



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 Anthony Ruggiero

**November 2, 2020
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

[Notice of Change in Meeting Location November 2, 2020](#)

Public Comment:

Public Hearings:

1. [Community Development Block Grant](#)

Reports

Local Laws and Resolutions - Consent Agenda:

1. [Resolution Adopting Retention and Disposition Schedule for New York Local Government Records \(Lgs-1\)](#)
2. [Resolution Authorizing the Execution of an Agreement with Community Capital New York, Inc. to Establish the Microenterprise Stabilization Grant Program](#)

Local Laws and Resolutions:

1. [Resolution Authorizing the Sale of Property at 8 Wilson Street](#)
2. [Resolution Authorizing the Sale of Property at 44 Ackerman Street](#)
3. [Resolution Authorizing the Sale of Property at 49 Teller Avenue](#)
4. [Resolution Authorizing the Sale of Property at 50 South Avenue](#)
5. [Resolution Authorizing the Sale of Property at 50 Wesley Avenue](#)
6. [Resolution Adopting a Proposed Local Law Regarding Parking on Mountain Lane, Exeter Circle, and Pocket Road](#)

7. [Resolution Authorizing an Agreement with Dutchess County Regarding Certain Referrals Pursuant to the General Municipal Law](#)
8. [Resolution Awarding a Contract to LandVscape Inc. for the Wilkes Street Walkway Project](#)
9. [Resolution Approving Proposed Budget Amendments](#)
10. [Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program Application to Repair & Upgrade Verplank Avenue Crosswalks](#)
11. [Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program Application Sewer Main Replacement](#)

2nd Opportunity for Public Comments:

Approval of Minutes

[City Council Meeting Minutes October 19, 2020](#)

Adjournment:

Upcoming Agenda Items:

Executive Session

[Personnel](#)

City of Beacon City Council Agenda
11/02/2020

Title:

Notice of Change in Meeting Location November 2, 2020

ATTACHMENTS

[Notice of Change in Meeting Location November 2, 2020](#)



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the City Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the videoconference meeting and comment during regular City Council meetings (i.e for public hearings and during designated public comment periods) at

<https://us02web.zoom.us/j/88017827844?pwd=TnJaSU5XbldZOE9maXZYU0RUa0UzZz09>

Webinar ID: 880 1782 7844 Passcode: 080372. To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 880 1782 7844 Passcode: 080372. The City Council's agenda is available online in advance of meetings at <http://www.cityofbeacon.org/index.php/agendas-minutes/>. The public can email written comments or questions for regular City Council Meetings by 5pm on the day of the meeting addressed to cityofbeacon@cityofbeacon.org. Any member of the public who has questions should contact the City Administrator in advance of the meeting at 845 838 5010 or aruggiero@cityofbeacon.org.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the Council will be initiated with the Council first convening on the public videoconferencing site, and then adopting a motion to go into Executive Session.

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of November 2, 2020 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
11/02/2020

Title:

Community Development Block Grant

ATTACHMENTS

Memorandum Regarding the Community Development Block Grant

Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program
Application Sewer Main Replacement

Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program
Application to Repair & Upgrade Verplanck Avenue Crosswalks

Resolution Setting a Public Hearing to Receive Input Regarding 2021 Dutchess County
Community Development Clock Grant Program Application

Public Hearing Notification in Poughkeepsie Journal



Memorandum

Assistant to the City Administrator

TO: City Administrator Anthony Ruggiero
FROM: Etha Grogan
RE: CDBG Projects
DATE: October 8, 2020

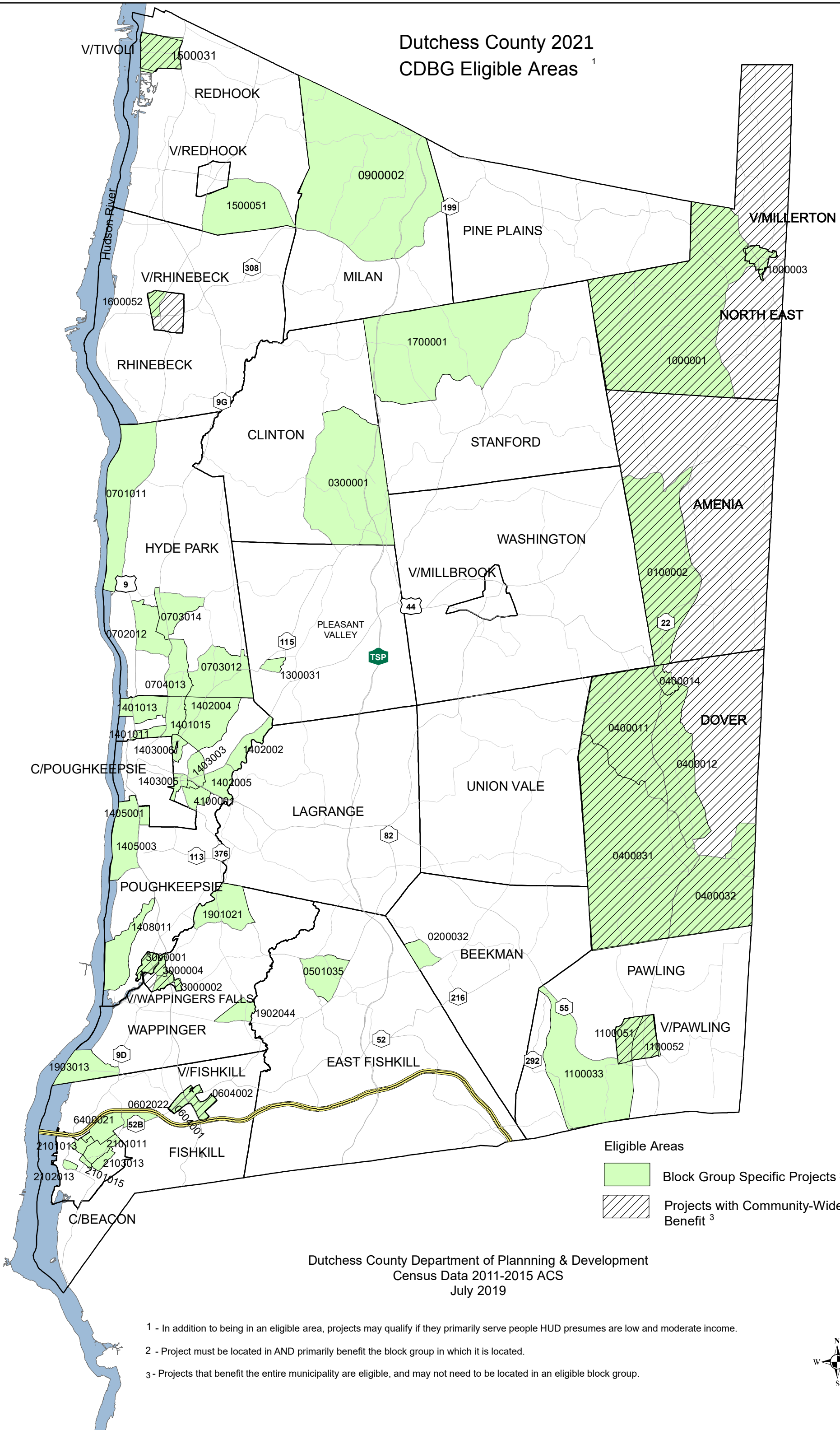
In preparation for the 2021 Community Development Block Grant (CDBG) municipal application, the following projects are located in eligible areas.

- Fishkill Avenue/Hanna Lane Sewer Main Replacement (engineering already underway)
- Repair/upgrade crosswalks along Verplanck Avenue: Restamp and repaint with brick color all crosswalks to replicate the street when it was originally reconstructed in 2004

North Avenue (1)
Dutchess Terrace (1)
Cross Street (1)
Willow Street (1)
Matteawan Road
Fishkill Avenue

If you have any questions, please feel free to contact me. Thank you.

Dutchess County 2021
CDBG Eligible Areas ¹

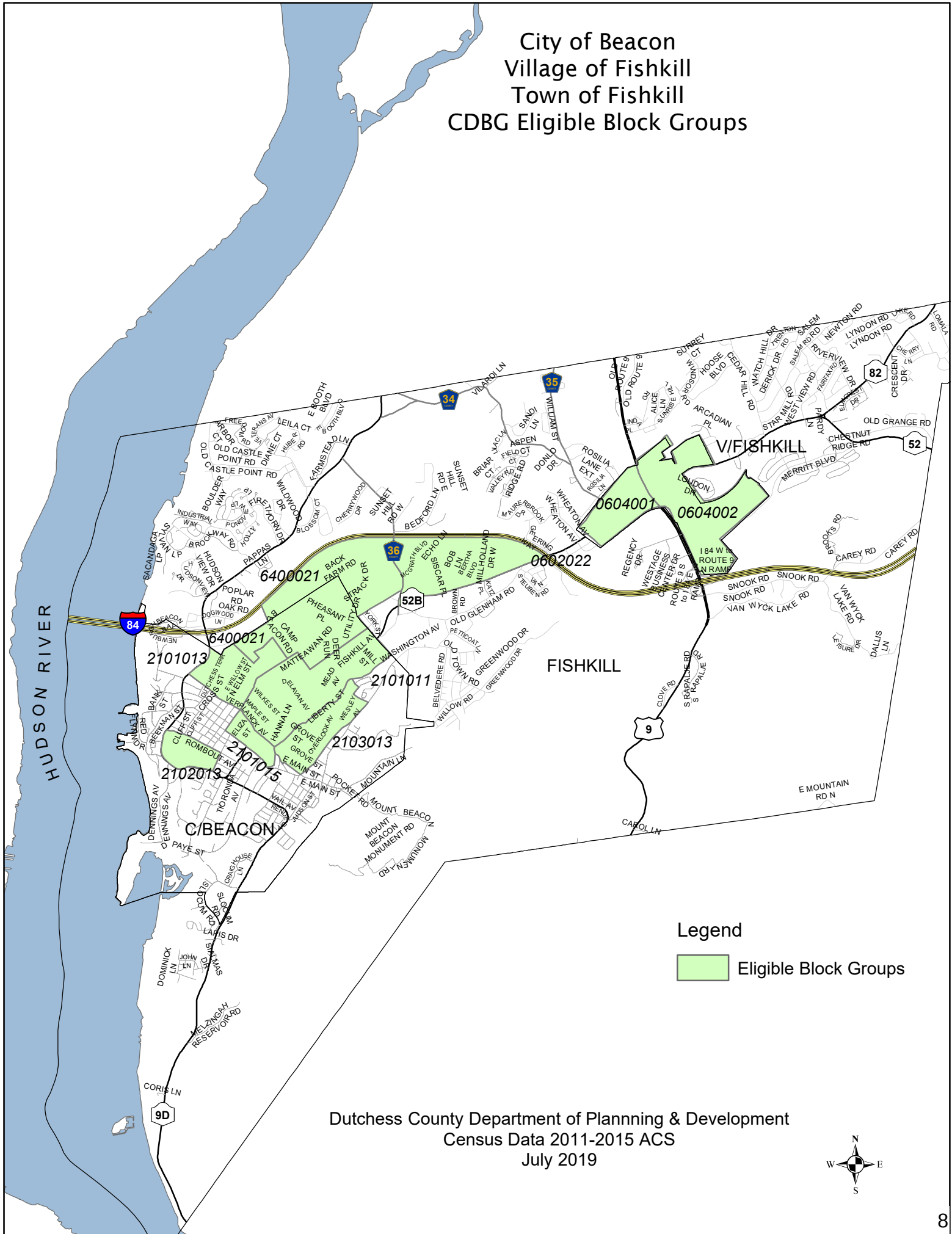


Dutchess County Department of Planning & Development
Census Data 2011-2015 ACS
July 2019

1 - In addition to being in an eligible area, projects may qualify if they primarily serve people HUD presumes are low and moderate income.
2 - Project must be located in AND primarily benefit the block group in which it is located.
3 - Projects that benefit the entire municipality are eligible, and may not need to be located in an eligible block group.



City of Beacon
Village of Fishkill
Town of Fishkill
CDBG Eligible Block Groups



Dutchess County Department of Planning & Development
Census Data 2011-2015 ACS
July 2019





**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2020

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE
FISCAL YEAR 2021 DUTCHESS COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATION FOR THE FISHKILL AVENUE/HANNA
LANE SEWER MAIN REPLACEMENT PROJECT**

WHEREAS, City of Beacon (hereinafter referred to as the Municipality) is participating in the 2021 Dutchess County Community Development Consortium, and

WHEREAS, input from citizens and groups has been received and considered at a public hearing, and

WHEREAS, an application has been prepared which addresses Beacon community concerns; and

NOW, THEREFORE BE IT RESOLVED, that the 2021 application to the Dutchess County Community Development Block Grant Program for the above referenced activity is approved in the amount of \$108,130.

BE IT FURTHER RESOLVED, that the submission of said application to the Dutchess County Department of Planning and Development be and hereby is authorized.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments			" On roll call			" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2020

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE
FISCAL YEAR 2021 DUTCHESS COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATION FOR THE REPAIR/UPGRADE OF
CROSSWALKS ALONG VERPLANCK AVENUE**

WHEREAS, City of Beacon (hereinafter referred to as the Municipality) is participating in the 2021 Dutchess County Community Development Consortium, and

WHEREAS, input from citizens and groups has been received and considered at a public hearing, and

WHEREAS, an application has been prepared which addresses Beacon community concerns; and

NOW, THEREFORE BE IT RESOLVED, that the 2021 application to the Dutchess County Community Development Block Grant Program for the above referenced activity is approved in the amount of \$51,870.

BE IT FURTHER RESOLVED, that the submission of said application to the Dutchess County Department of Planning and Development be and hereby is authorized.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments			" On roll call			" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ___ OF 2020

**RESOLUTION SETTING A PUBLIC HEARING TO RECEIVE INPUT FROM CITIZEN AND
GROUPS FOR THE FISCAL YEAR 2021 DUTCHESS COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATION**

BE IT RESOLVED THAT, the City Council hereby sets a Public Hearing to receive input from citizens and groups for application to the 2021 Dutchess County Community Development Block Grant Application for November 2, 2020.

Resolution No. ___ of 2020			Date: _____				
" Amendments							
" Not on roll call			" On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

CITY OF BEACON
CITY COUNCIL

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that based upon notices and health advisories issued by Federal, State and Local officials related to COVID-19 virus, the Beacon City Council hereby schedules a public hearing to receive input from citizen and groups for the Fiscal Year 2021 Dutchess County Community Development Block Grant Application for November 2, 2020 at 7:00 p.m, via videoconferencing. As permitted under the Governor of the State of New York's Emergency Order 202.1 and 202.15, due to the public health and safety concerns, the public will not be permitted to attend the public hearing in person at any of the remote locations where the City Council members will be situated, or in any other location. The public will have an opportunity to see and hear the meeting live and provide comments.

PLEASE TAKE FURTHER NOTICE, that the City Council's agenda is available online in advance of meetings at <http://agenda.cityofbeacon.org/>.

PLEASE TAKE FURTHER NOTICE, that the public can view and/or listen to the meeting live (1) on YouTube at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>, (2) through Zoom by going directly to the Zoom website (zoom.us) at the meeting start time, select JOIN A MEETING and enter the Webinar ID: 880 1782 7844 Passcode: 080372 or (3) by calling 1 929 205 6099, entering Webinar ID: 880 1782 7844 Passcode: 080372. Members of the public can comment during the public hearing through the Zoom app or by telephone. The public can also email written comments or questions to cityofbeacon@cityofbeacon.org by 5pm on the day of the meeting.

Amanda C. Caputo, Deputy City Clerk

Dated: October 23, 2020

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Adopting Retention and Disposition Schedule for New York Local Government Records (Lgs-1)

ATTACHMENTS

Resolution Adopting Retention and Disposition Schedule for New York Local Government Records (Lgs-1)



**CITY OF BEACON
CITY COUNCIL**

Resolution No. ____ of 2020

**RESOLUTION ADOPTING RETENTION AND DISPOSITION SCHEDULE
FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1)**

BE IT RESOLVED that the Council of the Beacon hereby adopts the Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, for use by all officers in legally disposing of valueless records listed therein; and

BE IT FURTHER RESOLVED, that in accordance with Article 57-A: (a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

Resolution No. ____ of 2020			Date: November 2, 2020				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing the Execution of an Agreement with Community Capital New York, Inc. to Establish the Microenterprise Stabilization Grant Program

ATTACHMENTS

Resolution Authorizing the Execution of an Agreement with Community Capital New York, Inc. to Establish the Microenterprise Stabilization Grant Program

Beacon Microenterprise Agreement

CCNY COI - Microenterprise Agreement

Exhibit A- Scope for Microenterprise Grant Program



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH COMMUNITY CAPITAL NEW YORK, INC. TO CREATE A MICROENTERPRISE STABILIZATION GRANT PROGRAM

WHEREAS, the City of Beacon seeks to enter into an agreement with Community Capital New York, Inc. to establish a Microenterprise Stabilization Grant Program; and

WHEREAS, under the Microenterprise Stabilization Grant Program grants up to \$10,000 will be available to assist microenterprise businesses negatively affected by COVID-19.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the execution of an Agreement with Community Capital New York, Inc. to establish the Microenterprise Stabilization Grant Program.

BE IT FURTHER RESOLVED, that the Agreement and any documentation deemed necessary to effectuate the purpose of the Agreement shall be subject to the review and approval by the City Administrator and the City Attorney as to form and substance.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments			" On roll call				
" Not on roll call			" 2/3 Required				
			" 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the CITY OF BEACON, a municipal corporation of the State of New York, with its principal place of business at 1 Municipal Plaza, Beacon, New York 12508 ("City") and Community Capital New York, Inc., a not-for-profit agency, having offices at 44 Executive Boulevard, Suite 203, Elmsford, NY 10523 ("Agency").

WITNESSETH:

WHEREAS, the City has funding available from repayments under the U.S. Department of Housing and Urban Development's ("HUD") Urban Development Action Grant ("UDAG"), and

WHEREAS, the City's UDAG program has been closed out by HUD and the City has authority to spend the remaining funds for activities eligible under the federal Community Development Block Grant ("CDBG"), and

WHEREAS, the Agency and the City wish to establish a Microenterprise Stabilization Grant program as described in Exhibit "A" (the "Activity").

NOW, THEREFORE, in consideration of these mutual promises and covenants, and other good and valuable consideration, the parties hereby agree as follows:

1. SCOPE OF SERVICE

The Agency shall be responsible for administering the Microenterprise Stabilization Grant program (the "Activity") in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such Activity will include the eligible activities and outcomes as described in Exhibit "A", which is attached hereto and made a part hereof.

2. BUDGET

A. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$150,000.

B. The Agency shall be entitled to 8.3% of funds disbursed.

C. The parties further agree that the City will reimburse the Agency according to the following limits:

a. Requests for Payment shall be for amounts in excess of \$1,000.00 per request, with the exception of the final request, which may be for a lesser amount.

b. All Requests for Payment for expenses incurred between November 1, 2020 through January 31, 2021 must be submitted by February 15, 2021.

D. The budget may be modified upon written request to the City Administrator.

- E. The obligation of the City for payment and obligation of the Agency for performance of activities hereunder shall be limited to funds available for the purposes hereof.

3. TERM OF AGREEMENT

- A. The term of this Agreement shall be from November 1, 2020 to January 31, 2021 (the activity completion deadline). This Agreement may be extended upon mutual written consent of the parties. All eligible activities described in Exhibit "A" must be completed and all costs incurred by the Activity completion deadline. Final Requests for Payment with backup documentation in connection with expenses incurred within the last quarter of this Agreement must be submitted by February 15, 2021 and paid by the City by March 31, 2021.
- B. If funds are not paid by the City in accordance with Exhibit "A" and this paragraph, the City will rescind the unexpended balance of the grant allocation through the issuance of a Recapture Statement by the City Administrator to the Agency. In such event, the funds will be reallocated by the City for other eligible activities and/or projects, although not necessarily for the benefit of the Agency.

4. NOTICES

- A. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

City

Anthony Ruggiero
City Administrator
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

Agency

Kim Jacobs
President/CEO
Community Capital New York, Inc.
44 Executive Boulevard, Suite 203
Elmsford, NY 10523

5. GENERAL CONDITIONS

A. General Compliance

- a. The Agency also agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided for under this Agreement. The Agency also

agrees to comply with the directives of the City, issued to ensure compliance with HUD regulations and requirements.

- b. The Agency has been identified as a “sub-recipient”, a non-Federal entity that expends Federal awards received from a pass-through entity (the City) to carry out a Federal program.

B. Non-Assignment

- a. The Agency shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the City.
- b. An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the Agreement.

C. Independent Contractor

The Agency agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the City, and that therefore, neither Federal, State nor local income tax nor payroll tax on any kind shall be withheld or paid by the City on behalf of the Agency or its employees; that it shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the City; that it shall not have Workers' Compensation or disability coverage through the City for the Agency or its employees, and that the Agency shall not be entitled to make any claim against the City for these or any other rights or privileges of an officer or employee of the City.

D. Defense and Indemnification

- a. **PROFESSIONAL SERVICES:** For all matters arising out of the Agency's professional services, the Agency agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of the Agency, or third parties under the direction or control of the Agency, in the performance of professional services under this Agreement.
- b. **GENERAL LIABILITY:** For all matters other than those arising out of the Agency's professional services (such other matters commonly referred to as “General Liability Claims”), the Agency agrees to the fullest extent permitted by law to defend, indemnify and hold the City and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the City on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Agency shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

- c. In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the City for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of City employees. The term “employee” shall include all officers, advisory board members and/or volunteers serving the City.

E. Insurance

At all times during the term of this Agreement, the Agency and its sub-contractor(s), if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the City, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- a. **Workers’ Compensation** Employer’s Liability (statutory limits). In compliance with the Workers’ Compensation Law of the State of New York, each Agency shall provide:
 - i. a certificate of insurance on an Acord form indicating proof of coverage for Workers’ Compensation, Employer’s Liability, **OR**
 - ii. a New York State Workers’ Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
 - iii. In the event that the Agency is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- b. **Commercial General Liability** Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The City must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.
- c. **Automobile Liability** Insurance coverage for all owned, exhibited, 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 City must be listed as additional insured.
- d. The Acord form certificate of insurance must contain the following provisions:
 - i. The City of Beacon must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

- ii. The commercial general and automobile policies are primary and noncontributory.
 - iii. The commercial general liability, auto liability and Workers' Compensation policies must contain a waiver of subrogation in favor of the City of Beacon.
 - iv. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the City of Beacon.
 - v. If the Workers' Compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the City of Beacon is provided.
- e. All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. 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 A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the City, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Agency. The Agency and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.
 - f. Payment(s) to the Agency may be suspended in the event the Agency, and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.
 - g. Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the City Attorney at the address listed below:

Nicholas Ward-Willis
Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, NY 10601

On receipt of such notice, the City shall have the option to cancel this Agreement without further expense or liability to the City, or to require the Agency to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the City.

- h. Failure of the Agency to take out or to maintain any required insurance shall not relieve the Agency from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Agency concerning indemnification. All losses of City property shall be adjusted with and made payable directly to the City.

- i. All Certificates of Insurance shall be approved by the City Attorney prior to commencement of any work under this Agreement.
- j. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Agency until the Agency furnishes such additional security as is determined necessary by the City.

F. Qualifications of Agency

The Agency specifically represents that its members, officers, employees, agents, servants, consultants and subcontractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

G. Declaration by Agency

The Agency declares that it has complied with all Federal, State and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

H. Executory Clause

- a. The City of Beacon fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the funds, irrespective of their source, available to the City for the performance of the terms herein. In the event the necessary funds to effect payment during the term of this Agreement become unavailable for whatever reason, then this Agreement shall cease and terminate at the option of either of the parties.
- b. Notice of the exercise of this option by either party shall be in writing and delivered by certified mail, return receipt requested. Upon receipt of the notice of termination from the City, any advance payment received and not expended, shall immediately be returned to the City.
- c. No liability on account thereof shall be incurred by the City beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

I. Funding

The Agency, through whatever medium it uses to communicate its mission, program or services, shall identify the City of Beacon as a funding source. It shall do so by placing on its stationery, brochures, newsletters and other printed materials the following statement: "Paid for by the City of

Beacon.” Whenever appropriate the City Seal should be displayed along with the statement. Attribution in other media where the above statement would be cumbersome shall appropriately convey the role of the City as a funding source.

J. Amendments

This Agreement shall not be changed or cancelled except in writing. The parties further agree that each activity listed in the Scope of Services specified in Exhibit "A" shall not be entitled to an amended change in scope.

K. Extensions

Extensions may be granted upon approval from the City Council. .

L. Suspension or Termination

- a. The City may terminate this Agreement, in whole or in part, on ten (10) days written notice to the Agency when the City deems such termination to be in the best interest of the City and after the occurrence of any of the following events:
 - i. A determination by the appropriate administrative authority of HUD that the Agency has violated a provision of the Act, or any other Federal law, rule or regulation, or administrative order applicable to this Agreement, after the Agency has been notified and provided reasonable opportunity to demonstrate to the contrary as provided by applicable HUD rules and regulations.
 - ii. A determination by the City Administrator that the Agency has violated a provision of Federal or state law, rule or regulation or administrative or executive order applicable to this Agreement, or has breached a term of this Agreement or has failed, in whole or part, to carry out its program as the same is described in Exhibit "A" provided that before making such determination, the City Administrator shall first notify the Agency of the potential violation or breach and shall afford the Agency, if the Agency requests, the opportunity to submit written documentation and present oral evidence in support of its position to the City Administrator.
- b. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Agency under this Agreement shall, at the option of the City, become the property of the City, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

M. Non-Compliance

- a. In the event there is probable cause to believe the Agency is in non-compliance with any applicable rules or regulations, the City may withhold funds until such time as the Agency is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

- b. Upon termination of this Agreement, the Agency shall transfer to the City any UDAG funds on hand at the time of expiration and any accounts receivable attributable to the use of UDAG funds.

N. Non-Waiver

Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

O. Severability

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

P. Choice of Law, Venue

Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

Q. No Arbitration

Disputes involving this Agreement, including breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the paragraph above entitled "Choice of Law, Venue".

R. Service of Process

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Agency hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United State mail, duly addressed and with proper postage or when the fax has connected. The Agency must promptly notify the City, in writing, of each and every address change to which the service of process can be made. Service by the City to the last known address shall be sufficient. The Agency shall have thirty (30) calendar days after the service is complete in which to respond.

S. Monitoring

- a. Agency agrees that its program and financial records shall be available to the City and to auditors upon reasonable notice during normal business hours in order to ensure compliance with Federal award requirements. Agency further agrees to cooperate with other sub-recipient monitoring by the City including, but not limited to, site visits, intended to provide assurance that the Agency is administering Federal awards in compliance with

laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

- b. The City will monitor the performance of the Agency against the Activity description and outcomes in Exhibit A. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Agency within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated. The period to correct substandard performance is reasonable if it does not exceed that which would be expected by a prudent person under the prevailing circumstances.

T. Severance Pay

The City Shall Not Be Charged for Severance Pay Incentives. The City is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The City of Beacon is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that City funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Agency shall immediately reimburse the City for the full amount with interest upon receipt of a written demand from the City. In addition, the City may declare this Agreement null and void.

U. Agency's Obligations Post Termination With or Without Cause

Upon termination of this Agreement, the Agency shall: (1) cooperate with the City to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Agency(ies) so as to prevent any disruption in services; (2) provide the City with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge, and if so directed by the City; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the Agreement is terminated for cause or terminated for convenience.

6. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

a. Accounting Standards

The Agency agrees to comply with the U.S. Office of Management and Budget's ("OMB") 2 CFR Chapter 1, Chapter II, Part 200 et al – Uniform Administrative Requirements, Cost

Principles and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013 (“OMB Guidance”) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

b. Cost Principles

The Agency shall administer its program in conformance with OMB Guidance and if the Agency is a governmental or quasi-governmental agency, with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", for all costs incurred whether charged on a direct or indirect basis.

All costs must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstance prevailing at the time the decision was made to incur the cost.

B. Documentation and Record-Keeping

a. Records to be Maintained

The Agency shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each Activity, including location, amount of funds budgeted, obligated and expended.
- ii. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with UDAG funds.
- iii. Financial records as required by 24 CFR Part 570.502, and OMB Guidance.
- iv. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- v. Outcome reports, client demographics, payment requests and supporting, program income reports and annual audits.

b. Records Retention

The Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of ten (10) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for ten (10) years after final disposition of such property. Records for any displaced person must be kept for ten (10) years after he/she has received final payment.

c. Audits & Inspections

- i. Agency shall maintain an accounting system that enables the City to readily identifies assets, liabilities, revenues, expenses and disposition of City funds. Records should include, but not be limited to, those kept by the Agency, its employees, agents, assigns, and subcontractors.
- ii. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the City Comptroller. Agency shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City.
- iii. The audits may include examination and review of the source and application of all funds from the City, State, or Federal governments. The Agency shall not be entitled to any interim or final payment under this Agreement, *and any overpayment may be recouped*, if any audit requirements and/or requests have not been satisfactorily met *or if any expenditures or fees by the Agency are determined to be irregular by the auditor*. This paragraph shall survive the termination of the Agreement.

C. Reporting and Payment Procedures

a. Reporting

The Agency shall submit outcome reports, quarterly and unduplicated client demographic information within thirty (30) days from the date of termination of this contract.

b. Program Income

The Agency shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with UDAG funds made available under this Agreement. The use of program income by the Agency shall comply with the requirements set forth at 24 CFR 570.504.

Program income includes but is not limited to the following:

- i. Proceeds from disposition of equipment purchased with community development funds.
- ii. Net income from the rental or sale of real or personal property acquired by the Agency with community development funds.
- iii. Net income from the rental or sale of real property owned by the Agency that was constructed or improved with UDAG funds.
- iv. Interest earned on program income pending disposition of such income.

c. Payment Procedures

The Agency shall submit payments at least quarterly. The City will pay to the Agency funds available under this Agreement based upon information submitted by the Agency and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Agency and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Agency accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Agency.

8. PERSONNEL & PARTICIPANT CONDITIONS

A. Non-Discrimination

The Agency will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

The Agency will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting Agency setting forth the provisions of this non-discrimination clause.

B. Conduct

a. Conflict of Interest

No persons who exercise or have exercised any functions or responsibilities with respect to the Activity or who are in a position to participate in a decision making process or gain inside information with regard to the Activity, may obtain a financial interest or benefit from the Activity or have a financial interest or benefit from the Activity or with respect to the proceeds of the Activity either for themselves or the parties noted below during their tenure or one year thereafter. No employee, officer or agent of the Agency or City may participate in the selection, award or administration of the Activity if he or she has a real or apparent conflict of interest.

These provisions apply to any person who is an employee, officer, or agent, any member of his or her immediate family, his or her partner, or any organization which employs any of the parties indicated herein, who has a financial or other interest in or a tangible personal benefit from a firm considered for a contract under the Activity. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City, or of any designated public agency which is receiving funds under the program.

b. Copyright

If this Agreement results in any material subject to copyright laws, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

c. Religious Organization

The Agency agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

9. BINDING

This Agreement shall be valid and binding once it has been approved by the City of Beacon Attorney's Office, executed by the City Mayor and delivered to the Agency at the address indicated in the introductory paragraph of this Agreement.

10. ENFORCEMENT EXPENSES

The Agency shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the City incurs in enforcing any of the terms of this Agreement.

11. SET-OFF RIGHTS

The City shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the City's option to withhold for the purpose of set-off any moneys due to the Agency under this Agreement up to any amounts due and owing to the City with regard to this Agreement, any other agreement with the City or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the City for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

12. CAPTIONS

The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

13. NON-ASSIGNMENT

This Agreement may not be assigned by the Contractor without prior written consent of the City, and the City shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

14. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of “electronic signatures” as regulated by New York State Technology Law Article 3, “Electronic Signatures and Records Act.”

15. ENTIRE AGREEMENT

The terms of this Agreement, including its attachments and Exhibit “A”, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this ____ day of _____, 20__.

APPROVED AS TO FORM:

ACCEPTED: CITY OF BEACON

City Attorney

Mayor

APPROVED AS TO CONTENT:

COMMUNITY CAPITAL NEW YORK, INC.

City Administrator

Kim Jacobs, President/CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Council Services Plus 272 Broadway Menands NY 12204-	CONTACT NAME: Eric Laughlin PHONE (A/C, No, Ext): (518)434-9194 E-MAIL ADDRESS: elaughlin@councilservicesplus.com FAX (A/C, No): (877)640-3410
	INSURER(S) AFFORDING COVERAGE INSURER A : Alliance of Nonprofits for Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Community Capital New York 44 Executive Boulevard Elmsford NY 10523-1324	NAIC # 10023

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		2020-42427	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		2020-42427	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y		2020-42427-UMB	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Beacon would be covered as an additional insured per endorsement CG 20 26 04 13, to the extent provided therein

CERTIFICATE HOLDER

CANCELLATION

AI 000772

City of Beacon 1 Municipal Plaza Beacon NY 12508-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit A
Scope of Services

ACTIVITY: City of Beacon Microenterprise Stabilization Grant

DESCRIPTION:

Community Capital New York, Inc. (CCNY) will administer a grant program for the benefit of microenterprises (5 or fewer persons including the owner) employing or benefiting low and moderate income person in the City of Beacon to help stabilize the microenterprise businesses negatively impacted by COVID.

MAJOR WORK ACTIVITIES:

- CCNY will develop program guidelines and an application with input from the City. CCNY and the City shall agree to final approved program guidelines in writing. Any changes to the guidelines must also be approved by the City in writing.
- CCNY will provide information on the program on its website, creating a specific page for the City's program, and will create an online portal for business owners to submit an application.
- CCNY will promote the program through its mailing list, website and social media platforms. (The City will also promote the program through its Business Notification Network, website, press release, and social media.)
- CCNY will provide technical assistance to potential applicants.
- CCNY will receive and review all applications for conformance with approved program guidelines and approve applications based on that criteria.
- CCNY will create a grant disbursement agreement and schedule a closing with the eligible business.
- CCNY will be responsible for disbursing funds directly to the eligible business under the terms of the grant disbursement agreement.
- CCNY will submit regular payments requests as outlined in the agreement. With each reimbursement CCNY shall submit the following for each grant:
 1. Legal name of the business
 2. Physical address of the business
 3. Business type
 4. Information on how the applicant has met the threshold requirements for the grant.
 5. Other demographic information as agreed upon.
- CCNY will provide quarterly reports to the City about the program progress including number of grants made, fund balance, and the information noted above.

OUTCOME:

Provide at least 15 grants of up to \$10,000 to stabilize microenterprise businesses negatively affected by COVID-19.

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing the Sale of Property at 8 Wilson Street

ATTACHMENTS

[Resolution Authorizing the Sale of Property at 8 Wilson Street](#)



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING SALE OF PROPERTY AT 8 WILSON STREET IN THE CITY OF BEACON

WHEREAS, there exists in the City of Beacon, County of Dutchess, and State of New York a certain improved tract or parcel of land known and designated as 8 Wilson Street (parcel identification grid number 6054-24-463973) (the “**Property**”); and

WHEREAS, the City of Beacon (the “**City**”) brought certain in rem tax lien foreclosure proceedings against the Property, together with certain other premises, in the Dutchess County Supreme Court by action bearing Index No. 723/2017 (the “**Tax Foreclosure Action**”); and

WHEREAS, a Decision and Order of Honorable Christi J. Acker, J.S.C. dated December 11, 2018 and entered in the Tax Foreclosure Action on December 12, 2018, awarded possession of the Property to the City, and further directed that full and complete title to the Property be conveyed to the City by deed from the City Administrator; and

WHEREAS, title was so conveyed by quitclaim deed dated February 1, 2019 and recorded February 20, 2019 in the Dutchess County Clerk’s Office as Document# 0220191244; and

WHEREAS, the Property is not needed by the City for any municipal purpose; and

WHEREAS, the Beacon City Council (the “**City Council**”) has the authority pursuant to General City Laws § 20 to sell and convey real property, when not needed for City purposes; and

WHEREAS, pursuant to Section 1.07 of the City Charter, the City Council may by resolution vote to sell City property upon such terms and conditions as the City Council may deem proper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council hereby declares that the Property is not needed for municipal purposes; and

BE IT FURTHER RESOLVED, the City Council hereby approves of the sale of the Property to Hardy II Corp., a New York corporation with an address at 27 Old State Road, Hopewell Junction, New York 12533 (the “**Purchaser**”) for a sales price of One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500.00); and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the City Administer and/or the Mayor of the City, acting together or alone, (a) to execute and deliver (i) a Purchase and Sale Agreement between the City and the Purchaser, in substantially the form previously circulated to the City Council by the City Attorney (the “**Contract**”), (ii) a quitclaim deed and such other documents as are required to be delivered at Closing pursuant to the terms of said Contract (collectively, the “**Contract Deliverables**”), and (iii) any and all other documents the City Administrator and/or Mayor deem necessary or advisable to consummate the sale of the Property in accordance with the Contract, and (b) to take such any and all other actions as are necessary or advisable to effectuate the purpose of this Resolution.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments							
" Not on roll call			" On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing the Sale of Property at 44 Ackerman Street

ATTACHMENTS

[Resolution Authorizing the Sale of Property at 44 Ackerman Street](#)



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING SALE OF PROPERTY AT 44 ACKERMAN STREET IN THE CITY OF BEACON

WHEREAS, there exists in the City of Beacon, County of Dutchess, and State of New York a certain improved tract or parcel of land known and designated as 44 Ackerman Street (parcel identification grid number 6054-29-100855) (the “**Property**”); and

WHEREAS, the City of Beacon (the “**City**”) brought certain in rem tax lien foreclosure proceedings against the Property, together with certain other premises, in the Dutchess County Supreme Court by action bearing Index No. 689/2016 (the “**Tax Foreclosure Action**”); and

WHEREAS, a Decision and Order of Honorable James D. Pagones, A.J.S.C. dated December 13, 2017 and entered in the Tax Foreclosure Action on December 15, 2017, awarded possession of the Property to the City, and further directed that full and complete title to the Property be conveyed to the City by deed from the City Administrator; and

WHEREAS, title was so conveyed by quitclaim deed dated February 13, 2018 and recorded March 13, 2018 in the Dutchess County Clerk’s Office as Document# 0220181779; and

WHEREAS, the Property is not needed by the City for any municipal purpose; and

WHEREAS, the Beacon City Council (the “**City Council**”) has the authority pursuant to General City Laws § 20 to sell and convey real property, when not needed for City purposes; and

WHEREAS, pursuant to Section 1.07 of the City Charter, the City Council may by resolution vote to sell City property upon such terms and conditions as the City Council may deem proper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council hereby declares that the Property is not needed for municipal purposes; and

BE IT FURTHER RESOLVED, the City Council hereby approves of the sale of the Property to Scott Thompson and Pearly Huang, individuals residing at 34-19 29th Street, Astoria, New York 11106 (collectively, the “**Purchaser**”) for a sales price of Two Hundred Thirty-Five Thousand and 00/100 Dollars (\$235,000.00); and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the City Administer and/or the Mayor of the City, acting together or alone, (a) to execute and deliver (i) a Purchase and Sale Agreement between the City and the Purchaser, in substantially the form previously circulated to the City Council by the City Attorney (the “**Contract**”), (ii) a quitclaim deed and such other documents as are required to be delivered at Closing pursuant to the terms of said Contract (collectively, the “**Contract Deliverables**”), and (iii) any and all other documents the City Administrator and/or Mayor deem necessary or advisable to consummate the sale of the Property in accordance with the Contract, and (b) to take such any and all other actions as are necessary or advisable to effectuate the purpose of this Resolution.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments						" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing the Sale of Property at 49 Teller Avenue

ATTACHMENTS

[Resolution Authorizing the Sale of Property at 49 Teller Avenue](#)



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING SALE OF PROPERTY AT 49 TELLER AVENUE IN THE CITY OF BEACON

WHEREAS, there exists in the City of Beacon, County of Dutchess, and State of New York a certain improved tract or parcel of land known and designated as 49 Teller Avenue (parcel identification grid number 5954-44-959697) (the “**Property**”); and

WHEREAS, the City of Beacon (the “**City**”) brought certain in rem tax lien foreclosure proceedings against the Property, together with certain other premises, in the Dutchess County Supreme Court by action bearing Index No. 689/2016 (the “**Tax Foreclosure Action**”); and

WHEREAS, a Decision and Order of Honorable James D. Pagonis, A.J.S.C. dated December 13, 2017 and entered in the Tax Foreclosure Action on December 15, 2017, awarded possession of the Property to the City, and further directed that full and complete title to the Property be conveyed to the City by deed from the City Administrator; and

WHEREAS, title was so conveyed by quitclaim deed dated February 1, 2018 and recorded March 12, 2018 in the Dutchess County Clerk’s Office as Document# 0220181675; and

WHEREAS, the Property is not needed by the City for any municipal purpose; and

WHEREAS, the Beacon City Council (the “**City Council**”) has the authority pursuant to General City Laws § 20 to sell and convey real property, when not needed for City purposes; and

WHEREAS, pursuant to Section 1.07 of the City Charter, the City Council may by resolution vote to sell City property upon such terms and conditions as the City Council may deem proper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council hereby declares that the Property is not needed for municipal purposes; and

BE IT FURTHER RESOLVED, the City Council hereby approves of the sale of the Property to Frederick Todd Davidson, an individual residing at South Street, Beacon, New York 12508 (the “**Purchaser**”) for a sales price of One Hundred Eighty-Nine Thousand and 00/100 Dollars (\$189,000.00); and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the City Administer and/or the Mayor of the City, acting together or alone, (a) to execute and deliver (i) a Purchase and Sale Agreement between the City and the Purchaser, in substantially the form previously circulated to the City Council by the City Attorney (the “**Contract**”), (ii) a quitclaim deed and such other documents as are required to be delivered at Closing pursuant to the terms of said Contract (collectively, the “**Contract Deliverables**”), and (iii) any and all other documents the City Administrator and/or Mayor deem necessary or advisable to consummate the sale of the Property in accordance with the Contract, and (b) to take such any and all other actions as are necessary or advisable to effectuate the purpose of this Resolution.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments						" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing the Sale of Property at 50 South Avenue

ATTACHMENTS

[Resolution Authorizing the Sale of Property at 50 South Avenue](#)



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING SALE OF PROPERTY AT 50 SOUTH AVENUE IN THE CITY OF BEACON

WHEREAS, there exists in the City of Beacon, County of Dutchess, and State of New York a certain improved tract or parcel of land known and designated as 50 South Avenue (parcel identification grid number 5954-34-725837) (the “**Property**”); and

WHEREAS, the City of Beacon (the “**City**”) brought certain in rem tax lien foreclosure proceedings against the Property, together with certain other premises, in the Dutchess County Supreme Court by action bearing Index No. 723/2017 (the “**Tax Foreclosure Action**”); and

WHEREAS, a Decision and Order of Honorable Christi J. Acker, J.S.C. dated December 11, 2018 and entered in the Tax Foreclosure Action on December 12, 2018, awarded possession of the Property to the City, and further directed that full and complete title to the Property be conveyed to the City by deed from the City Administrator; and

WHEREAS, title was so conveyed by quitclaim deed dated January 4, 2019 and recorded January 15, 2019 in the Dutchess County Clerk’s Office as Document# 022019417; and

WHEREAS, the Property is not needed by the City for any municipal purpose; and

WHEREAS, the Beacon City Council (the “**City Council**”) has the authority pursuant to General City Laws § 20 to sell and convey real property, when not needed for City purposes; and

WHEREAS, pursuant to Section 1.07 of the City Charter, the City Council may by resolution vote to sell City property upon such terms and conditions as the City Council may deem proper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council hereby declares that the Property is not needed for municipal purposes; and

BE IT FURTHER RESOLVED, the City Council hereby approves of the sale of the Property to Andrew Szustka and Patricia Szustka, individuals with an address at 7 South Brett Street, Beacon, New York 12508 (collectively, the “**Purchaser**”) for a sales price of Two Hundred Ninety-Two Thousand Dollars (\$292,000); and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the City Administer and/or the Mayor of the City, acting together or alone, (a) to execute and deliver (i) a Purchase and Sale Agreement between the City and the Purchaser, in substantially the form previously circulated to the City Council by the City Attorney (the “**Contract**”), (ii) a quitclaim deed and such other documents as are required to be delivered at Closing pursuant to the terms of said Contract (collectively, the “**Contract Deliverables**”), and (iii) any and all other documents the City Administrator and/or Mayor deem necessary or advisable to consummate the sale of the Property in accordance with the Contract, and (b) to take such any and all other actions as are necessary or advisable to effectuate the purpose of this Resolution.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments						" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing the Sale of Property at 50 Wesley Avenue

ATTACHMENTS

[Resolution Authorizing the Sale of Property at 50 Wesley Avenue](#)



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING SALE OF PROPERTY AT 50 WESLEY AVENUE IN THE CITY OF BEACON

WHEREAS, there exists in the City of Beacon, County of Dutchess, and State of New York a certain improved tract or parcel of land known and designated as 50 Wesley Avenue (parcel identification grid number 6054-25-503927) (the “**Property**”); and

WHEREAS, the City of Beacon (the “**City**”) brought certain in rem tax lien foreclosure proceedings against the Property, together with certain other premises, in the Dutchess County Supreme Court by action bearing Index No. 689/2016 (the “**Tax Foreclosure Action**”); and

WHEREAS, a Decision and Order of Honorable James D. Pagones, A.J.S.C. dated December 13, 2017 and entered in the Tax Foreclosure Action on December 15, 2017, awarded possession of the Property to the City, and further directed that full and complete title to the Property be conveyed to the City by deed from the City Administrator; and

WHEREAS, title was so conveyed by quitclaim deed dated February 13, 2018 and recorded March 13, 2018 in the Dutchess County Clerk’s Office as Document# 0220181781; and

WHEREAS, the Property is not needed by the City for any municipal purpose; and

WHEREAS, the Beacon City Council (the “**City Council**”) has the authority pursuant to General City Laws § 20 to sell and convey real property, when not needed for City purposes; and

WHEREAS, pursuant to Section 1.07 of the City Charter, the City Council may by resolution vote to sell City property upon such terms and conditions as the City Council may deem proper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council hereby declares that the Property is not needed for municipal purposes; and

BE IT FURTHER RESOLVED, the City Council hereby approves of the sale of the Property to Marcelo Mastrantuono and Victoria Mastrantuono, individuals residing at 102 Old Glenham Road, Beacon, New York 12508 (collectively, the “**Purchaser**”) for a sales price of One Hundred Fifty-Seven Thousand Five-Hundred and 00/100 Dollars (\$157,500.00); and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the City Administer and/or the Mayor of the City, acting together or alone, (a) to execute and deliver (i) a Purchase and Sale Agreement between the City and the Purchaser, in substantially the form previously circulated to the City Council by the City Attorney (the “**Contract**”), (ii) a quitclaim deed and such other documents as are required to be delivered at Closing pursuant to the terms of said Contract (collectively, the “**Contract Deliverables**”), and (iii) any and all other documents the City Administrator and/or Mayor deem necessary or advisable to consummate the sale of the Property in accordance with the Contract, and (b) to take such any and all other actions as are necessary or advisable to effectuate the purpose of this Resolution.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments							
" Not on roll call			" On roll call			" 2/3 Required	
						" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Adopting a Proposed Local Law Regarding Parking on Mountain Lane, Exeter Circle, and Pocket Road

ATTACHMENTS

Resolution Adopting a Proposed Local Law Regarding Parking on Mountain Lane, Exeter Circle, and Pocket Road

Local Law Amending Chapter 211, Article III, Section 15 of the Code of the City of Beacon Regarding Parking



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ 2020

**RESOLUTION ADOPTING A PROPOSED LOCAL LAW TO AMEND CHAPTER
211, ARTICLE III, SECTION 15 OF THE CODE OF THE CITY OF BEACON
REGARDIN PARKING**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby adopts a Proposed Local Law to Amend Chapter 211, Article III, Section 15 of the Code of the City of Beacon regarding parking on Mountain Lane, Exeter Circle, and Pocket Road.

Resolution No. __ of 2020 Amendments Not on roll call.			Date: <u>November 2, 2020</u>				2/3 Required
			On roll call			3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW TO AMEND CHAPTER 211, ARTICLE III, SECTION 15 OF
THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapter 211, Article III, Section 15 of the Code of the City of Beacon concerning no parking zones.

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

Section 1. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to restrict parking as follows:

§ 211-15. Parking, stopping and standing prohibited at all times.

...

B. Schedule X: Parking, Stopping and Standing Prohibited at All Times. In accordance with the provisions of Subsection A, no person shall park, stop or stand at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
<u>East Main Street</u>	<u>East</u>	<u>From Pocket Road to Mountain Lane</u>
<u>East Main Street</u>	<u>West</u>	<u>From Mountain Lane to a point 50 feet south</u>
<u>Exeter Circle</u>	<u>North</u>	<u>From the corner of Howland Avenue to a point 90 feet east.</u> <u>From Howland Avenue to a point 465 feet east</u>

Name of Street	Side	Location
<u>Mountain Lane</u>	<u>East</u>	<u>From East Main Street to the driveway of 31 Mountain Lane</u>
<u>Mountain Lane</u>	<u>West</u>	<u>From East Main Street to a point 165 feet north</u>
<u>Pocket Road</u>	<u>Both</u>	<u>From East Main Street to the dead end</u>

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211, Article III, Section 15 of the Code of the City of Beacon are otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification

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

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective date.

This chapter shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York.

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing an Agreement with Dutchess County Regarding Certain Referrals Pursuant to the General Municipal Law

ATTACHMENTS

[Resolution Authorizing an Agreement with Dutchess County Regarding Certain Referrals Pursuant to the General Municipal Law](#)



CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING A AGREEMENT WITH DUTCHESS COUNTY REGARDING CERTAIN REFERRALS PURSUANT TO THE GENERAL MUNICIPAL LAW

WHEREAS, New York State General Municipal Law Section 239 requires local municipalities to refer applications for certain planning and zoning actions to the Dutchess County Department of Planning & Development for review; and

WHEREAS, New York State General Municipal Law authorizes the County to enter into agreements with local municipalities in order to determine which, if any, of the local municipal actions subject to referral may be deemed strictly matters of local determination, and therefore, not subject to the referral process, and

WHEREAS, the County hereby proposes to eliminate the necessity of the County's review and comment on the following local actions:

- a. administrative amendments (zoning amendments regarding fees, procedures, penalties, etc.);
- b. special use permits, use variances and area variances for residential uses; and
- c. renewals/extensions of site plans or special permits that have no changes from previous approvals.

NOW, THEREFORE, BE IT RESOLVED, that the Administrator is authorized to enter into an Inter Municipal Agreement with Dutchess County to exempt certain actions from Dutchess County Planning Board referral review; and

BE IT FURTHER RESOLVED, that the Administrator shall cause any application for a residential Special Use Permit ("SUP") of twenty ("20") or more units or for any application that the Council may decide in its discretion, to be referred to the Dutchess County Planning Department for an informal review.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments			" On roll call			" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Awarding a Contract to LandVscape Inc. for the Wilkes Street Walkway Project

ATTACHMENTS

[Resolution Awarding a Contract to LandVscape Inc. for the Wilkes Street Walkway Project](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ___ OF 2020

**RESOLUTION AWARDING A CONTRACT TO LANDVSCAPE INC. FOR THE WILKES
STREET WALKWAY PROJECT**

WHEREAS, a total of ten (10) bid proposals were submitted and opened on October 2, 2020 for the Wilkes Street Walkway project; and

WHEREAS, all ten proposals were carefully checked; and addition of total prices were checked against the total contract amount; and

WHEREAS, the lowest bidder was LandVscope Inc. with a total base bid of \$108,702; and

WHEREAS, LandVscope Inc. has completed projects of a similar nature, and their references were called and checked to verify the work completed was found to be acceptable.

WHEREAS, the City Engineer recommends that the City award to contract for the Wilkes Street Walkway project to LandVscope Inc.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the Mayor or City Administrator to enter the city into a contract with LandVscope Inc. in the amount of \$108,702.

Resolution No. ___ of 2020			Date: November 2, 2020				
" Amendments			" On roll call			" 2/3 Required	
" Not on roll call						" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							



City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Approving Proposed Budget Amendments

ATTACHMENTS

[Resolution Approving Budget Amendments](#)

[Proposed Budget Amendments](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ 2020

RESOLUTION APPROVING BUDGET AMENDMENTS

WHEREAS, the City of Beacon City Council adopted the Fiscal Year 2020 Budget; and

WHEREAS, the City of Beacon City Council wishes to amend the adopted budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby approves the budget amendments attached hereto.

Resolution No. __ of 2020			Date: <u>November 2, 2020</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

Council Budget Amendments
November 2, 2020 Meeting

1. Amend the 2020 General Fund Budget for various lines related to COVID-19 purchases and cleaning to date. Below is the proposed budget amendment:

Transfer to:

A -01-1620-105000- OVERTIME	\$ 2,000
A -01-1620-444000- JANITOR SERVICE-COVID	13,224
A -03-3120-416008- MATERIALS & SUPPLIES - COVID	1,050
A -03-3410-416008- MATERIALS & SUPPLIES - COVID	167
A -05-5110-105000- OVERTIME	10,000
A -07-7140-416008- MATERIALS & SUPPLIES - COVID	890
A -01-1680-250000- PURCHASE EQUIPMENT	7,500
Total	<u><u>\$ 34,831</u></u>

Transfer from:

A -00-0000-090900- FUND BALANCE	<u><u>\$ 34,831</u></u>
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2. Amend the 2020 General Fund Fire Budget to provide for overtime due to COVID-19 related time and usage of available leave causing shift coverage. This amount is calculated out to cover until the end of the year. Below is the proposed budget amendment:

Transfer to:

A -03-3410-105101- OVERTIME	<u><u>\$ 52,000</u></u>
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Transfer from:

A -00-0000-090900- FUND BALANCE	<u><u>\$ 52,000</u></u>
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3. Amend the 2020 General Fund Expenses on Property Acquired budget to provide funds for the payment of School taxes on properties we acquired through the In-REM process and have not yet sold. Below is the proposed budget amendment:

Increase to:

A -01-1364-468001- EXPENSES ON PROPERTY ACQUIRED	<u><u>\$ 11,711</u></u>
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Increase to:

A -01-1325-266000- SALE OF REAL PROPERTY	<u><u>\$ 11,711</u></u>
--	-------------------------

Council Budget Amendments
November 2, 2020 Meeting

4. Amend the 2020 General Fund Police budget to account for overtime due to a quarantine order from the Dutchess County Department of Behavioral and Community Health. Below is the proposed budget amendment:

Transfer to:

A -03-3120-105019- OT-COVID	<u>\$ 41,639</u>
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Transfer from:

A -00-0000-090900- FUND BALANCE	<u>\$ 41,639</u>
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Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program Application to Repair & Upgrade Verplank Avenue Crosswalks

ATTACHMENTS

[Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program Application to Repair & Upgrade Verplanck Avenue Crosswalks](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ___ OF 2020

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE
FISCAL YEAR 2021 DUTCHESS COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATION FOR THE REPAIR/UPGRADE OF
CROSSWALKS ALONG VERPLANCK AVENUE**

WHEREAS, City of Beacon (hereinafter referred to as the Municipality) is participating in the 2021 Dutchess County Community Development Consortium, and

WHEREAS, input from citizens and groups has been received and considered at a public hearing, and

WHEREAS, an application has been prepared which addresses Beacon community concerns; and

NOW, THEREFORE BE IT RESOLVED, that the 2021 application to the Dutchess County Community Development Block Grant Program for the above referenced activity is approved in the amount of \$51,870.

BE IT FURTHER RESOLVED, that the submission of said application to the Dutchess County Department of Planning and Development be and hereby is authorized.

Resolution No. ___ of 2020			Date: November 2, 2020				
" Amendments			" On roll call			" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
11/02/2020

Title:

Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program Application
Sewer Main Replacement

ATTACHMENTS

[Resolution Authorizing Submission of the Fiscal Year 2021 Dutchess County CDBG Program
Application Sewer Main Replacement](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2020

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE
FISCAL YEAR 2021 DUTCHESS COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATION FOR THE FISHKILL AVENUE/HANNA
LANE SEWER MAIN REPLACEMENT PROJECT**

WHEREAS, City of Beacon (hereinafter referred to as the Municipality) is participating in the 2021 Dutchess County Community Development Consortium, and

WHEREAS, input from citizens and groups has been received and considered at a public hearing, and

WHEREAS, an application has been prepared which addresses Beacon community concerns; and

NOW, THEREFORE BE IT RESOLVED, that the 2021 application to the Dutchess County Community Development Block Grant Program for the above referenced activity is approved in the amount of \$108,130.

BE IT FURTHER RESOLVED, that the submission of said application to the Dutchess County Department of Planning and Development be and hereby is authorized.

Resolution No. ____ of 2020			Date: November 2, 2020				
" Amendments			" On roll call			" 2/3 Required	
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
11/02/2020

Title:

City Council Meeting Minutes October 19, 2020

ATTACHMENTS

[City Council Meeting Minutes October 19, 2020](#)

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. Due to COVID-19 the City Council Meeting was held through video conference. The public was able to attend through video or telephone and were made aware via the City of Beacon website, cityofbeacon.org. Please note that the video recording of this meeting is available at <https://vimeo.com/470368550>. Please take further notice that in accordance with New York State Governor Andrew Cuomo's Executive Order 202.1 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@cityofbeacon.org.

Councilmembers Present

Amber Grant, At Large
George Mansfield, At Large
Terry Nelson, Ward One
Air Rhodes, Ward Two
Jodi McCredo, Ward Three
Dan Aymar-Blair, Ward Four
Lee Kyriacou, Mayor

Councilmembers Absent**Also Present:**

Anthony Ruggiero, City Administrator
Nick Ward-Willis, City Attorney

Public Hearings:

1. Continuation of a Public Hearing Regarding Proposed Amendments to the Historic District Landmark Overlay
 - Motion to close the Public Hearing by Councilmember McCredo
 - Second by Councilmember Grant
 - Motion passes 7 – 0
2. Proposed Local Law to Amend Chapter 211, Article III, Section 15 of the Code of the City of Beacon Regarding Parking Restrictions Near Mount Beacon
 - Motion to close the public hearing by Councilmember Rhodes
 - Second by Councilmember Aymar-Blair
 - Motion passes 7 – 0

City Council/Department Head Reports**Local Laws and Resolutions: Consent Agenda**

1. Resolution Setting a Public Hearing to Receive Input Regarding 2021 Dutchess County

Community Development Block Grant Program Application

2. Resolution Setting a Public Hearing to Receive Input from the Public Regarding the Proposed 2021 City of Beacon Budget for November 16, 2020
3. Resolution Authorizing the Appointment of Giovanna Rogow to the Human Relations Commission
4. Resolution Authorizing the Appointment of Ron Donofrio to the Board of Assessment Review
5. Resolution Authorizing the Appointment of Don Raskopf to the Conservation Advisory Committee
 - Motion to pass the Consent Agenda by Councilmember McCredo
 - Second by Councilmember Nelson
 - Motion passes 7 – 0

Local Laws and Resolutions

1. Resolution Authorizing the City of Beacon to Award Contract to OCS Industries, Inc. for the North Interceptor Sewer Main Replacement and Water Main Relocation
 - Motion to close pass by Councilmember Rhodes
 - Second by Councilmember Mansfield
 - Motion passes 7 – 0
2. Resolution Concerning River Ridge Development Offer of Dedication of Easement for Pocket Park
 - Motion to close pass by Councilmember Aymar-Blair
 - Second by Councilmember Mansfield
 - Motion passes 7 – 0

Approval of Minutes:

1. City Council Meeting Minutes from October 5, 2020
 - Motion to approve the minutes by Councilmember Rhodes
 - Second by Councilmember Nelson
 - Motion passes 7 – 0

Adjournment:

- Motion to adjourn by Councilmember Rhodes
- Second by Councilmember Nelson
- Motion passes 7 – 0

City of Beacon City Council Agenda
11/02/2020

Title:

Personnel

ATTACHMENTS