beacon City Council hereby authorizes the City Administrator to sign a contract (Contract No. 2021-026) with the Friends of Beacon Dog Park, Inc. for dog park operation services.

<b>Resolution No. __ of 2021</b>			<b>Date: <u>August 2, 2021</u></b>				
<input type="checkbox"/> <b>Amendments</b>						<input type="checkbox"/> <b>2/3 Required</b>	
<input type="checkbox"/> <b>Not on roll call.</b>			<input type="checkbox"/> <b>On roll call</b>			<input type="checkbox"/> <b>3/4 Required</b>	
<b>Motion</b>	<b>Second</b>	<b>Council Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Reason</b>	<b>Absent</b>
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Amber Grant</b>					
		<b>Air Rhodes</b>					
		<b>Dan Aymar-Blair</b>					
		<b>Mayor Lee Kyriacou</b>					
<b>Motion Carried</b>							

## BEACON DOG PARK AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of August, 2021 by and between the City of Beacon, a municipal corporation with office at 1 Municipal Plaza, Beacon, New York 12508, hereinafter referred to as the “CITY” and between Friends of Beacon Dog Park, Inc., an entity licensed in the State of New York to do business as a Domestic Not-For-Profit Corporation, with an address at 20 South Chestnut Street, Beacon, New York, 12508, hereinafter referred to as “FBDP”, and

**WHEREAS** FBDP has requested that the CITY continue to allow FBDP to use certain City owned park property located in Memorial Park, Beacon, New York (the “Property”), which property is more particularly described in the site plan attached hereto as Exhibit “A”, for the purposes of a dog park to be known as the “Friends of Beacon Dog Park”; and

**WHEREAS** the City has determined that the continuation of the Friends of Beacon Dog Park would benefit the citizens of Beacon and has agreed to allow FBDP to continue its use of the Property solely for the purposes of the Friends of Beacon Dog Park; and

**WHEREAS** the operation and maintenance of the dog park will be financed entirely by FBDP and the City has no obligation to contribute or provide funding for the operation or maintenance of the Friends of Beacon Dog Park; and

**WHEREAS** the Friends of Beacon Dog Park consists of an area for large dogs and an area for small dogs which is fully enclosed by fences completely within the area shown on Exhibit “A” (the “Site Plan”).

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. That for and in consideration of the continuation of the Friends of Beacon Dog Park on the Property in the area shown on the Site Plan, the CITY shall allow the Property to continue to be used solely for the purposes of the Friends of Beacon Dog Park for an initial term of five (5) years from the date of this Agreement.

2. The terms of this Agreement may be extended for additional five-year term(s) upon the consent of both parties to this Agreement. FBDP shall provide the CITY sixty (60) days notice prior to the termination date of this Agreement in the event it wants to extend the term of the Agreement for an additional five (5) years. FBDP shall also provide the CITY sixty (60) days notice prior to the termination date of this Agreement in the event any further extensions of the term of this Agreement are requested. Upon FBDP’s submission to the City Administrator of a request for an extension of this Agreement, this Agreement shall continue until terminated. In such case, no further resolution from the City Council is required.

3. FBDP hereby agrees to be solely responsible for the operation and maintenance of the Friends of Beacon Dog Park at all times and acknowledges that the CITY has no obligation to contribute any financing, funding, services or support to FBDP or the Friends of Beacon Dog Park, at any time. In the event the CITY incurs expenses related to the operation or maintenance of the Friends of Beacon Dog Park at any time, FBDP shall reimburse the CITY for such expenses within thirty (30) days of the submission of an invoice.

4. The large dog enclosure shall not exceed 30,000 square feet and shall be fully enclosed by at least a four (4') foot high fence and the small dog area shall not exceed 15,000 square feet and shall be fully enclosed by at least a four (4') foot high fence. Both enclosures shall include a double gated entrance area where leashes can be removed and shall be contained entirely within the area shown on the Site Plan.

5. FBDP shall require all persons using the Friends of Beacon Dog Park to apply for and obtain a membership from FBDP, which membership shall require that all dogs using the Friends of Beacon Dog Park are:

- Properly licensed in their respective municipality;
- Have current rabies vaccinations;
- Not aggressive or dangerous.

6. FBDP shall post and maintain Rules and Regulations with respect to the use of the Friends of Beacon Dog Park in a conspicuous area near the entrance to both the large and small dog enclosures, in a form substantially similar to Exhibit "B" attached hereto.

7. FBDP shall be solely responsible for the enforcement of the Friends of Beacon Dog Park Rules and Regulations. However, the CITY shall also have the right, but not the obligation, to enforce the Friends of Beacon Dog Park Rules and Regulations, to the extent the City determines that such enforcement is appropriate.

8. All dogs using the Friends of Beacon Dog Park shall remain on leash at all times except when within either the large or small dog enclosures. All persons wishing to use the Friends of Beacon Dog Park with dogs shall access the park through the Fishkill Avenue entrance to Memorial Park as shown on the Site Plan. Dogs shall be prohibited from using Memorial Park other than to access and use the Friends of Beacon Dog Park.

9. FBDP agrees to indemnify and hold harmless the CITY, its elected officials, officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of FBDP, its officers, directors, agents, members, employees, volunteers and subcontractors, in connection with the use, maintenance or operation of the Friends of Beacon Dog Park. FBDP further agrees to defend and bear all costs of defending any actions or proceedings brought against the CITY, its elected officials, officers, representatives, agents and employees, arising out of or relating to the use, maintenance and operation of the Friends of Beacon Dog Park by any person or entity.

10. FBDP hereby expressly permits the CITY to pursue and assert claims against FBDP for indemnity, contribution and common law negligence arising out of claims for damages for death, personal injury and property damage arising out of the use, operation or maintenance of the Friends of Beacon Dog Park. In the event any claim or suit is brought against the CITY

within the scope of this Agreement, FBDP shall pay for legal counsel chosen by the CITY to defend against same. The assumption of indemnity, liability and loss hereunder shall survive the termination of this Agreement.

11. FBDP shall, prior to the commencement of this Agreement and until the termination of this Agreement, maintain General Liability insurance in the amount of \$1,000,000 for each occurrence and \$2,000,000 aggregate for the protection of FBDP and the CITY and name the CITY as an additional insured. Such General Liability Insurance shall specifically state that it pertains to a dog park and that dog bites are covered. FBDP shall provide the CITY with an Additional Insured Endorsement to accompany the Certificate of Insurance prior to commencement of this Agreement. To the extent the CITY determines that such insurance is inadequate, it may require the FBDP to obtain additional insurance at its own cost. All required insurance shall be provided by a carrier admitted and licensed in the State of New York and approved by the CITY's broker and shall remain in effect at all times the Friends of Beacon Dog Park remains in operation and for at least ninety (90) days after termination of this Agreement. FBDP shall notify the CITY within two (2) business days in the event the required insurance coverage is discontinued or not in effect any reason.

12. The CITY shall have the unilateral right to immediately terminate this Agreement, end the use of the Property as a dog park and restore the Property to the original condition that existed prior to its use as a dog park, in the event:

- A. FBDP fails to operate and maintain the Friends of Beacon Dog Park in a manner that is acceptable to the CITY. Such operation and maintenance shall include, but not be limited to ensuring that:
- No vicious or dangerous dogs use the Friends of Beacon Dog Park;
  - All dogs remain leashed at all times except when located within the large or small dog enclosures;
  - All persons using the Friends of Beacon Dog Park properly dispose of any waste from dogs using the Friends of Beacon Dog Park;
  - The area located within the small and large dog enclosures, as well as all areas located within three feet of any fencing are properly mowed; and
  - Any person using the Friends of Beacon Dog Park has obtained a membership from FBDP.
- B. FBDP fails to enforce the Friends of Beacon Dog Park Rules and Regulations in a manner acceptable to the City.
- C. The required insurance coverage is not continually maintained for any reason.
- D. There is a substantial violation of any provision of this Agreement.

13. Notwithstanding the foregoing, the CITY, without prejudice to any other right or remedy it may have, may, for any reason whatsoever, by giving thirty (30) days notice to FBDP,

terminate this Agreement and the right to use the Property for the purposes of a dog park and restore the Property to the original condition that existed prior to its use as a dog park, at its own cost. When reasonable, the CITY may, in its sole discretion, provide FBDP an opportunity to remedy specific concerns before terminating this Agreement.

14. FBDP shall also have the right to terminate this Agreement and discontinue the operation of the Friends of Beacon Dog Park upon providing thirty (30) days notice to the City. In the event FBDP terminates this Agreement, at the CITY's sole discretion, FBDP shall either be required to restore the Property to the original condition that existed prior to the use of the Property as a dog park or relinquish the responsibility for the operation and maintenance of the Friends of Beacon Dog Park to the City. To the extent FBDP fails or refuses to perform any such restoration if required, it shall be responsible for reimbursing the CITY for the full cost of restoring the Property to the original condition that existed prior to the use of the Property as a dog park.

15. FBDP has previously placed an amount of three thousand dollars (\$3,000.00) in an interest-bearing escrow account held by the CITY, which escrow fund may be used in the event this Agreement is terminated pursuant to either paragraph 12 or 14 above, and the Property is required to be restored to the original condition that existed prior to its use as a dog park. The escrow fund may also be used in the event FBDP fails to reimburse the CITY for any other costs directly incurred by the CITY relating to the operation or maintenance of the Friends of Beacon Dog Park within the time period set forth in paragraph 3 above. Any portion of the escrow funds remaining after the termination of this Agreement shall be returned to the FBDP after the Property is fully restored and all other CITY expenses are reimbursed.

16. This Agreement shall be governed by the substantive laws of the State of New York and no rules pertaining to conflict of laws shall apply. This Agreement, and the exhibits attached hereto, constitute the entire agreement of the parties with respect to the subject matter hereof, superseding all previous representations, understandings, proposals or agreements (oral and written) with respect to such subject matter. Any and all disputes arising out of or related to this Agreement shall be resolved in the Supreme Court of the State of New York, venued in Dutchess County, New York.

17. This Agreement may not be altered, amended or modified except by a written instrument, signed by authorized representatives of each party. If either party fails to enforce this Agreement or to insist on performance of any of its terms at any time, that failure is not a waiver of either party's right to later enforce that term or the Agreement. The Agreement and all of its terms shall remain in full force and effect. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, such provisions shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions shall not in any way be affected or impaired.

18. Neither the CITY nor FBDP shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other.

19. Unless otherwise specified, any and all notices required by this Agreement shall

be in writing and forwarded by facsimile or overnight mail:

If to the CITY:

City Administrator  
City of Beacon  
1 Municipal Center  
Beacon, NY 12508  
845-838-5009  
[cwhite@beaconny.gov](mailto:cwhite@beaconny.gov)

With a copy to:

Nicholas Ward- Willis, Esq.  
Keane & Beane, P.C.  
445 Hamilton Avenue, 15<sup>th</sup> Floor  
White Plains, NY 10601  
(914) 946-4777  
[NWard-Willis@kblaw.com](mailto:NWard-Willis@kblaw.com)

If to FBDP:

Gina Wiseman  
Friends of Beacon Dog Park  
24 Bannerman View Drive  
Newburgh, NY 12550  
914-588-7000  
[gina.wiseman@verizon.net](mailto:gina.wiseman@verizon.net)

With a copy to:

Dominique Manpel, Esq.  
155 Main Street  
Beacon NY 12508  
Facsimile: (845) 831-9507

The date of receipt of all notices shall be the date of written confirmation of the successful completion of the facsimile transmission or the confirmed date of delivery by the overnight delivery service.

20. FBDP acknowledges it has carefully and fully read this Agreement and understands all of its rights and obligations. In executing this Agreement, FBDP acknowledges that it has had the opportunity to consult with an attorney and FBDP's decisions and actions are entirely voluntary and free from any mental, physical, or economic duress.

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

FRIENDS OF BEACON DOG PARK INC.

CITY OF BEACON

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Gina Wiseman

Name: Christopher White

Title: President

Title: City Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK                    )  
  )SS.:  
COUNTY OF DUTCHESS                )

On the \_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared Christopher White, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Signature and Office of individual taking  
acknowledgement

STATE OF NEW YORK                    )  
  )SS.:  
COUNTY OF DUTCHESS                )

On the \_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared Gina Wiseman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity as a Director of Friends of Beacon Dog Park, Inc., and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Signature and Office of individual taking  
acknowledgement



**City of Beacon City Council Agenda**  
**08/02/2021**

**Title:**

Draft Resolution Authorizing the Appointment of Gregg Hetcher to the Position of Motor Equipment Operator

**ATTACHMENTS**

Memorandum from the Superintendent of Streets Regarding an Open Motor Equipment Operator Position

Draft Resolution Authorizing the Appointment of Gregg Hetcher to the Position of Motor Equipment Operator

# Memorandum

## *Highway Department*



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To: Chris White  
Gina Basile

From: Michael Manzi

Re: Motor Equipment Operator Vacancy

Date: July 30, 2021

Please be advised that on June 14, 2021 interviews were conducted to fill one Motor Equipment Operator (M.E.O) position in the Highway Department. The interviews were conducted with myself, Dave Way and Gina Basile present. Based on the interviews, it was our determination to move forward with the hiring of the following individual to fill the position.

**Gregg Hetcher**

Thank you,  
Mike Manzi



**CITY OF BEACON  
CITY COUNCIL  
RESOLUTION NO. \_\_ OF 2021**

**RESOLUTION APPROVING THE APPOINTMENT OF GREGG HETCHER TO THE  
POSITION OF MOTOR EQUIPMENT OPERATOR**

**WHEREAS**, there is currently a vacancy for the position of Motor Equipment Operator in the City of Beacon Highway Department; and

**WHEREAS**, after an application and interview process, the Superintendent of Streets has recommended appointing Gregg Hetcher, a qualified candidate for the position.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council approves the appointment of Gregg Hetcher to the position of Motor Equipment Operator with a start date of August 16, 2021.

<b>Resolution No. ____ of 2021</b>			<b>Date: <u>August 2, 2021</u></b>				
<b>Amendments</b>						<b>2/3 Required</b>	
<input type="checkbox"/> <b>Not on roll call.</b>			<b>On roll call</b>			<input type="checkbox"/> <b>3/4 Required</b>	
<input type="checkbox"/> Motion	Second	Council Member	<input type="checkbox"/> Yes	No	Abstain	<input type="checkbox"/> Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Amber Grant</b>					
		<b>Air Rhodes</b>					
		<b>Dan Aymar-Blair</b>					
		<b>Mayor Lee Kyriacou</b>					
		<b>Motion Carried</b>					