



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

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

**February 22, 2022
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

Discussion of Billing Issues with Central Hudson Gas & Electric Corp.

Public Comment

Notice of Meeting Location February 22, 2022

Public Hearings

Public Hearing for a Proposed Local Law to Amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon Concerning Residency Requirements for Career Firefighters and the Fire Chief

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

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. Resolution No. 37 - Authorizing the City Administrator to Execute an Agreement with Weston & Sampson to Develop a Community Facility and Program Report
2. Resolution No. 38 - Authorizing the City Administrator to Execute a Sewer Tenancy Agreement with WSH Realty Corp. and Healey Chrysler Dodge Jeep, LLC
3. Resolution No. 39 - Accepting the Dedication of River Ridge Sidewalk and Stairway from River Ridge Views Homeowners Association, Inc.
4. Resolution No. 40 - Accepting the Dedication of River Ridge Water and Sewer Mains from River Ridge Views Homeowners Association, Inc.
5. Resolution No. 41 - Authorizing the Mayor and City Administrator to Amend the Existing Sales Tax Agreement and to Execute a New Sales Tax Agreement with the City of Poughkeepsie

and County of Dutchess

6. Resolution No. 42 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections

Approval of Minutes

1. Approval of Minutes - February 7, 2022

2nd Opportunity for Public Comments

Executive Session

1. Executive Session

Adjournment

City of Beacon City Council Agenda
02/22/2022

Title:

Discussion of Billing Issues with Central Hudson Gas & Electric Corp.

ATTACHMENTS

City of Beacon City Council Agenda
02/22/2022

Title:

Notice of Meeting Location February 22, 2022

ATTACHMENTS

[Notice of Meeting Location February 22, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of February 22, 2022 in the Courtroom at 1 Municipal Plaza, Beacon, NY 12508. The meeting will simultaneously be streamed via Zoom. The public can attend and comment in the Courtroom, or access the meeting via Zoom at

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

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

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of February 22, 2022 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
02/22/2022

Title:

Public Hearing for a Proposed Local Law to Amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon Concerning Residency Requirements for Career Firefighters and the Fire Chief

ATTACHMENTS

Proposed Local Law to Amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon Concerning Residency Requirements for Career Firefighters and the Fire Chief

LOCAL LAW NO. ____ OF 2022

CITY COUNCIL
CITY OF BEACON

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

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

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

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

§ 31-8 Qualifications for membership.

...

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

...

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

§ 31-10 Career firefighters and career Fire Chief.

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

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

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

- B. All career firefighters, other than the Fire Chief, shall be residents of the City of Beacon or reside within no more than 30 miles from the nearest boundary line of the City, a fifteen-mile radius of the City of Beacon except for the Fire Chief, whose location of residency from the City shall be at the Mayor's discretion, subject to the consent of the Council.
- C. Names of eligible candidates for the position of the career Fire Chief or career firefighter shall come from the Dutchess County Civil Service List. Notwithstanding the foregoing, persons already or previously employed as a career Fire Chief or career firefighter in another municipality shall also be eligible for the position of the career Fire Chief and career firefighter as a lateral transfer as long as all civil service and local qualifications are satisfied.
- D. It shall be the duty of the career firefighter on duty to respond to all alarms as dispatched. Additional firefighting duties, as the incident dictates, may also be undertaken.
- E. It shall be the duty of the career firefighters assigned to each station to maintain said station according to the Fire Department Rules and Regulations and to report any and all problems with the fire apparatus or station to the Fire Chief or Assistant Chiefs as appropriate.
- F. Minimum training for career firefighter shall consist of those requirements as stated in Chapter XII, Office of Fire Prevention and Control, Part 426, New York Code of Rules and Regulations, and the Executive Law § 159-d.

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

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

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

January 25, 2022

been specifically exempt there from.

Section 6. Effective Date

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

DRAFT

City of Beacon City Council Agenda

02/22/2022

Title:

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

ATTACHMENTS

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

Dated February 1, 2022

LOCAL LAW NO. ____ OF 2022

**CITY COUNCIL
CITY OF BEACON**

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

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

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

Section 1. Purpose :

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

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

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

Chapter 173. Rental Properties

Article I. Definitions

§ 173-1 Definitions.

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

ACTION or PROCEEDING

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

BUILDING

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

DISABLED PERSON

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

HOUSING ACCOMMODATION

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

LANDLORD

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

NON-OWNER-OCCUPIED PROPERTY

A property that does not qualify as owner-occupied.

OWNER

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

OWNER-OCCUPIED PROPERTY

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

PRIMARY RESIDENCE

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

PROCESS

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

RENT

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

RENTAL PROPERTY

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

TENANT

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

Article II. Non-Owner-Occupied Registration Requirements

§ 173-2 Intent.

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

§ 173-3 Registration of property required.

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

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

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

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

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

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

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

§ 173-5 Public access to records.

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

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

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

§ 173-7 Revocation or suspension of permit.

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

§ 173-8 Permit fees.

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

§ 173-9 Effect on other laws.

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

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

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

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

§ 173-11 Enforcement.

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

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

§ 173-12 Service of notice of violation.

Notice of noncompliance with this article shall be made:

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

§ 173-13 Penalties for offenses.

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

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

Article III Prohibition of Eviction Without Good Cause Law

§ 173-14 Applicability.

This article shall apply to all housing accommodations except:

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

§ 173-15 Necessity for good cause.

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

§ 173-16 Grounds for removal of tenants.

- A. No landlord shall remove a tenant from any housing accommodation, or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, except upon order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which the petitioner or plaintiff has established one of the following grounds as good cause for removal or eviction:

- (1) The tenant has failed to pay rent due and owing, provided, however, that the rent due and owing, or any part thereof, did not result from a rent increase or pattern of rent increases which, regardless of the tenant's prior consent, if any, is unconscionable or imposed for the purpose of circumventing the intent of this article. In determining whether all or part of the rent due and owing is the result of an unconscionable rent increase or pattern of rent increases, the Court may consider, among other factors, i) the rate of the increase relative to the tenant's ability to afford said increase, ii) improvements made to the subject unit or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 173-17 Intimidation and Illegal Conduct.

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

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

§ 173-18 Preservation of existing requirements of law.

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

§ 173-19 Waiver of rights void.

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

Section 4. City Council Review

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

Section 5. Ratification, Readoption and Confirmation

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

Section 6. Numbering for Codification

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

Section 7. Severability.

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

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

Section 8. Effective Date

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

DRAFT

City of Beacon City Council Agenda
02/22/2022

Title:

Resolution No. 37 - Authorizing the City Administrator to Execute an Agreement with Weston & Sampson to Develop a Community Facility and Program Report

ATTACHMENTS

Community Facility and Program Report Request for Proposals

Weston & Sampson Proposal for City of Beacon Community Facility and Program Report

City of Beacon Recreation Director Memorandum Regarding Community Facility and Program Report Award

Resolution No. 37 - Authorizing the City Administrator to Execute an Agreement with Weston & Sampson



City of Beacon
One Municipal Plaza
Beacon, New York 12508

Community Facility and Program Report
RFP No. 2021-012

REQUEST FOR PROPOSALS:

CONSULTING SERVICES TO DEVELOP A COMMUNITY FACILITY AND PROGRAM REPORT

Notice is hereby given that the City of Beacon, NY is requesting proposals for professional consulting services to conduct a needs assessment for recreational and community services and develop a Community Facility and Program Report.

Sealed proposals must be received by 3:00 p.m. on Monday, December 27, 2021 at the City of Beacon Municipal Center, One Municipal Plaza, Suite One, Beacon, New York 12508.

A copy of the Request for Proposals can be found on the City's website at [Proposals and Bid Notices — City of Beacon \(beaconny.gov\)](https://www.beaconny.gov/Proposals-and-Bid-Notices)

Questions regarding this RFP must be submitted in writing by 3:00 p.m. on December 20, 2021 to:

Etha Grogan
Assistant to the City Administrator
City of Beacon City Hall
One Municipal Plaza, Suite One
Beacon, New York 12508
845-838-5002
egrogran@beaconny.gov

The City of Beacon reserves the right to reject any and all proposals and to waive any and all informalities deemed to be in the best interest of the City.

*** Proposals received after the designated time and date will be returned unopened ***

DATED: November 16, 2021



I. Purpose

The City of Beacon is seeking professional consulting services to develop a Community Facility and Program Report (the “Project”). The Report will include an inventory of existing recreational facilities and programs and a community needs assessment to identify and evaluate opportunities to improve and build upon existing programs and facilities. Based on the findings of the Inventory and Assessment, the Consultant shall develop a final report outlining alternatives and prioritized recommendations for the potential provision of additional facilities, programs, and services for the next ten (10) years.

II. Scope of Work

Task 1: Recreation Facility and Program Inventory

Following a kick-off meeting with City staff, the Consultant shall review and familiarize themselves with the City of Beacon’s *2017 Parks & Recreation Fee Study*, which provides a recent inventory of the City’s parks and recreational facilities and provides a starting point for an updated inventory. Working with the Recreation Department and community, the Consultant shall confirm and update this inventory, including adding a comprehensive inventory of all current recreation programs, activities, and community services provided through the Recreation Department (“Inventory”). The Inventory shall also include all existing recreational facilities, programs, and services offered through the City, Beacon City School District, private businesses, and volunteer and community organizations.

Deliverable: Recreation Facility and Program Inventory (“Inventory”)

Consultant shall develop first draft of Inventory which will be presented at a public meeting for comment and input from City residents. Following public comment, revisions shall be made to the Inventory and a final Recreation Inventory shall be completed to provide baseline data and information for the subsequent assessments.

Estimated time: 3 Months

Task 2: Community Recreation Needs Assessment

The Consultant shall prepare a Community Recreation Needs Assessment (“Assessment”) that researches and documents current gaps and future needs with regard to recreational and community facilities, activities, and recreational programs. The Consultant shall propose and develop with feedback from City staff a plan for soliciting quality public input from stakeholder groups, community organizations, local residents and businesses, and other interested agencies, such as the Beacon City School District (“Plan”). The Plan shall be presented to the public and City Council for feedback and Council approval prior to finalization and implementation.

In addition to the development and implementation of the Plan, the Consultant shall include the following in completing this task:

1. Biweekly meetings (remote or in-person) with City project staff to review and guide progress



2. Minimum of two (2) community information meetings at which the draft Plan is reviewed and the draft Assessment is presented. Public comments shall be solicited and included in revisions to these draft documents.
3. Development of a digital community survey to identify the community's goals for additional facilities and program development. This shall include seeking input on whether a centralized community center is needed and if so, what programs and/or services are desired for this space.
4. Outreach to and interviews with key community stakeholder groups, including the Beacon City School District, faith-based groups, neighborhood associations, and community organizations.
5. Analysis and survey of recreational and community services in similar communities with recommendations for enhancements or additions to the City of Beacon's facilities and programs.

Deliverable 1: Public Outreach Plan, including digital survey ("Plan")

Consultant shall work with City staff and the public to confirm and/or revise the draft Plan included in the Consultant's RFP response. The draft Plan shall be presented publicly for comment and revisions shall be made prior to finalization and implementation.

Estimated time: 1-2 Months

Deliverable 2: Community Recreation Needs Assessment ("Assessment")

Consultant shall work with City staff to prepare a draft Assessment, which shall be presented to the public for comment. Revisions shall be made to develop a final Assessment document.

Estimated time: 3 Months

Task 3: Community Facility and Program Report

Based on the findings of the Inventory and Assessment, the Consultant shall develop alternatives and prioritized recommendations for the potential provision of additional facilities, programs, and services for the next ten (10) years. The Report shall include:

1. Prioritized inventory of improved or new facilities, programs, and/or services as identified through the Assessment process.
2. Detailed alternatives for matching identified facility, program, and service needs with existing/available resources (e.g., considering alternatives for fitting new programs into publicly owned or publicly available spaces).
3. Assessment of staffing levels required to implement inventoried needs.
4. Recommendations for implementing identified priorities in the short-term and longer-term with consideration of affordability and sustainability, including the potential use of piloting for new programs/ services to gauge public use or testing use of other publicly-available facilities.

Deliverable: Draft and Final Community Facility and Program Report ("Report")

Consultant shall work with City staff and the public to develop a draft, which shall be presented publicly for comment. Revisions shall be made prior to finalization of the Report. The Report shall be compiled in a final document that includes the Inventory, Plan, Assessment, and Report along with results of surveys and other information collected appended to the Report for future reference.



Estimated time: 3 Months

The Consultant shall work closely with municipal staff and their volunteers throughout the entire project, including a Project Kick-Off Meeting to include the following:

1. Identify and discuss opportunities, constraints and policy issues related to completion of the report.
2. Identify or confirm the project goals, objectives and possible outcomes.
3. Establish organizational responsibilities.
4. Review project schedule consistent with this Scope of Work.
5. Identify current recreation and facility documents and resources to be utilized for Inventory, Assessment and Final Report.
6. Identify key stakeholder groups, community organizations, local residents and businesses, and other interested agencies with recreational facilities, programs, and services offered within the City of Beacon

III. Consultant Requirements

The following items should be included in the response to this RFP:

Statement of Qualification: The Consultant should provide an overview of experience and qualifications with similar projects. Please specifically highlight and describe experience in designing and conducting public surveys and assessments and provide examples of prior reports or services that are similar in nature to the City's Project. Names, titles, qualifications, and relative contribution of all the individuals who will be providing services should be given for evaluation along with resumes. A description of the Consultant's ability to perform the required services should be included. Indicate how their combined qualifications enable them to effectively complete the services based on their qualifications. Please also include at least three professional references for similar projects preferably completed within the past five (5) years. *(Please limit to three pages plus resumes and references.)*

Proposed Work Plan: The Consultant should provide a detailed and concise statement to demonstrate a clear understanding of the project scope and project deliverables. Consultant should outline a proposed Work Plan detailing how they propose to achieve the objectives of the Project as well as provide any recommendations for improving the process or deliverables on this project. The Work Plan should lay out a clear and realistic work program within budget and with provisions for delivering all deliverables in a timely fashion and within project deadlines.

Delivery Schedule: The Consultant is to include a proposed schedule of work taking into account that the project is to be completed no later than twelve (12) months from Notice to Proceed issuance.

Fee Proposal: Please include a proposed fee for the Project broken down by each of the three tasks and inclusive of all overhead costs. The Fee Proposal should be submitted in a separate envelop marked, "Fee Proposal."

Consultants must submit one (1) original plus four (4) paper copies, plus one (1) digital copy on USB drive (as a single PDF document) of their Proposal.



IV. Rating and Selection Criteria

The Consultant will be selected based on qualification, experience, quality of proposed work plan, and reasonable of fees. The City's selection committee will review all proposals and determine to rank prospective Consultants and will interview the top candidates prior to determining the Consultant for the Project.

V. Insurance Requirements

Prior to commencement of and during the course of the Project, the Consultant, at its sole expense, shall maintain the following insurance on its own behalf, and furnish to the City certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- 1) Worker's Compensation and Employers Liability Policy covering operations in New York State.
- 2) Commercial General Liability Policy with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage.
- 3) Comprehensive Automobile Policy with limits no less than \$1,000,000 Bodily Injury and Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles
- 4) Professional Liability with limits no less than \$1,000,000.

Certificates: The Consultant shall furnish to the City of Beacon Certificates of Insurance as evidence of coverage prior to commencement of the Project and naming the City of Beacon as Additional Insured on a primary and non-contributory basis. Waiver of Subrogation in favor of the City of Beacon is to be included. The firm shall provide thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon. 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. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

VI. Exceptions

All exceptions to the requirements of the RFP must be clearly identified and explained in writing. The City of Beacon RFP does not guarantee that a Consultant will be selected. The City is not responsible to any Consultant for the cost of their proposal preparation. The City reserves the right to reject all submissions. Notification of the City's decisions will be provided to all respondents.



City of Beacon
One Municipal Plaza
Beacon, New York 12508

Community Facility and Program Report
RFP No. 2021-012

Bid Form

Sealed proposals must be received by 3:00 p.m. on Monday, December 27, 2021 at the City of Beacon Municipal Center, One Municipal Plaza, Suite One, Beacon, New York 12508.

Total Base Bid Price for professional consulting services to conduct a needs assessment for recreational and community services and develop a Community Facility and Program Report.

(in words):

Name of Bidder:

Address:

Contact Name & Title:

Phone Number:

Email Address:

Fax Number:

Type of Entity Corporation

Partnership

Individual

List Officers:

List Directors:

Date of Organization:



City of Beacon
NEW YORK

TECHNICAL PROPOSAL

December 2021

Community Facility & Program Report

RFP No. 2021-012



Weston & SampsonSM

westonandsampson.com

1 Winners Circle, Suite 130, Albany, NY 12205

Following Page	COVER LETTER
Section 1	STATEMENT OF QUALIFICATION
Section 2	PROPOSED WORK PLAN
Section 3	DELIVERY SCHEDULE
Section 4	CERTIFICATE OF INSURANCE
Under Separate Cover	FEE PROPOSAL

December 27, 2021

Etha Grogan
Assistant to the City Administrator
City of Beacon Municipal Center
One Municipal Plaza, Suite One
Beacon, New York 12508

Re: Consulting Services to Develop a Community Facility and Program Report | Technical Proposal

Dear Ms. Grogan:

Weston & Sampson, in association with **GreenPlay, LLC** and **RRC Associates**, is pleased to submit this proposal to provide the City of Beacon with comprehensive consulting services for the development of a community facility and program report. With our prior work providing similar services for parks and recreation departments in Beacon, across New York, and throughout the Northeast, our team offers the experience and approach required to provide a clear vision for the future of the city's parks and recreational spaces. We look forward to this opportunity to develop a collaborative, community-supported plan that is sensitive to the character of the city and the Hudson River Valley and meets the needs of both residents and visitors.

We'd like to highlight the following regarding our qualifications:

Successful Record of Master Planning Project Completion. Our combined parks, recreation, and open space planning and design experience makes the Weston & Sampson team among the most experienced firms in the Northeast. We have successfully completed many master planning projects, as well as comprehensive efforts that include visioning and planning, with subsequent design and construction. Our multi-disciplinary team has built a portfolio of projects for municipal clients over the past decade, including similar work in Amherst, Bethlehem, Lynbrook, and Saratoga Springs, New York as well as in Canton, Darien, and Simsbury, Connecticut.

Experienced Team of Professionals. Given our understanding of this project, we have organized an experienced team ready to deliver comprehensive, cost-effective, and innovative services. **Daniel Biggs, RLA, ISA, CERP**, who has successfully managed several planning and design projects in the City of Beacon, will serve as principal-in-charge / project manager; our carefully curated in-house team will support the master planning and public involvement tasks. **GreenPlay**, a national expert in parks and recreation master planning, will assist with master planning and public involvement, along with programming analysis and cost recovery assistance. **RRC Associates** will support the statistically valid survey efforts related to this project; their expertise includes conducting primary market research to obtain citizen input on parks and recreation use and community priorities for future improvements.

History in Beacon. Innovative and reliable for more than a century, Weston & Sampson is committed to providing Hudson River Valley clients like the City of Beacon with high-quality solutions tailored to meet their specific project challenges. Our past work in the city has included improvement efforts for the Pete & Toshi Seeger Riverfront Park, Hudson River Trail Master Plan, and design services for an athletic complex at the Beacon High School as part of the Beacon City School District's facilities improvement project. We are familiar with your city and its infrastructure, and have developed professional relationships with your staff, which will prove valuable to this opportunity.

Our project experience and talented team of professionals make Weston & Sampson a valuable, collaborative partner well positioned for this assignment. As your partner, we seek to achieve outstanding results and exceed expectations. We look forward to continuing our work with the City of Beacon; please contact me at 518-417-3433 or biggsd@wseinc.com if you have any questions about our qualifications, work plan, or delivery schedule.

Sincerely,
Weston & Sampson, PE, LS, LA, PC



Daniel P. Biggs, RLA, ISA, CERP
Associate | Regional Manager

STATEMENT OF QUALIFICATION

Weston & Sampson

Founded in 1899, Weston & Sampson has been providing municipalities, public agencies, and private sector clients with innovative solutions to their planning, recreational design, infrastructure, and environmental challenges for more than 120 years. Throughout our history, Weston & Sampson has exceeded our clients' expectations by providing attentive personal service, superior technical quality, and adherence to cost and schedule requirements. Our creative designers consistently complete thoughtful, pragmatic, cost-effective multi-use facility plans and designs. **With this experience, our firm has become the preferred consultant for many communities in New York and throughout the Northeast.**

To meet the diverse needs of our clients, Weston & Sampson has extensive capabilities to address the complex challenges of today's projects. Our areas of expertise include:

- Landscape Architecture
- Civil & Stormwater Engineering
- Transportation & Traffic Engineering
- Infrastructure Design & Construction
- Geotechnical & Structural Engineering
- Interpretative Signage & Wayfinding Design
- Master Planning
- Land Surveying & Mapping
- Environmental Compliance & Permitting
- Construction Inspection, Oversight & Management
- Watershed & Stormwater Management
- Public Engagement & Involvement

**Experience**

Weston & Sampson provides the highest level of consultant services to municipalities. We fully understand the needs and challenges of master planning projects, including available technologies, regulatory requirements, cost analysis and funding, and operational issues. Our firm has been providing engineering, environmental, and construction services for well over a century and landscape design services for more than two decades. We have successfully completed assessment/planning, engineering, urban design, landscape architecture, and open space projects in complex municipal environments for clients along the Eastern Seaboard. Our designs ensure ADA accessibility/compliance and useful and compelling programming for multi-generational users. For all of our projects, we tailor our approach to meet the needs of both the project and the client. The combination of our creative and technical design expertise, wealth of in-house resources, ability to develop and maintain valuable client relationships, and our highly collaborative project approach has led to repeat assignments. Several relevant example projects are provided at the end of this section.

Master Planning

Weston & Sampson develops data-driven, realistic, and financially feasible master plans for our municipal clients. We engage with clients and communities to understand issues, facilitate ideas, and provide practical, forward-thinking solutions. With interdisciplinary collaboration among our planners, designers, engineers, and scientists, we develop cutting-edge solutions and high-quality, cost-effective work products tailored to meet the needs of our clients. We work directly with our clients to develop a vision through a series of public input/participation and design workshops. Our team conducts extensive research, existing conditions assessments, and on-site visits; we also facilitate workshops attended by municipal leaders, project stakeholders, and the public.

We then prepare a master plan to accomplish the project goals and prioritize recommendations and implementation strategies. Our efforts inform and yield well-crafted and cohesive site-specific or community-wide master plans as well as subsequent designs. In addition, our team can provide preliminary cost estimates and outline estimated annual expenses; we can identify potential revenue resources that could be used to fund the achievement of the goals identified in the report. We consider:

- prioritization of demand and opportunities
- existing conditions/ accessibility
- level of service/use
- active and passive multi-generational users
- safety and liability concerns
- site constraints/ environmental impacts
- cost implications
- quality of the user experience

STATEMENT OF QUALIFICATION

GreenPlay, LLC

GreenPlay LLC was founded in 1999 with the purpose of serving as a resource for recreation professionals to organize planning and consulting teams that understand their needs. Our team members are passionate about recreation, experienced in the field, objective third parties, knowledgeable about operating recreation programs & facilities, understanding of client responsibilities. They conduct thorough plans and studies based on market analysis, community engagement and operational constraints. Their recommendations are based on accurate findings. GreenPlay will not make recommendations that are not realistic and can help your recreation facilities and programs in a way that is realistic and implementable for you. To date, GreenPlay has completed over 600 projects in 46 states for governmental agencies and private sector companies.

RRC Associates

For 38 years, RRC Associates has set itself apart from other research firms with their customized approach to every client and every project. RRC designs a research program to meet client objectives with complete, accurate, and actionable data/analysis. Their expertise includes conducting primary market research to obtain citizen input on a variety of topics related to parks and recreation use and community priorities for future improvements. RRC analyzes and interprets the numbers to give their clients the insights they need to make data-driven decisions and achieve results. RRC's survey experience includes resident surveys; parks, recreation and open space surveys; market and strategic analysis; customer/user satisfaction surveys; and community surveys/performance evaluations. Some of their techniques include intercept/face-to-face surveys, online post-departure surveys, apps for capturing people on the move, open-link feedback channels, focus groups, secondary research, and more.

REFERENCE PROJECTS

At the end of this section, we have included **reference projects completed in the past five years** for which we have provided similar community recreation planning and design/engineering services. We invite you to contact these references to discuss our capabilities, ability to meet budget/schedule constraints, capacity to support complex projects, and collaborative past performance on community-wide recreation and planning initiatives.

STAFFING

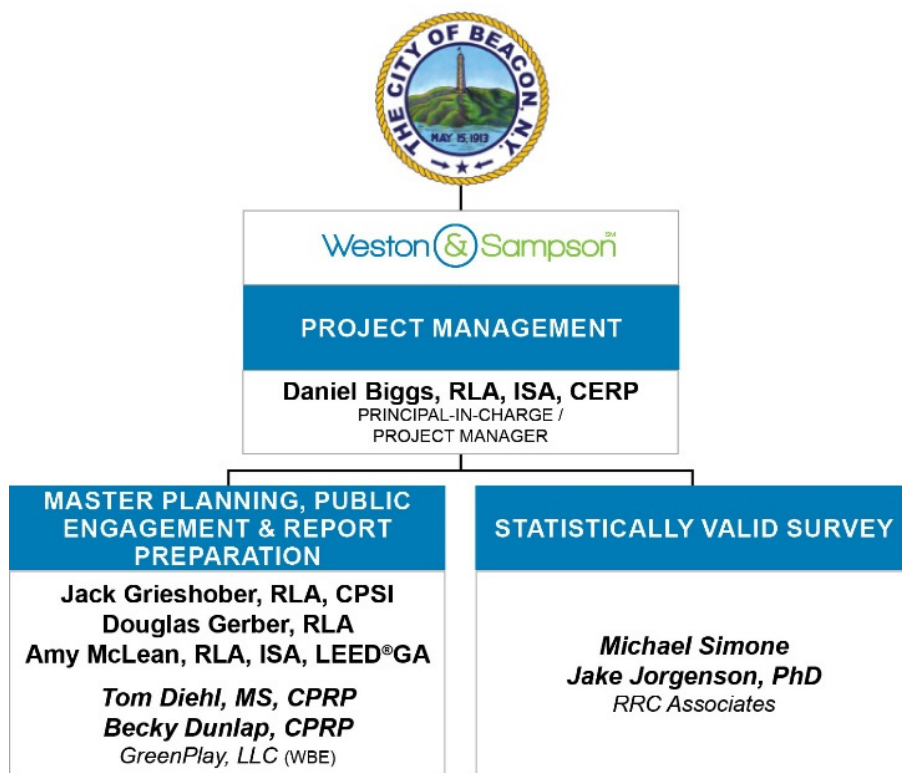
We highlight the qualifications of our team members in the following table and have included resumes for these personnel at the end of this section immediately following our reference projects.

Name / Role	Academic Experience	Professional Experience
Weston & Sampson		
Daniel Biggs, RLA, ISA, CERP Principal-in-Charge/ Project Manager	BS, Construction Management Master of Landscape Architecture	15+ years of experience Registered Landscape Architect (RLA); Arborist; CERP - Experience in Beacon, Amherst, Bethlehem, Fishkill, NY; Canton, Darien, Simsbury, CT; Dover, VT
Jack Grieshober, RLA, CPSI Master Planning	BS, Landscape Architecture	7+ years of experience RLA & Certified Playground Safety Inspector - Experience in Beacon, Amherst, Bethlehem, Fishkill, NY; Darien, CT
Amy McLean, RLA, ISA, LEED GA Master Planning & Public Engagement	BS, Ornamental Horticulture & Environmental Design Master of Landscape Architecture	9+ years of experience RLA; Arborist, LEED Green Associate - Experience in Kingston, Niskayuna, NY; Simsbury, CT; Dover, VT
Douglas Gerber, RLA Master Planning & Public Engagement	Bachelor of Landscape Architecture MS, Community Design & Dev.	20+ years of experience RLA - Experience in Amherst, Dewitt, Montezuma, and Syracuse, NY

STATEMENT OF QUALIFICATION

Name / Role	Academic Experience	Professional Experience
GreenPlay, LLC (WBE)		
Tom Diehl, MS, CPRP Master Planning (programming analysis, cost recovery)	Bachelor of Science Master of Science	35+ years of experience - Certified Parks & Recreation Professional - Experience in Albany, Amherst, Lynbrook, NY; Barrington, NH; Colchester, VT
Becky Dunlap, CPRP Master Planning & Public Engagement	BS in Forest Resources, Natural Resource Recreation, and Tourism	8+ years of experience - Certified Parks & Recreation Professional - Experience in Lynbrook, NY; Coconino County and Florence, AZ; Stonecrest, GA; Brush, CO
RRC Associates		
Michael Simone Statistically Valid Survey	BS, Geography MS, Geography	30+ years of experience - Experience in Amherst, Bethlehem, NY; Darien, Simsbury CT; Asheville, NC; Denver, CO
Jake Jorgenson, PhD Statistically Valid Survey	BS, Recreation & Tourism MS, Recreation Management PhD, Forestry/Conservation	5 years of experience - Experience in Amherst, NY; Darien, CT; Arlington, IL; Bismarck, ND

Weston & Sampson's team includes highly qualified professionals, as well as technical and support specialists, who have successfully worked on similar projects in New York and throughout the Northeast over the past several years. Our team organization chart details the lines of communication among all our team members, as well as roles/responsibilities.



PARKS & RECREATION MASTER PLAN

town of bethlehem, new york



Weston & Sampson prepared a comprehensive Parks and Recreation Master Plan for the Town of Bethlehem. The master plan provides guidance for future development, as well as redevelopment for all parks, recreation programs, waterfronts, trails, and facilities. The parks master plan is designed to guide policy development and the delivery of town services, prioritize demand and opportunities, and generate a strategic action plan.

Weston & Sampson analyzed all of the town parks, engaging stakeholders through various public meetings, developing and prioritizing recommendations, and identifying an implementation strategy. As part of the comprehensive master plan, Weston & Sampson developed individual development and improvement plans for various parks, including Elm Avenue Park, Bethlehem's primary and largest park and recreation complex.

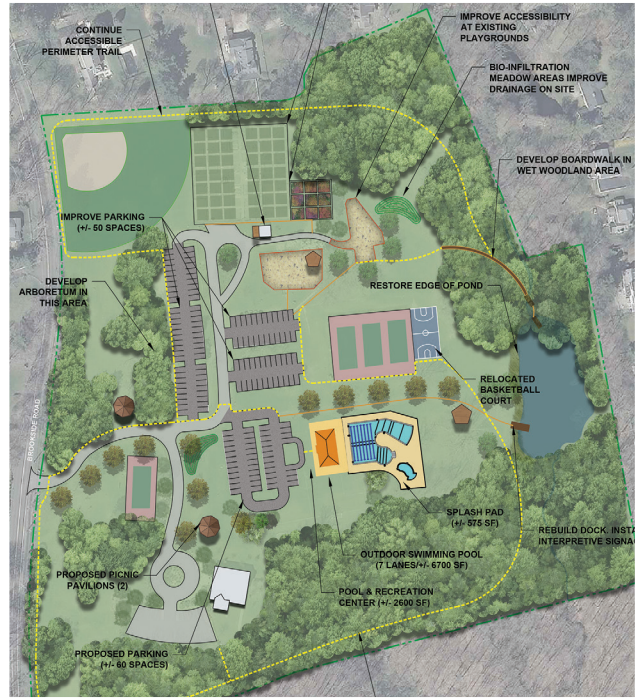
As part of the master plan development, Weston & Sampson completed an aquatics facility assessment of the pool facility at Elm Avenue Park that consists of a main "Olympic" pool, diving well, L-shaped pool, and a spray deck. The master plan provided recommended improvements to the aquatic facilities to improve safety, efficiency, and ongoing maintenance issues.

client contact

Jason Gallo
Administrator
Bethlehem Parks & Recreation
Department
518-439-4955
jgallo@townofbethlehem.org

PARKS & RECREATION MASTER PLAN

town of darien, connecticut



Weston & Sampson prepared a comprehensive Parks and Recreation Master Plan for the Town of Darien. The master plan provides guidance for future development, and redevelopment for all parks, programs, waterfronts, trails, and recreation facilities. The parks master plan is designed to guide policy development and delivery of town services, prioritize demand and opportunities, and generate a strategic action plan.

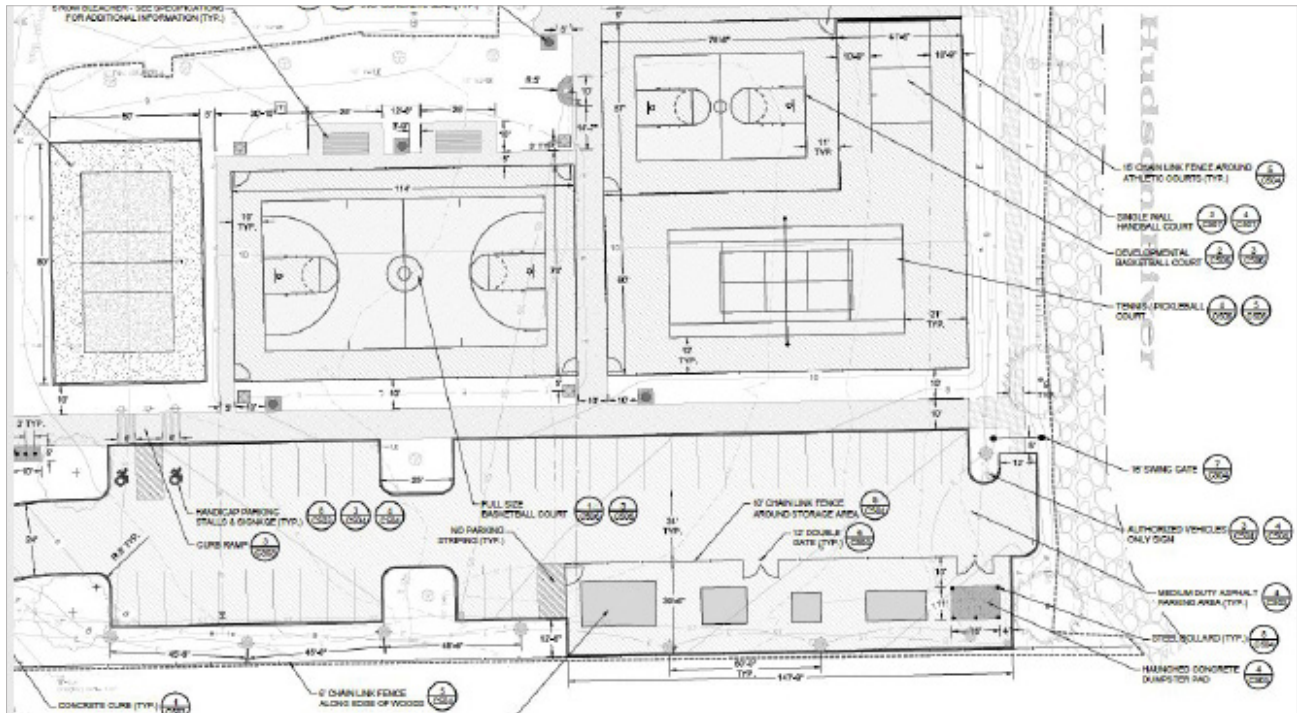
Weston & Sampson analyzed all of the town parks, engaged stakeholders through various public meetings, developed and prioritized recommendations, and identified implementation strategies. As part of the master planning process, the Weston & Sampson team is assessing potential locations for an aquatics facility and the subsequent aquatics feasibility study. Additional facility enhancements include the expansion of accessible trail systems, a dog park, expanded community gardens, and enhancing access to coastal resources.

client contact

Pamela Gery
Director of Parks & Recreation
Darien, Connecticut
203-656-7381
pgery@darienct.gov

BEACON RIVERFRONT PARK IMPROVEMENTS

city of beacon, new york



Weston & Sampson is currently working with the City of Beacon on improvements to Pete & Toshi Seeger Riverfront Park. The park sits on the shore of the Hudson River and contains a mix of amenities for active and passive recreation activities, including walking paths, basketball courts, sand volleyball courts, and a playground. The paved walking paths and basketball courts have experienced significant settling and heaving issues over time, and the storage area is not adequate to support the various activities and clubs that utilize the park.

Working with the Parks & Recreation Department, our team developed several concept plans for the city to review and use to determine a final concept for development into construction documents. The preferred concept includes construction of a new regulation-size sand volleyball court, new full-size and development basketball courts, a new tennis/pickleball court, and a new handball court. The project also includes expansion of the existing parking lot, relocation and expansion of the storage buildings, new parking lot and athletic court lighting, and utility improvements. Future phases will include a park building, paver plaza, splash pad, and playground improvements.

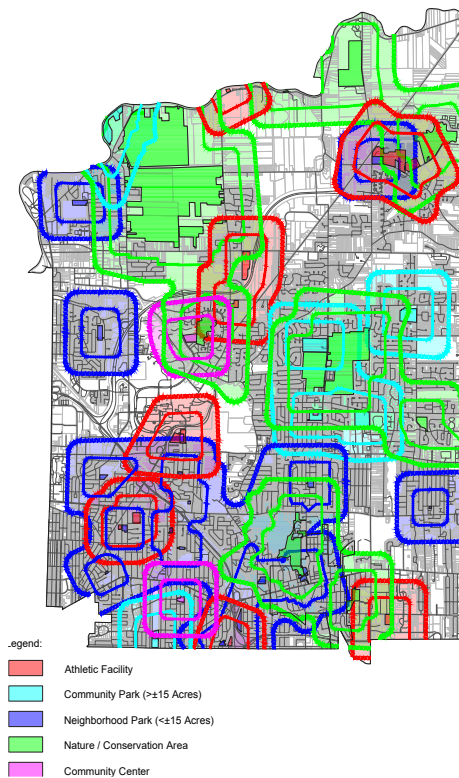
Weston & Sampson is currently developing construction documents and a Stormwater Pollution Prevention Plan (SWPP) for the first phase of this project.

client contact

Mark Price
City of Beacon Recreation
Department
Beacon, New York
845-765-8440
mprice@cityofbeacon.org

AMHERST PARKS & RECREATION MASTER PLAN

town of amherst, new york



Weston & Sampson partnered with GreenPlay, LLC to produce a comprehensive parks and recreation master plan for the Town of Amherst, New York. Our team **determined critical success factors for the development of the master plan**, after which Weston & Sampson assisted with citizen and stakeholder engagement to gather input on facility use and the need for future parks and amenities.

Our team performed an extensive inventory and level of service analysis to record deficiencies and substandard elements of each park, as well as positive attributes and desirable amenities. We developed system-wide resource maps to identify gaps and to develop recommendations for improvements, as well as a set of recommendations with strategies, priorities, and the identification of budget support to address needs regarding land acquisition and the development of parks and recreation facilities.

Additional services included:

- an evaluation of community access to parks, facilities, and services
- recommendations for future parkland acquisition and development
- the development of a rating system to prioritize needs
- capital cost estimates for proposed land acquisitions, park development, and facility rehabilitation programs and projects

- site inventory
- site analysis
- public surveys
- community engagement
- master planning

client contact

Mary-Diana Pouli
Executive Director
Youth & Recreation
716-631-7132 x7532
MPouli@amherst.ny.us

PARKS & OPEN SPACE MASTER PLAN

town of simsbury, connecticut



Weston & Sampson is working with the Town of Simsbury to develop a comprehensive town-wide Parks and Open Space Master Plan that will identify current and possible future programming and facility improvements while preserving ecologically important areas to reduce the impact of sprawl in the region. The town has over 530 acres of parks, 2,400 acres of open space, and 40 athletic fields. Team members are creating a plan that addresses both parks and open space needs to meet the changing needs of the community over the next 20 years.

We are identifying recreational needs, maintenance capabilities, and long-term demographic trends for the parks/athletic fields to better serve the community. For the open space component, we are working to understand the quality of existing open spaces, critical habitats, and how the future acquisition of open space can protect and enhance diversity in the region.

We are in the process of analyzing important parks, open space, and recreational facilities across the community to develop a matrix of prioritized recommendations and implementation strategies. Our sports and recreation team is reviewing potential locations for additional community amenities such as a pump track, splash park, and skate park. In addition, our team is coordinating and conducting numerous stakeholder, focus group, and pop-up events, as well as open public meetings to facilitate community involvement in the planning process.

Our climate resilience team is conducting a field assessment and desktop review to understand how species move and breed across large land areas; these efforts include overlaying existing open space maps with Farmington River Biodiversity and Eastern Wildway corridor mapping. In another layer of analysis, Weston & Sampson is examining existing zoning and development patterns across the entire town. We are coordinating a landscape-scale mapping effort to develop a plan for the acquisition of future open spaces to facilitate wildlife passage and foster climate resilience. Wherever the diversity mapping intersects with public or privately-owned open space, the area is delineated for review for future protections. Our goal is to help Simsbury become a leader in local and regional open space preservation.

- site analysis
- needs assessment
- landscape-scale open space planning
- climate resilience
- urban heat island
- invasive vegetation removal
- public engagement

client contact

Tom Tyburski, CPRP
Director
Culture, Parks & Recreation Department
ttyburski@simsbury-ct.gov
860-658-3836

BEACON CITY SCHOOL DISTRICT FACILITY IMPROVEMENTS

city of beacon, new york



As part of the Beacon City School District's facilities improvement project, Weston & Sampson provided engineering design and coordination, landscape architecture, and athletic facility design services for a new athletic complex at Beacon High School.

Our services include:

- Pre-referendum services - planning
- SEQR and environmental permitting
- Design, bidding, and construction administration

Key features of the new facilities include:

- Multi-purpose synthetic turf field to accommodate football, lacrosse, and soccer sporting events.
- Bleacher system with press box
- Sports lighting
- Improved site drainage for all fields of play

- multi-use synthetic fields and reconstructed natural turf fields
- bleachers with press box
- stormwater management
- design & bidding and construction administration

client contact

Anthony D'Amato
Director of Facilities III
Beacon City School District
845-838-6900, ext. 2014
damato.a@beaconk12.org

town of canton, connecticut



Weston & Sampson prepared a comprehensive Parks and Recreation Master Plan for the Town of Canton. The master plan provides guidance for future development and redevelopment of all parks, programs, trails, and recreation facilities. The parks master plan is designed to guide policy and delivery of town services, prioritize demand and opportunities, and generate a strategic action plan.

Weston & Sampson analyzed all of the town parks, engaging stakeholders through public meetings and an online survey distributed via Canton's Parks and Recreation department. The plan will develop and prioritize recommendations and implementation strategies. As part of the master planning process, the Weston & Sampson team assessed potential locations for river access, multi-use trail connections, methods to improve existing park amenities, and possible locations for a fit trail.

client contact

Courtney Hewett, CPRP, CPO
Director of Parks & Recreation
Canton, Connecticut
860-693-5808
chewett@townofcantonct.org

HUDSON RIVER TRAIL MASTER PLAN

city of beacon, new york



Weston & Sampson worked with the City of Beacon, New York to develop a Master Plan for the Hudson River Trail from the Beacon Train Station to the Town of Fishkill. The Hudson River Greenway Trail System is a state-wide, comprehensive trail that aims to ultimately connect Saratoga County to Manhattan.

This segment of the trail is proposed to be located adjacent to an active Metropolitan Transportation Authority (MTA) railroad corridor, which runs parallel to the Hudson River. The design team was responsible for the initial mapping and trail layout for this project, including developing options that address the trail's close proximity to the rail line. Working closely with the city and project stakeholders, Weston & Sampson developed a cohesive master plan. As part of the trail layout/planning process, we considered:

- level of use
- active and passive users
- safety and liability concerns
- connecting nearby destinations
- environmental impacts
- cost implications
- impacts to public rights-of-way and private property
- quality of the user experience

Weston & Sampson recently began preliminary designs for the construction of the trail. Services will include design of the trail through the woodland corridor, pedestrian/bicycle bridge crossings over existing streams, and a trailhead at the Beacon Metro North Rail Station.

client contact

Mark Price
City of Beacon Recreation Director
Beacon, New York
845-765-8440
mprice@cityofbeacon.org

Representative Project Summaries

SARATOGA SPRINGS, NEW YORK COMPREHENSIVE RECREATION MASTER PLAN

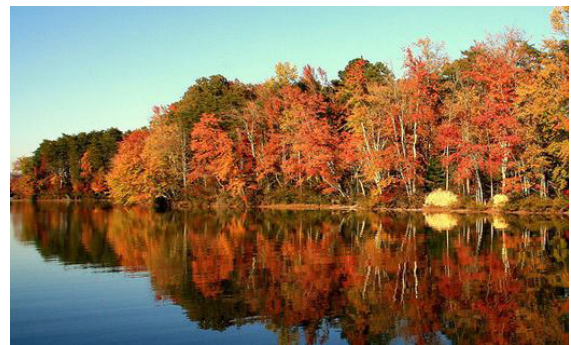
Completed 2019

Reference:

John Hirliman, Administrative Director
15 Vanderbilt Ave
Saratoga Springs, NY 12866
518.587.3550 | john.hirliman@saratoga-springs.org

Project: GreenPlay worked with the City of Saratoga Springs to develop a comprehensive Recreation Master Plan that assessed its parks, recreation programs, waterfront, trails, and facilities. Saratoga Springs offers amenities that serve as a draw for visitors, including the Saratoga Race Track and Saratoga Spa State Park, which houses mineral springs. The City's recreational opportunities include approximately 116 acres of owned property, 28 acres of leased property, and approximately 2,002 acres of state owned land. The system includes one recreation center, two ice rinks, one meeting hall and a waterfront park. Programming opportunities for residents include sports for all ages such as volleyball, pickleball, basketball, and soccer; fitness and wellness classes; ice skating and hockey; waterfront activities including boat launches and picnicking; and more.

This Recreation Master Plan provided the City with a strategy for future parks, recreation programs, trails, and facilities. The outcome of this project was set of prioritized recommendations, an inventory and analysis of the parks and recreation system, strategies for energy efficiency and environmental sustainability, identification of alternative funding sources and opportunities for collaboration, and a needs assessment that supports a strategic action plan. The project included a thorough community engagement process, inventory and level of service analysis, environmental analysis, development of recommendations, and development of an action and implementation plan. *Team members includes the LA Group and RRC Associates.*



Representative Project Summaries

GROTON, CONNECTICUT COMMUNITY RECREATIONAL NEEDS ASSESSMENT, FEASIBILITY STUDY, AND ENGINEERING ANALYSIS

Reference:

Mark Berry, Director of Parks and Recreation
29 Spicer Ave.
Noank, CT 06340
(860) 836-5680 | Mberry@groton-ct.gov

Project: GreenPlay worked with the Town of Groton to develop a Community Recreational Needs Assessment, Feasibility Study, and Engineering Analysis for the Pratt Building. This building is a 40,000 SF recreational facility, and this study focused on options for potential renovation of the facility to best meet the needs of the community. Our team completed an assessment of the facility, community and stakeholder engagement, a market analysis, an operational pro forma, programming assessment, and a conceptual plan for the facility. *Team members included Pirie Associates, DTC, and RRC Associates.*



BACKGROUND

2018-Present
Regional Manager
Weston & Sampson

2015-2018
Team Leader
Weston & Sampson

2014-2015
Senior Landscape Architect
Weston & Sampson

2009-2014
Senior Landscape Architect/
Practice Leader
Toole Design Group, LLC

2009
Senior Landscape Architect
Wetland Studies and Solutions, Inc.

2004-2008
Landscape Architect/
Environmental Analyst
Kimley-Horn

EDUCATION

2006
Master of Landscape Architecture
State University of New York:
College of Environmental Science
& Forestry

2003
Bachelor of Science
Construction Management
Roger Williams University

PROFESSIONAL REGISTRATION

Registered Landscape Architect
North Carolina No. 2214
Connecticut No. 1328
Delaware No. 459
Maryland No. 3531
Massachusetts No. 4004
Missouri No. 201400212
New Jersey No. 21AS00128000
New York No. 2443
Pennsylvania No. LA002394
South Carolina No. LSA 1215
Vermont No. 0101807
Virginia No. 1368
Washington No. 1337
Wisconsin No. 654-14

Dan is a Registered Landscape Architect with more than 15 years of multidisciplinary experience in all phases of landscape architecture design and environmental planning projects. His background includes leading multidisciplinary teams on master planning, mixed-use and commercial site design, parks and recreational facilities, multi-use trails, campus improvements, and multi-modal transportation projects. Dan is also a Certified Arborist, Certified Ecological Restoration Practitioner, and Irrigation Designer.



SPECIFIC PROJECT EXPERIENCE

Hudson River Trail – Beacon Section, Beacon, New York. Currently leading a multi-disciplinary team for the planning and design of the Hudson River Trail in the City of Beacon. The rail-with-trail extends from the City of Beacon Metro-North Station along the existing rail corridor, under the Newburgh Beacon Bridge to the Town of Fishkill. The multi-use path will include viewing areas, overlooks, connections to the nearby trail network, and a boardwalk system.

Parks and Recreation Master Plan, Bethlehem, New York. Project manager for the development of a Parks & Recreation Master Plan for the town. Responsible for leading a team of planners and designers in assessing existing parks, preparing recommendations, developing an implementation strategy, and preparing cost estimates, as well as developing a concept plan for the redevelopment of Elm Avenue Park. Also responsible for facilitating the public outreach and stakeholder engagement process. The plan provided guidance for future development, and redevelopment for all parks, recreation programs, waterfronts, trails and facilities within the town park system. The project included analyzing data and statistics gathered from each park, engaging stakeholders, holding public meetings, developing illustrative and informational mapping, and developing an implementation strategy.

Parks and Recreation Master Plan, Amherst, New York. Project manager for the development of a Parks & Recreation Master Plan for the town. Developed concept plans after a thorough in-person field assessment of each park and produced recommendations, implementation strategies, and estimated costs for select parks. Gathered data and statistics from each park and presented the information to the public to obtain feedback and guide recommendations. Facilitated public outreach and stakeholder engagement throughout the project. The plan provided guidance for the development and redevelopment of all town parks and recreation programs.

Simsbury Parks & Open Space Master Plan, Simsbury, Connecticut. Project manager responsible for the development of a Parks & Open Space Master Plan for the town. Conducted extensive field investigations of town owned parks and open spaces to develop recommendations for improvements to facilities and the restoration of degraded natural systems. Developed mapping and recommendations to guide future acquisition of open space to facilitate wildlife passage and to preserve intact landscape corridors.

CERTIFICATIONS

Certified Irrigation Designer,
Irrigation Association

Certified Arborist, International
Society of Arboriculture

Certified Ecological
Restoration Practitioner
Society of Ecological Restoration

PROFESSIONAL AFFILIATIONS

American Society of Landscape
Architects

Council of Landscape Architectural
Review Boards

International Society of Arboriculture

Society for College and University
Planning

Society of Outdoor Recreation
Professionals

Parks and Recreation Master Plan, Darien, Connecticut. Leading the development of a strategic parks and recreation master plan for the town. The comprehensive master plan will identify areas within the town for growth of parks facilities and determine goals and implementation strategies for growth and redevelopment.

Parks and Recreation Master Plan, Canton, Connecticut. Project manager responsible for leading the development of a parks and recreation master plan aimed at the following goals: assess existing parks, facilities, and fields to address the feasibility of developing/improving recreational activities and amenities. The master plan will address the goals of the town to expand upon existing recreation facilities and enable the growth of park and recreation programs.

North Colonie Campus Athletic Master Plan, Colonie, New York. Senior Landscape Architect for the master planning of the North Colonie Central School District Junior High and High School Athletic Fields. Led a team of planners and designers to assess existing fields, develop an existing and future use matrix, and develop a fields master plan for all athletic teams for both schools.

Trails and Recreation Master Plan, Dover, Vermont. Principal-in-charge of the development of a comprehensive trails and recreation master plan for the town, including an existing conditions inventory/analysis and needs assessment of Dover's trails and recreational facilities and a comprehensive stakeholder and community engagement program. The resulting master plan will provide a systematic approach for the development of the town's trails, to ensure multi-modal access to the core of the community and trail types designed to meet the needs of a wide range recreational users.

Weed Beach Master Plan, Darien, Connecticut. Leading the master planning and site design for the expansion of Weed Beach Park. Located along the Long Island Sound, the master plan includes modifications to the existing park space, as well as expansion into a recently acquired parcel adjacent to the park. Conducted public outreach meetings to determine the needs and desires of town residents. Considerations for the expansion area include an aquatic facility, picnic areas, boat storage and launch areas, wetland restoration, environmental education trails, and improved waterfront/beach facilities. The park's high-profile status and proximity to neighboring homes allowed the design team to work closely with both the town and the neighboring citizens to ensure the expansion would meet the needs and desires of the residents.

Portland Town Park, Portland, Connecticut. Landscape architect for master planning and site design for the development of a multi-field athletic complex and park facility for the Town of Portland. As Portland's premier park space, the complex will include a splash pad, synthetic turf field, a natural soccer field, two baseball fields, basketball courts, a playground, and over one-half mile multi-use trail network throughout the complex.

Butterfield Park, Orange, Massachusetts. Managed the master planning and site design of the reconstruction of Butterfield Park in the town. Plans for Orange's central park complex are to reconfigure and create a cohesive park space with a semi-professional baseball field, multiple little league practice fields, a natural outdoor play space, tennis courts, outdoor art, a memorial area, a tree grove, and a venue for seasonal concerts and events.

BACKGROUND

2020-Present
Senior Project Landscape Architect
Weston & Sampson

2019-2020
Project Landscape Architect
Weston & Sampson

2018-2019
Landscape Architect II
Weston & Sampson

2014-2018
Landscape Designer
Weston & Sampson

2013-2014
Sales Representative & Designer
Kulak's Nursery & Landscaping

2012-2013
Sales Representative & Designer
Russell's Tree & Shrub Farm, LLC

EDUCATION

2013
Bachelor of Science
Landscape Architecture
Cornell University

PROFESSIONAL REGISTRATION

Registered Landscape Architect:
New York No. 002771

CERTIFICATIONS

OSHA 10-hour Construction Safety
Training

Certified Playground Safety
Inspector, No. 34508-519

Jack is a Senior Landscape Architect based in our Albany office. His background includes landscape and site design services for a variety of municipal, park/trail, and higher education projects. His experience includes site layout and grading, planting design, plaza and public space design, and digital rendering and modeling. Jack is also a Certified Playground Safety Inspector.



SPECIFIC PROJECT EXPERIENCE

Hudson River Trail, Beacon and Fishkill, New York.

Prepared planning and design documents for the Hudson River Trail, a rail-with-trail that extends from the City of Beacon Metro-North Station along the existing rail corridor, under the Newburgh Beacon Bridge, and on to West Fishkill. The multi-use path will include viewing areas, overlooks, and connections to the nearby trail network.

Weed Beach Park Master Plan, Darien, Connecticut. Site designer for the development of a park expansion master plan for Weed Beach Park in Darien, along the Long Island Sound. Conducted an analysis of the existing conditions and developed several concepts for potential programming in the new area of the park. Created digital models to illustrate potential impacts and concept renderings for public meetings to gain community input regarding park improvements. Used community input to develop a final conceptual plan for use by the town during the construction and final design phases.

Town of Amherst Parks & Recreation Master Plan, Amherst, New York. Site designer for the development of a town-wide recreation master plan. Conducted an analysis of over 40 existing parks and recreation facilities within the town, including an inventory of existing park features and recommendations for future improvements.

Parks and Recreation Master Plan, Bethlehem, New York. Site designer for the development of a Parks & Recreation Master Plan for the town. The plan provided guidance for future development, and redevelopment for all parks, recreation programs, waterfronts, trails and facilities within the town park system. The project included analyzing data and statistics gathered from each park, engaging stakeholders, holding public meetings, developing illustrative and informational mapping, and developing an implementation strategy.

Parks and Recreation Master Plan, Darien, Connecticut. Site designer for site analysis and preparation of planning documents for the Parks and Recreation Master Plan. Considerations included a proposed aquatic facility, picnic areas, athletic facility upgrades, wetland restoration, environmental education trails, and improved waterfront/beach facilities. Worked closely with the town and residents to ensure the master plan guidelines would meet their needs and desires. Developed a comprehensive report detailing existing conditions, community input, trends analysis, recommendations and a subsequent action plan.

Hudson Central School District Site Improvements, Hudson, New York. Provided site design services for parking improvements at two schools in the Hudson Central School District. Design elements included reconfiguring layouts of existing parking lots, possible parking lot additions, site grading, and feasibility of developing a drop-off loop on a steeply sloped area of an elementary school site.

Critical Pedestrian Connections, Niskayuna, New York. Project Landscape Architect for the improve walking and biking accommodations at various locations along the Mohawk Hudson Bike Hike Trail (MHBHT) and Nott Street to enhance community access to the multi-use trail and create safer access to businesses along Nott Street. Responsible for a range of pedestrian improvements and coordination of survey, traffic engineering, design documents/specifications, and cost estimates.

Maple Road Passive Park Concept, New Scotland, New York. Developed a conceptual park design for a passive park located along Maple Road in New Scotland. The site currently houses a large historic free-standing barn, and is comprised of wetlands and lightly forested areas. The proposed concept included a series of low-impact walking trails and wetland boardwalks, the development of an outdoor plaza and performance space around the existing barn, a new parking area, and pedestrian and cyclist access to the adjacent Albany County Rail Trail.

Town of Halfmoon Dog Park, Halfmoon, New York. Site designer for improvements to the Town of Halfmoon Dog Park. Improvements include the creation of landscape berms to screen views of the park from a nearby gazebo and adjacent roadways.

Arbor Hill Park Softball Diamond, Albany, New York. Provided site design services for the redevelopment of the softball diamond at Arbor Hill Park. Project included new softball infield mix and outfield turf, a new irrigation system, refurbishing existing wood and concrete bleachers, asphalt walkway improvements, and a new concession building with restrooms and storage space.

Lincoln Square Basketball Court Improvement, Albany, New York. Project manager for the design and construction of new basketball courts at Lincoln Square and upgrading the playground facilities, as well as a range of other improvements such as athletic lighting, sidewalks/pathways, park amenities, stormwater treatment facilities, a shade pavilion, and installation of a Rectangular Rapid Flash Beacon to promote safer bicycle/pedestrian access to the park.

North Colonie Central School District Capital Improvements, Colonie, New York. Provided site design services for improvements to several schools within the North Colonie Central School District. Improvements include new natural and artificial athletic fields and courts, parking areas, sidewalks, and landscaping.

BACKGROUND

2021-Present
Senior Project Manager
Weston & Sampson

2013-2021
Senior Landscape Architect
Environmental Design & Research,
Landscape Architecture,
Engineering & Environmental
Services, DPC

2011-2013
Landscape Architect/Project
Manager
Environmental Design & Research,
Landscape Architecture,
Engineering & Environmental
Services, DPC

1999-2011
Landscape Designer/Project
Manager
Environmental Design & Research,
Landscape Architecture,
Engineering & Environmental
Services, DPC

1998 and 1999
Office Assistant
Environmental Design & Research,
Landscape Architecture,
Engineering & Environmental
Services, DPC

2010-2011
Visiting Instructor
State University of New York
College of Environmental Science
& Forestry

EDUCATION

1999
Master of Science, Specialty in
Community Design & Development,
State University of New York,
College of Environmental Science
& Forestry

1999
Bachelor of Landscape
Architecture
State University of New York,
College of Environmental Science
& Forestry

**PROFESSIONAL
REGISTRATION**

Registered Landscape Architect
New York No. 002299

Doug is a Senior Project Manager in our Albany, New York office. A Registered Landscape Architect, he has more than 20 years of experience in site design, conceptual master planning, presentation graphics, and construction documentation and observation. Doug's project experience includes municipal, educational, commercial, and residential design and development.

**SPECIFIC PROJECT EXPERIENCE**

Heritage Park Project Master Plan, Montezuma, New York. Managed the project, provided master planning design services, and prepared studies for this new town park along the former Erie Canal. Early design phases included collaborating with the SUNY College of Environmental Sciences & Forestry Center for Community Design & Research. Heritage Park is a significant cultural and natural resource for the Montezuma community, and this project was an opportunity to strengthen community involvement, ensure implementation, and highlight community assets. The firm was later responsible for performing site inventory/analysis, developing project goals and program options, developing alternative conceptual approaches, preparing a conceptual plan, and preparing schematic design with cost estimates for a preferred first phase project area. Priority components included highlighting/interpreting natural/historic features, continuity to the Seneca River, including dockage and connection to the Hamlet of Montezuma. (with former employer)

Muir Woods Master Plan, Amherst, New York. Provided conceptual designs, illustrative renderings, and site earthwork grading for proposed mixed-use development. The firm provided master planning, environmental impact analysis, state/federal permitting, and wetland mitigation design for the 330-acre parcel. Project objectives included making existing wetlands and mitigation wetlands as a focal point of the site which incorporates 1.8 million square feet of residential, commercial, and retail development in a "live, work, and play" environment. Site amenities include an enhanced 32-acre lake, pedestrian trail system, and passive recreational opportunities. The wetland mitigation and enhancement design calls for the creation of nearly 40 acres of wetlands. (with former employer)

Weighlock Park Master Plan, Dewitt, New York. Assisted in the design, development, and preparation of alternative planning related studies, coordination with public and agency approvals, and preparation of a final conceptual master plan. (with former employer)

Canalways Trail Extension Master Plan, Syracuse, New York. Provided preliminary trail extension design with the consultant team for the development of a multi-modal pedestrian and bike-way trail to complete the loop around Onondaga Lake. The trail required a bridge to span the CSX railroad from the Onondaga Lake Trail to Hiawatha Boulevard in the City of Syracuse. The firm served as a subconsultant to CHA Consulting, Inc. (with former employer)

PROFESSIONAL
AFFILIATIONS

American Society of Landscape
Architects

Local Waterfront Revitalization Program Master Plan (LWRP), Alexandria Bay, New York. Assisted in the planning process, prepared illustrative design studies, and provided a master plan for the Alexandria Bay Local Waterfront Revitalization Program. (with former employer)

Syracuse Inner Harbor District Creekwalk and Phase 1 Redevelopment Project, Syracuse, New York. Provided planning and design of the original Creekwalk extension for the Syracuse Lakefront Development Corporation and, as a subconsultant, developed the master plan, designs, and construction documentation for the Phase 1 redevelopment of the Syracuse Inner Harbor District. (with former employer)

Main Academic Quad Master Planning Study at SUNY State University at Oswego, New York. Led a master planning and concept design study with reports and graphics with the consultant team. The design concept integrated flowing interconnectivity from westerly residence hall complex, past Hewitt Hall, to Marano Campus Center/Richard S. Shineman Center. Working with campus staff, a developed a quad program to enhance wayfinding, provide gateways, develop gathering areas, and establish outdoor classrooms to promote daily student interactions. Design focus relied upon maintaining existing mature shade trees and recognizing campus life activities like the Torchlight Ceremony, student orientation break out spaces, and the Campus Free Speech Zone. Sustainable considerations include a reduction in walk and plaza pavements, no-mow area discussions, open lawn areas with gently graded berms, native and adapted plant species, and fire access accommodations. The firm served as a subconsultant to CannonDesign. (with former employer)

Brownfield Opportunity Area Program, Auburn, New York. Proposed to serve as lead designer, as sub-consultant to others, assisting in community outreach activities and preparing land use redevelopment master plan graphics for the draft and final nomination report associated with redevelopment of urban brownfield sites within a mixed-use setting that satisfy the priorities of the Auburn Downtown/Owasco River Corridor Step 2 BOA. (with former employer)

Owasco Riverfront Park (Market Street Park), Auburn, New York. Managed, designed, and coordinated the preparation of preliminary conceptual design options, design development documents, public/agency approvals, and construction documentation, and estimating. Park improvements include visual access to the Owasco River with a colorful blue handrail, promenade, seating, lighting, ADA compliant access, and maintaining large existing ornamental and shade trees. The firm assisted the municipality in identifying the division of site work for the Auburn DPW, and a contractor selected during the public bidding process. (with former employer)

Landscape Architecture Term Services, Parks and Recreation, Binghamton, New York. Responsible for leading multiple design directives as part of a landscape architectural services term contract. The firm was tasked with providing site planning services on an as-needed basis. Assigned work included the Washington Street Metrocenter Plaza, Recreation Park Tennis, The Discovery Center, MacArthur Park, West End Park, and the Veterans Memorial in Southside Park. (with former employer)

BACKGROUND

2020-Present
Landscape Architect II
Weston & Sampson

2019-2020
Landscape Architect
C.T. Male Associates

2018
Adjunct Professor
Delaware Valley University

2014-2019
Landscape Architect I
Langan Engineering &
Environmental Services

2012-2014
Ecological Designer
NAM Planning & Design

2011
Research Fellow
Rust 2 Green

EDUCATION

2012
Master of Landscape Architecture
Cornell University

2006
Bachelor of Science
Ornamental Horticulture &
Environmental Design
Delaware Valley University

PROFESSIONAL REGISTRATIONS

Registered Landscape Architect:
New York No. 002825
Pennsylvania No. LA003290

CERTIFICATIONS

ISA Certified Arborist
LEED® Green Associate
Certificate of Ecological Design
OSHA 10-Hour certification

PROFESSIONAL AFFILIATIONS

American Society of Landscape
Architects
New York State Arborists Chapter

Amy is a landscape architect and arborist whose background includes ecological and site design services for a variety of private and municipal projects. A LEED® Green Associate, Amy has experience in green infrastructure design, parking lot & pedestrian circulation facilities, athletic complexes, streetscapes, and site redevelopment. She is proficient in the Adobe Creative Suite, SketchUp, and AutoCAD software.



SPECIFIC PROJECT EXPERIENCE

Simsbury Parks & Open Space Master Plan, Simsbury, Connecticut. Landscape architect for the development of a Parks & Open Space Master Plan for the town. Project efforts included extensive field investigations of town-owned parks and open spaces to develop recommendations for improvements to facilities and the restoration of degraded natural systems. Helped develop mapping and recommendations to guide future acquisition of open space to facilitate wildlife passage and to preserve intact landscape corridors.

Chrin Master Planning, Palmer and Tatamy Townships, Pennsylvania. Created master planning and marketing materials to support development in the Lehigh Valley area due to a recently completed interchange on Route 33. Laid out conceptual retail, office, hotel, and industrial lots, encompassing nearly 800 acres near the interchange. Also served as site designer of permitting documents for multiple warehouse developments in this complex. (with former employer)

Curtis Arboretum Conservation and Landscape Management Plan, Cheltenham Township, Pennsylvania. Performed inventory and analysis of the 70-acre site to understand significant cultural, ecological, and built features to guide in the development of the plan. Assisted with the identification and evaluation of trees, including significant trees likely to have been planted by the Olmsted Brothers. (with former employer)

Aqueduct Park, Niskayuna, New York. Performed initial site analysis and conceptual drawings to enhance a 10-acre linear waterfront park and connect to an adjacent residential development and Mohawk-Hudson Bike-Hike Trail. Programming included a trailhead, overlook, picnic areas, and an expanded parking lot.

Levingston Cove, Newton, Massachusetts. Researched and developed a planting plan for the enhancement of a small neighborhood park. Planting palette included native plants for a rain garden, bank restoration, and aquatic area.

Parkview Park, Cheltenham Township, Pennsylvania. Landscape designer for a riparian restoration planting plan at a linear park as part of a PADEP Growing Greener Grant. Coordinated site preparation and plant orders for installation. Helped lead volunteer planting with the Cheltenham Environmental Advisory Council and Tookany/Tacony-Frankford Watershed Partnership. (with former employer)

Albany Hudson River Shoreline Stabilization, Albany, New York. Landscape architect for the development of a shoreline stabilization study to serve as a guiding document for the restoration of 4.7 miles shoreline along the Hudson River.

Trails and Recreation Master Plan, Dover, Vermont. Landscape architect for the development of a comprehensive trails and recreation master plan for the town. Conducted an existing conditions inventory/analysis and needs assessment of Dover's trails and recreational facilities. Leading a comprehensive stakeholder and community engagement program to encourage community engagement in the planning process. The resulting master plan will provide a systematic approach for the development of the town's trails, to ensure multi-modal access to the core of the community and trail types designed to meet the needs of a wide range recreational users. Potential recreational facilities include a pump track, an indoor nature/recreational center, a skate park, and gateway trails to US Forest Service Lands.

Development of a Riverbank Vegetation Management Plan, Massachusetts Department of Conservation and Recreation (DCR). Landscape architect responsible for providing vegetation consulting services for development of a Riverbank Vegetation Management Plan for the Charles River Basin within the municipalities of Boston, Cambridge, Newton, and Watertown.

Rondout Riverport Shoreline Restoration and Public Access, Kingston, New York. Landscape architect for the restoration and stabilization of the shoreline of the Rondout Historic Waterfront area. Conducted extensive desktop and site analysis to understand existing river edge and adjacent property conditions. Design elements include site-specific living shoreline installations to provide riverine and land-based habitat and flood protection, as well as engineered shore stabilization techniques to protect important infrastructure and historic properties.

Lafayette College – High Street Streetscape, Easton, Pennsylvania. Provided planning, design, and construction documentation services. Project aimed to improve pedestrian safety by removing street parking, incorporating traffic calming measures, improving pedestrian crossing areas, and upgrading sidewalks along the length of High Street from McCartney Street to Anderson Courtyard. (with former employer)

NJSDA Trenton Central High School, Trenton, New Jersey. Prepared construction documents, specifications, and LEED documentation for a new high school at a previously demolished high school. Improvements included site lighting, courtyard and outdoor seating area layout, and the incorporation of salvaged building elements from the old high school. Also responsible for parking lot and sidewalk layout, site grading, and planting design. (with former employer)

Temple University Aramark Student Training & Recreation Center (STAR) Complex, Philadelphia, Pennsylvania. Provided design services for the STAR Complex, situated on a 4-acre site that includes an enclosed 60-yard football practice field, recreational facilities, a neighborhood recreational track, and classroom space for the College of Public Health. Responsible for creating construction documentation for a green stormwater infrastructure system and a landscaped entry plaza. (with former employer)



Tom Diehl, MS, CPRP

PRINCIPAL

EDUCATION

Master of Science, Syracuse University, August 1990

Bachelor of Science, Syracuse University, December 1982

SELECT PROFESSIONAL AFFILIATIONS AND DEVELOPMENT

Long time NIRSA and NRPA member

The Grace E. Harris Leadership Institute VCU Leadership Development - October 2013

NIRSA School of Recreational Sports Management - June 1997

Has been CPR/First Aid/AED certified, Certified Pool Operator, Certified Emergency Shelter Operator

Active Shooter Training

Cemetery Superintendent

AREAS OF EXPERTISE

Master/Strategic Planning & Needs Assessments

Feasibility Studies & Operational Programming

Pricing Philosophy

Organizational Structuring

Alternative Funding & Partnerships

Business Planning

Policy Development

Research Studies

Marketing & Public Relations Strategies

Accessibility Assessments

Transition Plans

Cost-Benefit Analysis

Risk Management Evaluation

WORK EXPERIENCE:

Tom is a Recreation and Athletics Management Professional with 35 years of experience at both public and private institutions. Tom has concentrated on program and facility enhancement, and his expertise includes strategic and master planning, feasibility studies, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management and historical renovations. He has extensive experience with recreation and athletics programming, community relations, and special events management. He has successfully overseen capital projects valued up to \$60 million.

REPRESENTATIVE POSITIONS

- Project Consultant/Manager for GreenPlay with a focus on site operational planning and management, along with integration of stakeholder needs into overall systems success.
- Director and Associate Director of Recreational Sports at Virginia Commonwealth University.
- Assistant Athletic Director for Facilities at Marist College
- Intramural Director, Facility Director, HPE Instructor and Lacrosse Coach at Le Moyne College.
- Played Division I Lacrosse at Syracuse University.
- 13 years of experience coaching at the university level, high school coaching experience and experience coaching almost all sports at various youth levels.

REPRESENTATIVE GREENPLAY PROJECTS

76 projects, 21 states

- 21 Comprehensive Recreation and Open Spaces Strategic Master Plans
- 18 Feasibility Studies
- 8 Conceptual Park Master Plans
- 6 Needs Assessments
- 5 Operation and Maintenance Total Cost of Ownership Analysis
- 4 Sports Tourism/Economic Impact Studies
- 3 Organizational Analysis Studies
- 3 Land Preservation, Parks, and Recreation Plan
- 3 Athletic Fields Studies
- 3 Cost Recovery Studies
- 2 ADA Transition Plans
- Bismarck, ND – Facilities Master Plan and Recreation Center Feasibility Study
- Colchester, VT – Needs Assessment and Master Plan
- College Park, MD – Duvall Field Visioning and Master Plan
- Fairbanks North Star Borough, AK – Parks & Recreation Feasibility Study
- Grover Beach, CA – Senior Center Needs Assessment and Feasibility Study
- Pleasant Valley Recreation & Parks District, CA – Senior & Community Recreation Facilities Needs Assessment
- Post Falls, ID – Parks, Recreation and Open Space Master Plan
- Post Falls, ID – Community Recreation Center and Downtown Feasibility Studies
- Prospect Heights Park District, IL – Comprehensive Master Plan & Feasibility Study
- Redmond Recreation & Parks District, OR – Recreation Center Feasibility Study
- Santee, CA – Parks and Recreation Master Plan Update
- Santee, CA – Site and Economic Analysis for Proposed Community Center
- Sandpoint, ID – Parks, Recreation and Open Space Master Plan
- Vancouver, WA – Maintenance TCO and Alternative Analysis
- Walnut, CA – Walnut Ranch Park Expansion Project
- Waukesha, WI – Needs Assessment for CAPRA accreditation



Becky Dunlap, CPRP

PROJECT CONSULTANT, COMMUNITY ENGAGEMENT MANAGER



EDUCATION & CERTIFICATION

Bachelor of Science of Forest Resources, Natural Resource Recreation and Tourism, University of Georgia, 2013

Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)

SPEAKING ENGAGEMENTS

Georgia Parks and Recreation Association - 2019

Missouri Parks and Recreation Association - 2018

National Recreation and Parks Association – 2017 and 2018

Colorado Parks and Recreation Association 2016

Topics: Technology, Marketing, Productivity, Organizational Efficiencies

PUBLICATIONS

NRPA Marketing and Communications Certificate program, Co-Author, 2018

“Defining an Audience” Parks and Recreation Business, December 2017

Creator and Host of Let’s Talks Parks Podcast., 2017 - Present

OVERVIEW:

Becky Dunlap is a purpose-driven Parks & Recreation professional who is passionate about empowering the next generation of leaders in the field.. Becky has worked in a variety of positions in the public sector, including management of camps, sports, recreation facilities, and parks. Becky is the creator and host of the Lets Talk Parks podcast which shares the stories and advice of parks and recreation professionals. She is currently the Engagement Manager for GreenPlay LLC, providing strategic implementation of technologies and training to further engage communities with their parks and recreation departments. Becky leads our MOE (Mobile Optimized Engagement) technical applications, social media, marketing, branding, trends identification, and demographics analysis.

WORK EXPERIENCE

GreenPlay, LLC (2015 - Present)

- Project Consultant assisting in all planning elements, with a focus on social media, marketing, cultural context, project management and workflow software and innovative community outreach
- Research Assistant conducting nationally-focused and community specific trends and demographics analysis

Public Sector

- Facility Operations Coordinator for the City of Boulder Parks and Recreation Department
- Marketing Assistant/Customer Service Specialist for City of Boulder Parks and Recreation Department
- Recreation Assistant for Athens Clarke County Leisure Services Department

REPRESENTATIVE PROJECT EXPERIENCE

- Alexandria, VA – Cost Recovery and Resource Allocation Study
- Brush, CO – Parks and Recreation Master Plan
- Coconino County, AZ – Parks and Recreation Master Plan
- De Soto, KS – Parks and Recreation Master Plan
- Florence, AZ – Parks and Recreation Master Plan
- Hamilton County, TN – Parks and Recreation Master Plan
- Henderson, NV – Parks and Recreation Master Plan Update
- Hesperia Recreation and Park District, CA – Comprehensive Parks and Recreation Master Plan
- Kirkland, WA – Cost Recovery Policy and Resource Allocation Philosophy
- Lynbrook, NY – Greis Park Master Plan
- Mariners Museum and Park, Norfolk, VA – Needs Assessment
- Northeast Tennessee Regional Economic Partnership – Marketing and Branding Plan
- Phelan Piñon Hills Park and Recreation District, CA – Comprehensive Plan
- Pleasant Valley Recreation & Parks District, CA – Senior & Community Recreation Facilities Needs Assessment
- Prospect Heights Park District, IL – Comprehensive Master Plan
- San Bernardino, CA – Prado Park Master Plan
- San Luis Obispo County, CA – Parks Needs Assessment, Trends Analysis and Cost Recovery Plan
- Stonecrest, GA – Parks and Recreation Master Plan



CONTACT

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Michael A. Simone

Director of Outdoor Research

ABOUT

With a background in statistics and geography, Mike has developed a niche in performing community/citizen surveys in towns and counties throughout the United States, which serve as input to community comprehensive plans. Additionally, Mike has developed a specialty in performing focused studies of parks, recreation, trails, and open space needs assessments, the results of which become incorporated into parks and open space master plans.

Mike has many years of experience with all survey research analytical methods, techniques, and interpretation. Mike is actively involved in a variety of projects as a research analyst to the snowsports and general travel industries, providing timely information to policy-makers on important issues such as priorities for capital improvement decisions, pricing strategies, market-specific targeting, brand and image analysis, and satisfaction tracking of product experience. Mike also has expertise with performing economic impact studies of special events in terms of ROI and generating benefit to local communities.

EDUCATION

Master of Science, Geography, Oklahoma State University, 1987

Bachelor of Science, Geography, Oklahoma State University, 1985

PROFESSIONAL EXPERIENCE

1989 to present Director of Outdoor Research, RRC Associates, Boulder, CO
 Senior Associate, RRC Associates, Boulder, CO

RELEVANT WORK EXPERIENCE

Asheville, NC Parks, Recreation, Trails & Open Space
 Boulder Valley School District, Athletic Needs Assessment, CO
 Bend Parks & Recreation District, OR
 Byers, CO Community Survey
 City of Boulder Parks and Recreation, CO
 City of Brighton Parks and Recreation, CO
 City & County of Broomfield Parks and Recreation, Open Space and Trails, CO
 City & County of Denver Parks and Recreation, CO
 Cedar Rapids, IA Parks, Recreation, Trails and Open Space
 City of Evans Parks and Recreation, CO
 City of Grand Junction Parks & Recreation
 Cripple Creek, CO Parks and Recreation
 City of Norman, OK Community Survey
 Deer Valley Resort, UT
 Desert Recreation District, Indio, CA
 Town of Estes Park, CO
 City of Fort Collins Parks and Recreation, CO
 Fraser Valley Metropolitan Recreation District, CO
 Hayden, CO Parks, Recreation, Trails, Open Space
 Heavenly Resort—Lake Tahoe
 Iowa West Foundation

Incline Village/Crystal Bay Visitors & Convention Bureau, NV
 Lake Tahoe Visitors Authority
 Maryland-National Capital Parks and Planning Commission
 Monte Vista, CO Parks, Recreation, Trails and Open Space
 North Lake Tahoe Resort Association
 Oklahoma City Parks and Recreation, OK
 Park City Mountain Resort, UT
 Prospect Recreation & Park District, CO
 Reno-Sparks Convention and Visitors Authority, NV
 Salida, CO Parks, Recreation, Trails & Open Space
 Sherwood, OR Parks and Recreation
 Ski Utah, Salt Lake City, UT
 Steamboat Ski and Resort Corporation
 Steamboat Springs Chamber Resort Association
 City of Steamboat Springs, CO Parks and Recreation
 City of Tulsa, OK Parks and Recreation
 Town of Carbondale Parks and Recreation, CO
 Town of Superior, CO Community Survey
 Utah Ski & Snowboard Association (Ski Utah)
 Visit Bend, OR
 Vail Resorts, CO

**CONTACT**

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Jake Jorgenson, Ph.D.

Chief Operating Officer

ABOUT

Jake possesses extensive experience in recreation and tourism research, visitor behaviors, and visitor management. His personal philosophy is grounded in providing practical solutions through research using both traditional and innovative methodologies. Since 2020, Jake has served as the lead social scientist for the National Park Service's nationwide socioeconomic research contract. Further, he has extensive experience assessing resident opinions on development of municipal and county parks and recreation plans and visitor monitoring strategies for multiple tourism organizations. He has first-hand knowledge of the challenges and issues faced by land managers, tourism operators, and local communities and the need to make sound decisions. Jake has led a variety of quantitative and qualitative research studies using methodologies ranging from surveys, experimental design, interviews, and secondary analysis.

EDUCATION

Doctor of Philosophy, Forestry and Conservation Sciences: University of Montana, 2016

Master of Science, Recreation Management: University of Montana, 2013

Bachelor of Science, Recreation and Tourism Studies: University of North Dakota, 2010

PROFESSIONAL EXPERIENCE

<i>2021 to present</i>	Chief Operating Officer, RRC Associates, Boulder, CO
<i>2020 to 2021</i>	Lead Analyst, RRC Associates, Boulder, CO
<i>2017 to 2019</i>	Senior Research Analyst, RRC Associates, Boulder, CO
<i>2011 to 2017</i>	Research Assistant / Post-Doctoral Researcher, The Institute for Tourism and Recreation Research, University of Montana, Missoula, MT

RELEVANT WORK EXPERIENCE**Tourism and Recreation Research**

Upper Colorado River, CO
Breckenridge, CO
Denver, CO
Golden, CO
Steamboat Springs, CO
Chattanooga, TN
Gardiner, MT
Whitefish, MT

National Park Service

Zion National Park
Bryce Canyon National Park
Yellowstone National Park
Grand Teton National Park
Acadia National Park
Nationwide Socioeconomic Monitoring Program

Mountain Resorts

Arapahoe Basin Ski Area
Grand Targhee Resort
Whitefish Mountain Resort
National Ski Areas Association

City/County Parks & Recreation Surveys

Amherst, NY
Arlington Heights, IL
Bismarck, ND
Chatham County, GA
County of San Luis Obispo, CA
Darien, CT
Gunnison, CO

PROJECT UNDERSTANDING & APPROACH

The City of Beacon seeks to strategically develop a city-wide Community Facility and Program Report, which will focus on each of the city's parks and recreational facilities and programs. This master plan/report will identify current and possible future programming and facility opportunities at each of the parks and recreational facilities.

The report seeks to include an inventory of the existing recreational facilities and programs, analyze forecasted programming and recreational needs, identify park requirements, and recommend implementation strategies over the next 5, 10, and 20 year horizons.

Project Objectives

1. Develop a Vision: Preparing for the future, while retaining the past.
2. Develop Implementable Goals and Priorities: Focusing efforts on transforming conceptual goals into achievable priorities.
3. Develop an Implementation Strategy for Park Facilities and Operations
4. Develop a Financially Sustainable and Innovative Park System

Project Approach

Our team has consciously chosen to focus their careers on the design of outstanding municipal park, open space, and athletic facility projects, bringing a great depth of knowledge and experience garnered from working within the public realm to every assignment. We recognize that this project is important to the City of Beacon community, and we are dedicated to bringing all of our energy, creativity, and technical prowess to all aspects of this project.

Having successfully managed and completed many projects of similar nature, we believe our technical skills and past experiences will allow us to meet the specific needs of the city effectively and efficiently. The Weston & Sampson team has developed a simple formula that allows us to develop strong partnerships with our clients that ultimately yields strong project results. To this end, we pledge to:

- Be highly responsive, accountable, and communicative
- Listen well, facilitate, and then execute at an extremely high level

We have outlined the following tasks for this project.

Task 1 | Kickoff Meeting + Existing Conditions Analysis

At the outset of the project, we propose to conduct a kick-off meeting with the Recreation Director, Public Works Director, Director of Planning & Zoning, project committee, and key stakeholders to review project expectations, options, timelines, and scheduling. In addition, any requirements or constraints of the project site will be discussed and reviewed. Upon completion of the kickoff meeting with staff, the project team will meet with the project committee to kick-off the project and review the goals and objectives. The project team will facilitate bi-weekly (remote or in-person) progress meetings with city staff for the duration of the project.

Within this task, the Weston & Sampson team will research and review plans, policies, documents, and reports related to each of the existing parks, and facilities to be considered. As part of this research, the Weston & Sampson team will review the City of Beacon's 2017 Parks & Recreation Fee Study, which provides a recent inventory of the city's parks and recreational facilities and provides a starting point for an updated inventory.

Working with the Recreation Department and community, the Weston & Sampson team will confirm and update this inventory, including adding a comprehensive inventory of all current recreation programs, activities, and community services provided through the Recreation Department ("Inventory"). The Inventory shall also include all existing recreational facilities, programs, and services offered through the city, Beacon City School District, private

businesses, and volunteer and community organizations.

We will present the Inventory at a public meeting for comment and input from city residents. Following public comment, we shall make revisions to the Inventory and complete a final Recreation Inventory to provide baseline data and information for the subsequent assessments.

Deliverables: Recreation Facility and Program Inventory (“Inventory”)

Task 2 | Community Recreation Needs Assessment

The Weston & Sampson team will prepare a Community Recreation Needs Assessment (“Assessment”) that includes our research and documents current gaps and future needs with regard to recreational and community facilities, activities, and recreational programs. Within this task, we will complete an analysis of needs and trends in response to the following questions:

1. What are the demographic trends for the city?
2. What are the relevant recreation trends to consider?
3. What is needed by groups to use the city parks and recreation system?
4. How do we attract more visitors to various parks and programs?
5. Do we need more parks? If so, what type (pocket, passive, active, etc.) and where?
6. Are we fulfilling the recreation programming needs? What are trends for the next 10 years?
7. Are there major unmet needs among park users and youth sports organizations that warrant city investment? (centralized community center).
8. How do we prioritize such investments?

Following the existing conditions review meeting, the project team will draft written outcomes and an existing conditions analysis of the project site.

- Recreational Facilities Assessment – Identify appropriate recreation facilities, including opportunities, shortcomings, and/or deficiencies with existing facilities to establish the recreational needs.
- Park/Open Space Assessment – Identify open space conditions, opportunities, gaps in level of service and/or deficiencies of park/ open spaces.
- Recreational Programs/Services – Examine and evaluate current recreational programs and services to identify opportunities, gaps and/or deficiencies for proposed future programs/services.
- Park Partnerships Evaluation – Identify potential park partnerships and alliances for collaborative park developing and programming.

Demographics and Trends Analysis – A demographic analysis of the city helps evaluate demographic shifts and their impact on future parks and recreation. The demographic study will predict changes in the population, ages of residents, household makeup, and generational changes that should be considered for future planning. A trends analysis identifies relevant trends that should be considered as part of the city’s future planning. This analysis helps identify regional interest and participation levels for a variety of activities; how services are provided through both administrative and planning trends; and how parks and recreation, amenities, programs, and events compare to national and regional trends. For this trends analysis, the Weston & Sampson team will:

- Gather, review, interpret, and build upon demographic trends and characteristics of the city with currently available information from the city; previous planning efforts; and other local, regional, and national sources. We will identify the constituency of the city through a demographic analysis and market profile, utilizing all information available from previous planning efforts and including statistics gathered from Esri, the US Census, and other regional and local sources. The demographic profile will analyze current and projected information regarding population, ethnicity, gender, household income levels, sociological factors, age group characteristics, population projections, growth/development patterns, redevelopment

- areas, and land use changes, and will identify any underserved population or geographic areas.
- Review and summarize the last three to five years of Park and Recreation Department budgets, capital improvement budgets, maintenance records, and capital projects.
- Review and summarize previous planning studies relating to parks and recreation programs, community events, and facilities. The previous reports will be provided by the city.
- Review current ordinances and policies of the city and the Parks and Recreation Department.
- Review and analyze the current management structure of the Parks and Recreation Department.

Facility Inventory, Resource Mapping and Level of Service Analysis – As part of the Recreation Department plan, we will use all available base GIS/CAD materials to compile a comprehensive, updated assessment of each of the city's parks, recreation, and open space facilities and programs. We will complete an inventory of existing parks, recreation facilities, open spaces, and trails including, but not limited to research, mapping, and personal inspection and conditions of each park, facility, amenity and trail owned and managed by the city, and also properties that fall under joint-use with the school system, if applicable.

To determine each park and facility's role in the community (i.e., neighborhood park, community park, alternative provider, etc.), Weston & Sampson team members will work with staff for select onsite visits to validate scoring and any unique components. We will evaluate these sites with regard to functional use, current conditions, capacity, and quality, and will score the value of comfort and convenience factors (e.g., the presence of shade; availability of benches, restrooms, and drinking fountains) and the overall context of the component. This will allow a measure of the total user experience and level of service, and allow us to help the City of Beacon create relevant community-specific standards.

We will incorporate all analyses of facilities and components into a dynamic digital database that becomes property of the city upon completion of the project. The inventory will be compiled and analyzed to provide complete information. We can work with various information formats and will produce the final deliverables in both shapefile and textual formats that are dynamic and can easily be updated and used in the future. Once the physical inventory is completed and accurate, we will help analyze the system with quantitative, qualitative, and textual analysis. The inventory will include recommendations for locating areas for improvements to address unmet needs for active and passive recreation, and will address methods for minimizing duplication of offerings and/or enhancing possibilities for collaborative partnerships where appropriate. We will also review the impact of growth trends related to neighboring jurisdictions and topics such as connectivity, accessibility, and circulation.

The development of the dynamic digital database to support this project will allow us to apply evaluation criteria and policies to identify and map potential future park sites and trail corridors to be acquired and/or developed consistent with projected growth patterns. We can also identify alternative providers in the service area, whether they are neighboring communities, the school district, private providers, or other alternative providers. We will work with the project team to determine the degree of specificity for mapping.

Program Inventory and Analysis – We will provide a working MS Excel template for analysis of recreation services and programs and will provide a brief training to staff that allows your agency to track location and geo-coding, participation, and various other characteristics not only for the City of Beacon's programs. Working with city staff, relevant alternative providers (schools, HOAs, non-profit and for-profit associations and businesses, churches, etc.) can be included to provide summary analysis of program supply within the city.

We will use this information, along with the public outreach information gathered in the next task to generate schematic designs in the next phase.

The Weston & Sampson team will solicit quality public input from stakeholder groups, community organizations, local residents and businesses, and other interested agencies, such as the Beacon City School District as a part of Task 3, Public Outreach.

Deliverables: Recreation Facility and Program Analysis ("Analysis")

Task 3 | Public Outreach

Our team believes in creating an in-depth, efficient, and cost-effective citizen focused community process as part of all public agency management and planning. We will build upon previous work to acquire knowledge of local issues and concerns that will assist us in obtaining useful and pertinent community feedback - both as information and engagement for buy-in and outcomes.

After sufficient analysis of the existing conditions has been complete, the Weston & Sampson team will facilitate a public outreach process to determine the needs of residents and to allow the project team to communicate with residents, user groups, public and civic associations, and key community representatives.

Preliminary key stakeholders may include citizens, representatives of Beacon City School District, faith-based groups, neighborhood associations, community organizations, and special interest groups from in and around your community.

We will work with the project team during the kick-off meeting to delineate and customize the public process. We use both qualitative and quantitative assessment tools, and all input tools will help build consensus and agreement on the plan and provide information for decision making to the city. We can conduct public engagement in-person, virtually, or in a hybrid manner.

Our strategies range from intercept surveys, public meetings, and focus groups to questionnaires, online surveys, and dot surveys. We use a host of social media tools to create a managed and facilitated online community dialogue, including polling, open online and user surveying, discussions, topic suggestions, prioritization options, etc. Based on previous successes, we recommend the following citizen involvement strategy approach to assure residents, user groups, associations, and other stakeholders that they are provided an opportunity to participate in the report's development:

- Stakeholder interviews/focus group workshops drawing from representatives from committees and commissions, other City Departments, council members, special interest individuals and groups, associations, and other service providers (e.g., staff, schools, health clubs, seniors, open spaces, etc.), open to the public at large. Our team will coordinate with these groups to find a suitable date and time for the meeting to ensure maximum attendance from these groups.
- Development of a digital community survey to identify the community's goals for additional facilities and program development. This shall include seeking input on whether a centralized community center is needed and if so, what programs and/or services are desired for this space. An open link/open access survey could be provided (not a statistically valid survey). The city could include a flyer promoting the survey in the monthly utility billing mailer and market heavily through other channels. *Alternative approaches for a statistically valid survey are suggested below.*
- Public Meeting #1 (Community Input): We will provide information and to validate and round out the qualitative information received from the focus groups. This meeting will focus on gathering community thoughts, ideas, and needs for park space, as well as sharing pertinent existing conditions information with them.
- Public Meeting #2 (Findings Presentation): We will compile and present a summary of findings from the inventory, needs assessment and analysis for validation by staff, stakeholders, and the public.
- Draft Recommendations Presentation (hearing, open to the public)
- Final Presentation for Adoption (hearing, open to the public)

Following the public meetings, the project team will review the results with the Project Committee, and other committees/commissions to discuss initial thoughts and gather their input to prioritize the needs.

Optional Task 3.1: Statistically Valid Survey

Particularly in communities that have a high level of public engagement and input, our team is a strong proponent of including surveys as part of all planning projects to reflect the quantitative needs of a community

most accurately. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically-valid survey is the only defensible mechanism that provides feedback from the NON-USERS, who are most likely taxpayers. Beacon is a small city, however with approximately 38% minority, including 16% African American and 19% Hispanic, this presents varying challenges. We are open to suggestions and modifying our approach to meet the needs of the city. Below are two alternatives to consider:

Option A – Full Statistically Valid Survey

The statistically valid survey will consist of the following:

- Mailing of a paper survey to random households within the city (with Spanish translation)
- Two versions of an online survey (controlled link and open link)
- Tabulation of results and development of a written report including detailed methodology, narrative interpretation of the results with emphasis placed on graphs and charts illustrating the major findings, in addition to an executive summary highlighting the key takeaways.

Option B – Postcard Statistically Valid Survey

The statistically valid survey will consist of the following:

- Mailing of visually appealing postcards to random households within the city with links (with Spanish translation)
- Two versions of an online survey (controlled line and open link)

Deliverables: Public Outreach Plan, including digital survey

Task 4 | Draft/Final Report

The Weston & Sampson team will compile key findings from the inventory, needs assessments, and other analysis, and prepare a summary Findings Presentation for the staff, stakeholders, and the public (second public community meeting), to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct, and will ask all stakeholders to share any additional key issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

As part of the Findings portion of the project, we will compile a Key Issues Analysis Matrix. Developed from the various tools and methodologies used to collect information throughout the project, this matrix helps to identify focus areas from to be presented and discussed at this stage of the strategic planning process.

The draft/final report shall include the following key components:

1. Prioritized inventory of improved or new facilities, programs, and/or services as identified through the Assessment process.
2. Detailed alternatives for matching identified facility, program, and service needs with existing/available resources (e.g., considering alternatives for fitting new programs into publicly owned or publicly available spaces).
3. Assessment of staffing levels required to implement inventoried needs.
4. Recommendations for implementing identified priorities in the short-term and longer-term with consideration of affordability and sustainability, including the potential use of piloting for new programs/services to gauge public use or testing use of other publicly-available facilities

The components will be developed in the following approach:

Visioning Strategies Workshop and Analysis – Following the Findings Presentations, the Weston & Sampson team will facilitate a Visioning Strategies Workshop that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will work with the city's project team to fully analyze identified findings, creating implementable recommendations for your future. We want to be respectful of the project team's time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings. We will engage all interested project team members and key stakeholders in determining

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future vision and action plan steps for the city's recreation needs. We will present findings in a formal presentation at a public meeting.

Recommendations – Based on the analysis of demographic information, participation, needs and desires, operations and maintenance, land use trends, level of service gaps, and projected impact of future trends, recommendations will be developed addressing needs for parks, acquisition, and opportunities for available funding. We will also evaluate whether some of the city's existing parks and recreational facilities can be combined or operated jointly with other service providers. As a part of this task, the Weston & Sampson team will develop two schematic design options for each park or potential park area. The schematic design plans will include potential layouts of recreational areas, buildings, facilities, parking areas, walking/bicycling/motor vehicle circulation routes, landscaping, and other high priority needs drawn from the public and stakeholder meetings.

Cost Recovery and Resource Allocation – GreenPlay is a national leader in teaching and developing innovative approaches to handling the sometimes contentious financial issues of “how much taxpayer subsidy is enough?” or “where should resources go?”. GreenPlay has established and improved the “Pyramid” methodology for helping agencies create an overall philosophy and approach for resource allocation, service pricing, and cost recovery evaluation.

GreenPlay currently teaches and trains agencies and universities in the implementation and use of this straightforward, but innovative methodology and presents it at conferences as well. It is invaluable for making tough resource allocation decisions and creating pricing and cost recovery strategies. This methodology will be helpful for evaluating the financial sustainability of the park and recreation system from both operational and capital funding aspects. As part of your project, we will introduce the concepts for identification of gaps and/or areas where consensus is lacking, along with introducing a framework for decision making as the system grows.

Note: *A full, detailed analysis of cost recovery, budgets, and/or pricing is not typically included in a master planning project, but can be facilitated separately or concurrently for an additional fee, if desired.*

Alternative Funding and Partnerships – GreenPlay brings extensive experience in evaluating options for alternative funding. Alternative funding typically includes grants, donor programs, and/or partnerships. Our project team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. The GreenPlay team will conduct a potential funding exercise to review over 140 potential funding opportunities that the city might be able to consider. Note that this task does not include the procurement of alternative funding, but this can be addressed separately if desired.

Capital Improvements – We understand that it is important to have well-designed, feasible, and justified recommendations for capital improvements. Using information gathered in the previous tasks, we will prioritize recommendations for needs and conceptual costing regarding land acquisition and the development of parks and recreation facilities for the next 10 years.

Implementation Strategies and Draft Report – After validating the findings and conducting the Visioning Strategies Development Workshop, our team will draft a justifiable and realistic plan for the future of the Department's parks and recreation system and programs. This strategic planning approach will assist in making short-term, mid-term, and long-term management decisions regarding enhancement and expansion of parks and recreation services and amenities for the department.

The report will include formal recommendations, along with an Action and Implementation Plan, which will summarize needs assessments, inventory, level of service analysis, financial analysis, CIP, and overall outcomes and recommendations. Draft Report Presentations will be given to staff, representative stakeholders, and the public.

Our analyses and recommendations will help to provide a clear path for the department's future direction, based

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on identifying outcomes-based standards and management guidelines as determined from the needs assessment and resource allocation potential. We will also evaluate and identify potential tools that the Department can use to monitor service delivery on a regular basis.

We will submit a Draft Report that includes written goals, plans, objectives, and policy statements that articulate a clear vision and model (a “roadmap”) for the department’s future for preliminary review, and all comments will be incorporated into your Final Report. Goals and objectives will address administration, programming, capital improvements, and intergovernmental relations. After the review, we will assist in guiding the Community Facility and Program Report through the formal adoption process.

The document will include a summary of existing conditions, inventories, and level of service analysis, and recommendations. It will include charts, graphs, maps, and other data, as needed, to support the plan and its presentation to the appropriate audiences and will be complete with a Financial Plan and an Action Plan.

For the Draft Report, we typically provide the department with one (1) printed and bound color copy and one (1) electronic copy in a format compatible with your software and for posting on your website.

Final Report and Presentations - For the Final Product, we will provide the department with one (1) printed and bound color copy and one (1) electronic copy in a format compatible with your software and for posting on to your website. We will present this Final Report for approval at a City Council meeting.

Deliverables: One (1) Draft and one (1) Final Community Facility and Program Report. The Community Facility and Program Report will include written goals, plans, objectives, and policy statements that articulate a clear vision and “road map” and model for the department’s future including:

- A summary of existing conditions, inventories, and Level of Service analysis.
- Charts, graphs, mapping, and other data as needed to support the report and its presentation to the appropriate audiences.
- An Action and Implementation Plan.
- One (1) meeting with the City Board at the time of adoption of the Community Facility and Program Report.
- Two (2) meetings with other key stakeholders who are integral to the success and adoption of the final Community Facility and Program Report.

Ultimately, our analyses and recommendations will help to provide a clear path for the City of Beacon’s future direction, based on identifying outcomes-based standards and management guidelines as determined from the needs assessment and resource allocation potential. We will also evaluate and identify potential tools that staff can use to monitor service delivery on a regular basis.

We have established a proposed schedule for the delivery of professional consulting services to develop a Community Facility and Program Report for the City of Beacon. This proposed schedule can be adjusted to best meet the requirements of the city, and all dates are subject to review and discussion.

We have prepared the following project schedule for review and discussion.

Phase	Month								
	1	2	3	4	5	6	7	8	9
1 Kickoff + Existing Conditions Analysis	M								
2 Community Recreation Needs Assessment									
3 Public Outreach			M		M			M	
4 Draft/Final Report									M

"M" = Meeting

CAPACITY & ABILITY TO MEET SCHEDULES

Weston & Sampson consistently establishes workable project schedules or works within pre-set project schedules. Our detailed project schedules identify key milestone and deliverable dates, including reference to tasks, task descriptions, anticipated task duration, allocated submittal review periods, and interrelation with other work tasks. As part of these schedules, we also identify "critical time" events that require input from city staff or other key milestone events. We have provided our proposed timeframes for work completion above.

As project principal, **Daniel Biggs, RLA, ISA, CERP** will provide the corporate support necessary to accomplish your project. Dan brings to this project more than 15 years of experience on consulting and infrastructure improvement projects, including master planning, design, and construction administration services. His experience exemplifies our team's ability to effectively manage this project for the city. Dan will maintain close contact with key team members to assure that the project is progressing according to schedule and budget. These individuals will be available to city staff, in addition to invested stakeholders, as well as property owners and any involved businesses to address your project needs.

Weston & Sampson has the depth of resources to respond to your needs and assure the assignment of highly qualified personnel for all your project tasks. During critical points, these personnel will devote up to 100% of their time, as needed, to complete the work within your timeframe.

Dan will collaborate with the city to determine staffing needs. He will establish clear lines of responsibility and communication with the city, as well as among our staff members. He will monitor individual task budgets and team member assignments, supervise project meetings, and be available to interact with city staff and address project issues. Our project principal and key staff members will work collaboratively to drive the schedule and maintain a high level of proactive communication with the City of Beacon. Representatives of our team will be available to make site visits and attend local meetings, as required. We will maintain constant and consistent communication through regularly scheduled meetings, phone calls, and e-mail to discuss the progress of your project.

All our project team members recognize the importance of establishing proper project controls to meet an established schedule. We will manage the various tasks and team members to achieve completion of our scheduled milestones and will monitor the project schedule and compare it to the target schedule. This observation allows us to adjust the basic logic behind the schedule and the relationship between tasks to adapt to variations in resource requirements. Our computer-based management information system continuously monitors our project financials. Detailed project cost data will be made available to all team members and regular estimates to complete will be developed to ensure our project finishes on time and on budget.

We are committed to fully attending to this project and exceeding your expectations at every turn. Should you believe, at any time, that this is not the case, we pride ourselves on an open and candid relationship with all our clients and, therefore, would want to know so that we can make it right.



WESTAND-01

CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Company A(XV)		20508
	INSURER B : National Fire Insurance Company of Hartford A(XV)		20478
	INSURER C : Nautilus Insurance Company A+, XV		17370
INSURED Weston & Sampson PE, LS, LA, PC 1 Winners Circle Albany, NY 12205	INSURER D : Lexington Insurance Company A, XV		19437
	INSURER E :		
	INSURER F :		

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 ☒ PROJECT ☒ LOC OTHER:			6056861029	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6056860561	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			FFX2027937-12	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
B	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	6056861015	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			031710990	7/3/2021	7/3/2022	Per Claim 5,000,000
D				031710990	7/3/2021	7/3/2022	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured GL Endorsement Form #CNA75079XX 10/16, if applicable. All Coverages are in accordance with the policy terms and conditions.

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

FOR PROPOSAL USE ONLY

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

Jared Maxwell



Memo

To: Chris White, City Administrator
From: Mark Price
CC: Benjamin Swanson
Date: February 10, 2022
Re: RFP Summary and Contract Approval for Community Facility and Program Report

Two proposals were submitted and reviewed for the Community Facility and Program Report project. The two proposals were carefully reviewed and interviews conducted with both consulting firms.

The following tabulation shows the order from the lowest bidder, the name of the bidder, and the total contract amount. Weston and Sampson is the lowest bidder and we feel, the best firm for our project. A copy of the contract award is attached for your signature.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT
Weston and Sampson	\$48,900.00
M.J. Engineering and Land Surveying	\$49,660.00

Mark Price

Recreation Director



City of Beacon
One Municipal Plaza
Beacon, New York 12508

Community Facility and Program Report
RFP No. 2021-012

Bid Form

Sealed proposals must be received by 3:00 p.m. on Monday, December 27, 2021 at the City of Beacon Municipal Center, One Municipal Plaza, Suite One, Beacon, New York 12508.

Total Base Bid Price for professional consulting services to conduct a needs assessment for recreational and community services and develop a Community Facility and Program Report.

\$48,900

(in words):

Forty-eight thousand, nine hundred dollars and zero cents

Name of Bidder:

Weston & Sampson, PE, LS, LA, PC

Address:

1 Winners Circle, Suite 130
Albany, NY 12205

Contact Name & Title:

Daniel P. Biggs, RLA, ISA, CERP
Associate | Regional Manager

Phone Number:

518-463-4400

Email Address:

biggsd@wseinc.com

Fax Number:

978-977-0100

Type of Entity

Corporation



Partnership

Individual

List Officers:

Please see attached list of officers and directors.

List Directors:

Please see attached list of officers and directors.

Date of Organization:

Weston & Sampson PE, LS, LA, PC was established in 2010. Our parent company, Weston & Sampson Engineers, Inc. was established in 1899 and incorporated in Massachusetts in 1976.



City of Beacon
One Municipal Plaza
Beacon, New York 12508

Community Facility and Program Report
RFP No. 2021-012

Bid Form

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Total Base Bid Price for professional consulting services to conduct a needs assessment for recreational and community services and develop a Community Facility and Program Report.

\$49,660.00

(in words):

Forty nine thousand six hundred and sixty dollars.

Name of Bidder:

M.J. Engineering and Land Surveying, P.C.

Address:

1533 Crescent Road, Clifton Park, NY 12065

Contact Name & Title:

Michael Panichelli, President

Phone Number:

518.371.0799

Email Address:

mpanichelli@mjels.com

Fax Number:

518.371.0822

Type of Entity

Corporation



Partnership

Individual

List Officers:

Michael Panichelli; Eric Williams; Joseph Malinowski;
Christopher Dooley; Brian Cooper; Joel Bianchi

List Directors:

Michael Panichelli; Eric Williams; Joseph Malinowski;
Christopher Dooley; Brian Cooper; Joel Bianchi

Date of Organization:

June 1979



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 37 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH WESTON & SAMPSON FOR A COMMUNITY FACILITY AND
PROGRAM REPORT**

WHEREAS, the City of Beacon desires to develop a community facility and program report; and

WHEREAS, Weston & Sampson provides municipal parks and recreation consulting services and is willing and able to extend the same to the City of Beacon.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with Weston & Sampson for a community facility and program report, subject to approval by the City Administrator and City Attorney as to form and substance.

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

Resolution No. 37 of 2022			Date: <u>February 22, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call ☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda

02/22/2022

Title:

Resolution No. 38 - Authorizing the City Administrator to Execute a Sewer Tenancy Agreement with WSH Realty Corp. and Healey Chrysler Dodge Jeep, LLC

ATTACHMENTS

Sewer Tenancy Agreement with WSH Realty Corp. and Healey Chrysler Dodge Jeep, LLC

Resolution No. 38 - Authorizing the City Administrator to Execute a Sewer Tenancy Agreement with WSH Realty Corp. and Healey Chrysler Dodge Jeep, LLC

TENANCY AGREEMENT FOR CONNECTION TO
THE CITY OF BEACON SANITARY SEWER SYSTEM

THIS AGREEMENT made the ___th day of February 2022 by and between the CITY OF BEACON, having offices at 1 Municipal Plaza Beacon, New York 12508, hereinafter referred to as the “City”, and WSH REALTY CORP., having offices at 183 Greenwich Avenue, P.O. Box 980, Goshen, New York 12524 hereinafter referred to as “Owner” and Healey Chrysler Dodge Jeep, LLC having offices at 557 Route 52, P.O. Box 840 Beacon, New York 12508 hereinafter referred to as “Tenant” (collectively the “Parties”)

W I T N E S S E T H:

WHEREAS, the City of Beacon (the “City”) owns and operates a sewage collection system and treatment plant (the “Facility”), which provides municipal sewer services to residents of the City through the Facility’s sewer system (the “Sewer System”); and

WHEREAS, Owner is the fee simple owner of a parcel of approximately 7.01 acres of land located in the Town of Fishkill, County of Dutchess, State of New York having an address of 557 Route 52, Fishkill, NY and designated as Tax Parcel Grid Identification Number 133089-6055-15-661404 on the Town of Fishkill Tax Map (the “Property”); and

WHEREAS, the Property is more fully described by a metes and bounds description attached hereto as Exhibit “A”; and

WHEREAS, the Property is improved with a motor vehicle sales lot and service facility and is currently leased by Healey Chrysler Dodge Jeep, LLC, Tenant, from Owner; and

WHEREAS, the Owner and Tenant desire to contract with the City to connect to the Sewer System to dispose of its grey water from the detail shop on premises and sanitary sewer flow which will be partially processed by the existing septic tank on site; and

WHEREAS, the City has been asked to enter into an agreement with Owner and Tenant to permit Owner and Tenant to use a portion of the City’s existing unused capacity at the Facility, which will be an additional source of revenue for the City; and

WHEREAS, the City of Beacon has the authority pursuant to General City Law §56-A to sell its excess sewage capacity to private corporations and individuals outside of the City limits as a source of revenue; and

WHEREAS, the Property has a private septic system, is not currently located within a Sewer District in the Town of Fishkill, and abuts the City of Beacon such that it could connect to the City of Beacon’s Sewer System; and

WHEREAS, the City has sufficient capacity to meet the sewer demand of the Property which is estimated at 1,200 gallons per day (“GPD”) with a maximum of 2,000 GPD; and

WHEREAS, the City of Beacon is willing to provide sewer service to the Property and to allow access over its pipes, mains, pump station and infrastructure for the sewer service.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein and other valuable consideration, the parties hereto agree as follows:

1. TERM. The term shall commence upon the execution of this Agreement by all parties and the initial term shall expire forty years from the date sewer service is first provided to the Property, unless it is sooner terminated by other provisions set forth herein. Provided the Owner and Tenant are not in default, the term of this agreement shall be automatically renewed thereafter for subsequent ten-year terms until such time as either party gives notice of the termination of the renewal Agreement, such notice of termination of the renewal Agreement must be given at least six months prior to the expiration of the term unless the Agreement is sooner terminated by other provisions of this Agreement.
2. RIGHT TO CONNECT. In consideration of the promises made by the Owner and Tenant under this Agreement, the City grants unto the Owner and Tenant the right to connect to the Sewer System as provided by this Agreement.
3. CONSTRUCTION OF IMPROVEMENTS. Owner and/or Tenant will, at its sole cost and expense and to the reasonable satisfaction of the City design and construct any sewer improvements necessary to connect the Property to the Sewer System.
 - A. The sewer improvements shall be constructed in accordance with Plans to be submitted and approved of by the Superintendent of the City of Beacon Water and Sewer Departments and the City Engineer, which shall be made a part hereof as Exhibit “B” (the “Plans”), adhering to the following standards:
 - i. Installation of any sewer improvements shall be in accordance with Chapter 179 of the Code of the City of Beacon;
 - ii. Installation of the sewer improvements shall comply with all applicable statutes, regulations and rules adopted by Federal, State and Local jurisdictions;
 - iii. The sewer service connections shall be in conformance with the City’s Sewer Connection Specifications;

- iv. Owner and/or Tenant shall install the flow meter;
- v. Construction of the improvements is subject to final inspection and approval by the City Engineer, the Building Department, and the Superintendent of the City of Beacon Water and Sewer Departments; and
- vi. Copies of the As-Built Plans for the pump station and private force main lines shall be provided to the City Engineer, Building Department and the Superintendent of the City of Beacon Water and Sewer Departments for the City's records before the sewer line is placed in service.

B. NECESSARY PERMITS

- i. Owner and/or Tenant shall acquire, at its expense, any and all permits necessary in order to undertake the project provided for herein, included but not limited to: road opening permits, NYS DOT permits, NYS DEC permits, grading permits, plumbing permits, NYS Department of Health, Dutchess County Department of Health permits, and City of Beacon Building Permits.
- ii. Owner and/or Tenant shall obtain a sewer permit from the City.
- iii. To the extent the City must obtain any regulatory approvals to implement this Agreement, the City shall obtain the same and the Owner and/or Tenant shall reimburse the City for the costs of any such permits.
- iv. If necessary, the Owner and/or Tenant shall apply for approval from the Dutchess County Department of Health.

4. OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT. All sewer improvements constructed by the Owner and/or Tenant shall be the property of the Owner and the Owner will be responsible for the operation and maintenance of all aspects of the sewer improvements from the point of connection with the Sewer System distribution line, onto and throughout the Property. The Owner and/or Tenant shall operate and maintain all sewer improvements necessary to connect the Property to the Sewer System in good condition without leaks.

- A. Sewer service shall only be provided for disposal of grey water from the detail shop on premises and sanitary sewer flow which has been partially processed by the existing septic tank on site with a maximum of 2,000 GPD. Any change in use shall require written approval by the City prior to continuation of service.

- B. When leakage occurs on pipes and facilities owned by Owner, Owner and/or Tenant shall make the necessary repairs immediately when they are discovered. If Owner and/or Tenant fails to make said repairs as soon as possible, the City may take such steps necessary to protect the City's Facility and Sewer System, including, if necessary, the right to discontinue sewer service, until such time as the leak is repaired. If sewer service is discontinued, the Owner and/or Tenant shall pay the City to reconnect the service.
 - C. Owner and/or Tenant shall replace or repair such portions of the sewer improvements that are deemed necessary by the City Engineer or the Superintendent of the City of Beacon Water and Sewer Departments within the time prescribed by the notice to cure. If Owner and/or Tenant fails to make said repairs or replacement within the time provided by the notice, the City may take such steps necessary to protect the City's Facility and Sewer System, including, if necessary, replacement or repair as provided above and/or the right to discontinue sewer service, until such time as the repairs or replacement is completed. If sewer service is discontinued, the Owner and/or Tenant shall pay the City to reconnect the service.
5. COST OF IMPROVEMENTS. The cost of the improvements to be paid by the Owner and/or Tenant shall include all costs necessary or incidental to the construction of the sewer improvements for connection of the Owner's property to the Sewer System.
 6. INDEMNIFICATION. The sewer improvements to be constructed by the Owner and/or Tenant will be constructed by it, or its agents, as an independent contractor. The Owner and/or Tenant and their agents will hold the City, its agents and consultants harmless from any claims or causes of action brought against them, as a result of the Owner and/or Tenant's actions or those of any agent, employee or subcontractor of the Owner and/or Tenant. The City shall be named as an additional insured, and proof of said addition shall be provided prior to the commencement of any construction. Claims arising from the acts or omissions of the City are excluded from this paragraph.
 7. REPRESENTATIONS AND WARRANTIES BY THE CITY.
 - A. The City hereby represents and warrants as follows:
 - i. The City's Facility and Sewer System, including, without limitation, its pipes, interceptors and wastewater treatment plant has the capability to, and shall, upon connection the Property and throughout the term of this Agreement, convey and process the grey water and sewage from the Property as provided herein. The Facility

and Sewer System are in compliance with all applicable laws, rules and regulations of any State, Federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same.

ii. The City shall maintain and operate the Facility and Sewer System in full compliance with all applicable laws, rules and regulations of any State, Federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same.

8. SEWER RATES. While this Agreement is in effect, the Owner, its successors and assigns, will pay on an annual basis or at such intervals that the City bills its customers the out of district users rate, which is twice the sewer rent assessed to residents within the City of Beacon, benefit assessment charges, capital, operating and maintenance expenses, or other fees and assessments imposed or to be imposed on property owners within the City for sewer. The Sewer Rent shall be twice the rate charged to in-district users measured by the gallons of sewer discharged according to the flow meter installed at the Property.

A. Sewer charges other than Sewer Rent shall be in accordance with Chapter 179 of the City of Beacon City Code.

9. FEES. Owner shall pay:

A. A sewer permit fee; and

B. A service line tapping fee in accordance with the City of Beacon Fee Schedule.

10. NO OTHER HOOK-UPS. There shall be no additional permission to serve any property other than the one herein described though the sewer improvements being constructed by Owner and/or Tenant. The parties agree that no other parcel shall be allowed to connect to the sewer service line being constructed by the Owner and/or Tenant without the express written approval by the City.

11. TEMPORARY DISCONTINUANCE OF SERVICE. In accordance with the regulations of the General City Law and New York State Law, including but not limited to Chapter 179 of the City of Beacon City Code, the City may, upon reasonable notice, when such notice can reasonably be given, suspend, curtail or discontinue sewer service on a temporary basis for failure by Owner and/or Tenant to comply with any valid governmental order or directive, such discontinuance shall be for the shortest time practicable.

12. DEFAULT. Subject to Paragraph 11 following, the following shall constitute default by Owner and/or Tenant:

- A. Non-payment of any valid bill due for service for the Property, provided that a notice of default has been given which provides a period of ten days to cure the default in payment or file a written notice of objection to the City. If the Owner files an objection, the City Council shall hear such objection at its next meeting and determine the validity of such objection. In the event the objection is not sustained then sewer service may be discontinued.
- B. Disconnecting the flow meter or in any way tampering or interfering with the flow meter or remote meter reading device or tampering with any other facility of the City without permission.
- C. Providing sewer service to any person or entity other than Tenant without the express written approval of the City.
- D. Failure to remove any non-conforming temporary or permanent physical connection or interconnection to any unapproved source of supply.
- E. Failure to properly construct and maintain meter housings.
- F. Failure to comply with the terms of orders any Court or governmental authority having jurisdiction concerning the obligations of Owner and/or Tenant under this Agreement.
- G. Refusal to allow reasonable access to the Property for necessary purposes in connection with rendering of service, including meter installation, reading, or testing, or the maintenance or removal of the City's property

13. ENFORCEMENT OF THIS AGREEMENT BY THE CITY SHALL BE EFFECTUATED BY SEEKING INJUNCTIVE OR OTHER RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR DEFAULT OTHER THAN DEFAULT OF FINANCIAL OBLIGATIONS PROVIDED THAT THE CITY SHALL SEEK IN SUCH ORDER AND PERMIT A REASONABLE CURE PERIOD FOR DEFAULTS WHICH DO NOT PRESENT AN IMMEDIATE HAZARD TO LIFE, PROPERTY OR HEALTH.

14. ACTIONS FOR UNPAID AMOUNTS DUE TO CITY. In the event that Owner fails to pay, when due, any amount due to the City within thirty (30) days of

the date of the City's invoice, the City shall charge interest at the prevailing rate for judgments under the CPLR for the following sixty (60) days that this amount is delinquent. When ninety (90) days have passed from the date of said invoice, the City may commence an action at law against the Owner for the collection of such amount, and the City shall have the right to recover a judgment against the Owner for the amount unpaid and due to the City together with reasonable attorney's fees incurred by the City for the prosecution of the action at law plus accrued interest charges. Owner acknowledges that Owner and not the Tenant is responsible for payment and Owner will not assert as any defense that the Tenant is responsible for payment. Owners consents to, and the City shall also have the right to request the sewer charges be added to the Owner's Town of Fishkill tax bill.

15. EARLY TERMINATION OF AGREEMENT. Subject to the right of Owner and/or Tenant to challenge any governmental order or directive that Owner and/or Tenant asserts is invalid or unreasonable, Owner and/or Tenant shall comply in good faith with any governmental order or directive concerning the obligations of Owner and/or Tenant under the terms of this Agreement. The following shall constitute grounds for early termination of this Agreement:

- A. If the Owner and/or Tenant is not able to install the necessary sewer improvements this Agreement shall terminate upon notice to the City of such fact.
- B. This Agreement shall terminate if Owner and/or Tenant does not commence construction of any necessary improvements within three years of the execution of this Agreement by both parties.
- C. The Owner and/or Tenant acknowledges that the City has the right and obligation under this Agreement to discontinue sewer service to customers outside the City limits when the City's sewage capacity is insufficient to meet the needs of the City's residents. In the event that there is no longer surplus sewage capacity to service the Property, the City may terminate sewer service under this Agreement by providing ninety-days written notice. The City shall give the Owner and/or Tenant sufficient time to obtain an alternative waste removal source including the construction of a connection to an alternate sewer system, or installation of a septic system. In no event shall the notice period be less than ninety days, except in the case of an emergency.
- D. Neither party shall be entitled to damages or penalties if this Agreement is terminated in accordance with this section.

16. CITY CODE. The Owner and Tenant agree to abide by and be bound by Chapter 179 of the Code of the City of Beacon entitled “Sewers”.
17. CITY’S RIGHT TO INSPECT. The City and its employees and agents shall have the right to enter upon the Property to read the sewer meter on a monthly basis and enter upon the Property at reasonable times to inspect the sewer improvements in order to determine that the sewer improvements are functioning properly and are in compliance with this Agreement, the City of Beacon City Code and other applicable laws. The right to inspect shall not be construed to place the City in a position of responsibility for maintaining the Owner’s sewer distribution system. The purpose of inspections is to protect the City’s Facility and Sewer System. Failure to permit access to inspect the sewer improvements shall be considered a default of this Agreement and the City shall be authorized to discontinue service until such time suitable access is provided. In the event that repairs are necessary the City shall inform Owner and/or Tenant of required repairs and set forth a schedule and completion date for such repairs. If Owner and/or Tenant fail to take action and complete the repairs within sixty (60) days of the completion date, the City shall have the right to make any required repairs and charge back the expenses against Owner, including costs of administrative fees and any attorneys’ fees.
18. EMERGENCY REPAIRS. The City and its employees and agents shall have the right to enter upon the Property in the case of an emergency to make such repairs to the sewer system that are necessary.
19. REPORTS.
- A. FLOW REPORT. The Owner and/or Tenant shall provide a report which accounts for the daily flow rate each month to the Superintendent of the City of Beacon Water and Sewer Departments before the 5th of each subsequent month.
 - B. EFFLUENT LIMITS. The Owner and/or Tenant shall also provide a report which analyzes the composition of the grey water generated by the detail shop and sanitary sewer flow annually to the Superintendent of the City of Beacon Water and Sewer Departments to ensure compliance with the City of Beacon City Code Section 179-5 concerning local effluent limits by January 15th of each year.
20. PROHIBITED USES. The Property may only be used as a motor vehicle sales lot and service facility and sewer service shall only be provided for disposal of grey water from the detail shop on premises and sanitary sewer flow which has been partially

processed by the existing septic tank on site with a maximum of 2,000 GPD. Any change in use shall require written approval by the City prior to continuation of service.

21. COSTS & ATTORNEYS FEES. The Owner is liable for all costs, charges, duties, and responsibilities imposed upon the Owner and/or Tenant by this Agreement including but not limited to attorneys' fees for preparation of this Agreement, and administrative costs and attorneys' fees associated with collection of sewer rents and other charges. The parties may enforce this Agreement by judicial action and the prevailing party shall be entitled to recover its reasonable costs and attorney's fees in any action to enforce this Agreement.
22. COOPERATION. It is expressly understood that the parties' good faith efforts and due diligence in proceeding with the approvals, planning and construction of the proposed project are expressly made terms and conditions of this Agreement. The parties acknowledge that, although they have attempted to incorporate and resolve all matters relative to the proposed improvements, certain matters will likely arise hereafter which were not addressed in whole or in part by this Agreement. Accordingly, the parties hereto shall, in good faith, cooperate to do all things, which may become necessary in the future to effectuate the purpose and intent of this Agreement.
23. AUTHORITY. It is expressly understood and acknowledged that the signatories to this Agreement have the power to bind their respective parties to all the terms and conditions contained herein. All resolutions of the respective governing bodies of the City have been adopted by the appropriate legislative authority.
24. APPLICABLE LAW. This Agreement shall be governed under the laws of the State of New York.
25. VENUE. Venue for any dispute arising from this Agreement shall be placed in a New York State Court of competent jurisdiction located within the County of Dutchess, State of New York.
26. ENTIRE AGREEMENT. This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative against whom such modification or waiver is sought to be enforced.

27. WAIVER. None of the terms of this Agreement can be waived or modified except by an express Agreement in writing signed by both parties. There are no representations, promises, warranties, covenants, or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights.
28. SEVERABILITY. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded under any applicable law. If any term, covenant, or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms, covenants and conditions of this Agreement shall in no way be affected thereby.
29. SUCCESSORS AND ASSIGNS. This Agreement is binding upon the heirs, successors and assigns of Owner and it shall run with the land comprising the Property and the parties shall record this Agreement or a Memorandum of this Agreement with the Clerk of Dutchess County, indexed to the Property. Assignment of this agreement shall require City approval by written consent. In the event that Owner terminates its tenancy with Tenant this Agreement shall terminate.
30. ADDITIONAL DOCUMENTS. Each party will, at any time and from time to time, at the request of any other party make, execute, acknowledge and deliver, or cause to be done, all such further acts, deeds or other documents as may reasonably be necessary or appropriate to complete the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have set their hand and seals by their duly authorized officers as of the date first above written.

WSH REALTY CORP.

HEALEY CHRYSLER DODGE JEEP, LLC

Paul J. Healey
Vice President

Paul J. Healey
Member

CITY ADMINISTRATOR

Christopher White

STATE OF NEW YORK)

COUNTY OF DUTCHESS) ss.

On the ____ day of February, 2022, 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 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.

Notary Public

STATE OF NEW YORK)

COUNTY OF DUTCHESS) ss.

On the ____ day of February, 2022, 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 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.

Notary Public

STATE OF NEW YORK)

COUNTY OF DUTCHESS) ss.

On the ____ day of February, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared City of Beacon City Administrator 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.

Notary Public

EXHIBIT A

EXHIBIT B

[To Be Inserted]

**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 38 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A SEWER
TENANCY AGREEMENT WITH WSH REALTY CORP. AND
HEALEY CHRYSLER DODGE JEEP, LLC**

WHEREAS, the City of Beacon (the “City”) desires to enter into an Agreement with WSH Realty Corp. (the “Owner”) and Healey Chrysler Dodge Jeep, LLC (the “Tenant”) to allow Owner and Tenant to connect to the City sewer main to transmit grey water and partially processed sanitary sewage to the Beacon Wastewater Treatment Plant for treatment and disposal; and

WHEREAS, Owner is the fee simple owner of a parcel of approximately 7.01 acres of land located in the Town of Fishkill, County of Dutchess, State of New York having an address of 557 Route 52, Fishkill, NY and designated as Tax Parcel Grid Identification Number 133089-6055-15-661404 on the Town of Fishkill Tax Map (the “Property”), which is under lease to Tenant; and

WHEREAS, the City of Beacon has the authority pursuant to General City Law §56-A to sell its excess sewage capacity to private corporations and individuals outside of the City limits as a source of revenue; and

WHEREAS, the Property has a private septic system, is not currently located within a Sewer District in the Town of Fishkill, and abuts the City of Beacon such that it could connect to the City’s sewer main; and

WHEREAS, the City has confirmed it has excess capacity to provide sewer service to the Property by the creation of a Sewer Tenancy Agreement.

NOW THEREFORE BE IT RESOLVED THAT the City of Beacon City Council authorizes the City Administrator to sign the Sewer Tenancy Agreement with WSH Realty Corp. and Healey Chrysler Dodge Jeep, LLC.

Resolution No. 38 of 2022			Date: <u>February 22, 2022</u>				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
02/22/2022

Title:

Resolution No. 39 - Accepting the Dedication of River Ridge Sidewalk and Stairway from River Ridge Views Homeowners Association, Inc.

ATTACHMENTS

[River Ridge Offer of Dedication and Bill of Sale - Sidewalk and Stairway](#)

[Resolution No. 39 - Accepting Offer of Dedication for Ferry Street Sidewalk and Stairway](#)

IRREVOCABLE OFFER OF DEDICATION OF SIDEWALK SYSTEMS

This IRREVOCABLE OFFER OF DEDICATION made as of the 9th day of February, 2022, is by and between RIVER RIDGE VIEWS HOMEOWNERS ASSOCIATION, INC., having an address at 50 Red Schoolhouse Road, Fishkill, New York 12524 (hereinafter the "Owner"), and the CITY OF BEACON, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at One Municipal Plaza, Suite One, Beacon, New York (hereinafter the "City").

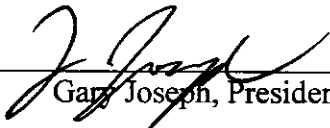
In consideration of Ten Dollars (\$10.00) paid by the City to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. The Owner herein delivers to the City a Bill of Sale for certain sidewalks, stairs, lighting and related components of the sidewalk system to be conveyed and accepted, which are more fully described in Exhibit A annexed hereto, said delivery constituting a formal Irrevocable Offer of Dedication to the City, to be held by the City until the acceptance or rejection of such Irrevocable Offer of Dedication by the City.
2. The Owner agrees that such formal Irrevocable Offer of Dedication is irrevocable and can be accepted by the City at any time.
3. The execution and delivery of this Irrevocable Offer of Dedication shall impose no obligation by the City to accept such Irrevocable Offer of Dedication.
4. This Irrevocable Offer of Dedication shall run with the land and be binding upon the Owner and the City, and their respective successors and assigns.

IN WITNESS WHEREOF, the Owner has executed and delivered this Irrevocable Offer of Dedication on the day and year set forth above.

GRANTOR:

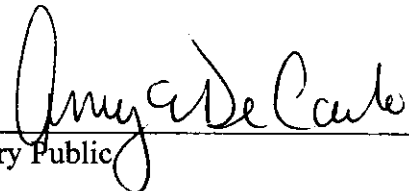
**RIVER RIDGE VIEWS HOMEOWNERS
ASSOCIATION, INC.**

By 
Gary Joseph, President

ACKNOWLEDGEMENT

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

On February 9, 2022, before me, the undersigned, personally appeared GARY JOSEPH, personally known to me or proved to me on the basis of the 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 individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

AMY E. DECARLO
Notary Public, State of New York
No. 01DE4903123
Qualified in Dutchess County
Commission Expires Aug. 31, 2025

EXHIBIT A

Description of Sidewalk system

A sidewalk system, including sidewalks, stairs, lighting and all related components of the sidewalk system installed within the Ferry Street right-of-way but excluding the portion of the sidewalk which is the subject of a Sidewalk Easement created by the Sidewalk Easement Agreement between River Ridge Views Homeowners Association, Inc. and the City of Beacon, dated October 13, 2020, and recorded in the Office of the Dutchess County Clerk on November 12, 2020 under document No. 02-2020-52809.

BILL OF SALE
Know all men by these presents,

THAT RIVER RIDGE VIEWS HOMEOWNERS ASSOCIATION, INC.

whose address is 50 Red Schoolhouse Road, Fishkill, New York 12524

herein referred to as the Transferor/Seller, for and in consideration of the sum of **\$10.00** (ten United States dollars) paid to the Transferor/Seller, at or before the ensealing and delivery of these present by

CITY OF BEACON

whose address is One Municipal Plaza, Suite One, Beacon, New York

herein referred to as the Transferee/Purchaser, and for the good and valuable consideration, the receipt whereof is hereby acknowledged, sells, transfers, sets over and assigns to the said Transferee/Purchaser, free of all liens and/or encumbrances, the sidewalk system, including sidewalks, stairs, lighting systems and all related components within the Ferry Street right-of-way but excluding the portion of the sidewalk which is the subject of an Easement Area created by the Sidewalk Easement Agreement between RIVER RIDGE VIEWS HOMEOWNERS ASSOCIATION, INC. and the CITY OF BEACON, dated October 13, 2020, 2020, and recorded in the Office of the Dutchess County Clerk on November 12, 2020 as Document #02-2020-52809 at property located at Route 9D and Ferry Street, New York 12508.

including the light fixtures, wiring, and all rights to maintain such systems.

TO HAVE AND TO HOLD the same unto the Transferee forever, subject to and the Transferor covenant and agrees, to and with the Transferee to warrant and defend the sale of said business and business assets hereby sold, unto the Transferee against all every person and persons whomsoever.

Transferor is the sole and absolute owner of the property described in the bill of sale and has full right and authority to sell and transfer the same.

Said property and each and every part thereof, is free and clear of any and all liens, mortgages, security interests, levies, debts, taxes or other claims or encumbrances.

The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in the instrument are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall like wise include the plural.

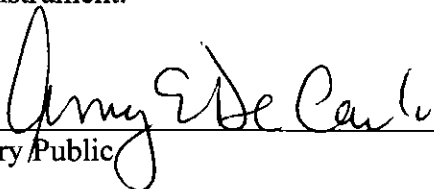
IN WITNESS WHEREOF, the Transferor has signed and sealed these presents this 9th day of February, 2022.

RIVER RIDGE VIEWS HOMEOWNERS
ASSOCIATION, INC.

By: _____
Gary Joseph, President

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

On the 9th day of February in the year 2022 before me, the undersigned, personally appeared GARY JOSEPH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

AMY E. DECARLO
Notary Public, State of New York
No. 01DE4903123
Qualified in Dutchess County
Commission Expires Aug. 31, 2025



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 39 OF 2022

**RESOLUTION ACCEPTING AN OFFER OF DEDICATION OF A STAIRWAY
AS A PUBLIC WALKWAY FROM FERRY STREET TO ROUTE 9D**

WHEREAS, River Ridge Views, LLC (“Applicant”) obtained approval from the City of Beacon Planning Board by Resolution dated March 13, 2018 for an 18-unit residential development along with associated infrastructure at 12 Ferry Street/Wolcott Avenue (a.k.a. Parcel L) pursuant to certain plans entitled, “River Ridge Townhouses,” prepared by Aryeh Siegel, Architect (the “Project”); and

WHEREAS, the Project included a public walkway with lighting constructed by the Applicant on City property to connect the Ferry Street cul-de-sac with the sidewalk on NYS Route 9D; and

WHEREAS, the construction of the walkway is complete and the Applicant submitted an as-built survey along with an Offer of Dedication and a Bill of Sale for the walkway improvements; and

WHEREAS, the City Building Inspector has inspected the walkway improvements and confirmed they have been completed to his satisfaction pursuant to the requisite plans and the City Engineer has recommended acceptance of the walkway improvements in a February 1, 2022 letter to the City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby accepts the Offer of Dedication and Bill of Sale for the public walkway described therein, subject to the following conditions to be satisfied by the Owner:

1. Submission of a one-year maintenance guaranty in a form acceptable to the City Attorney and an amount to be approved by the City Engineer.
2. Payment of all outstanding fees and professional review fees

BE IT FURTHER RESOLVED, that the Mayor and/or the City Administrator are authorized to execute any forms and documents necessary to effectuate the purpose of this Resolution.

Resolution No. 39 of 2022			Date: <u>February 22, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
02/22/2022

Title:

Resolution No. 40 - Accepting the Dedication of River Ridge Water and Sewer Mains from River Ridge Views Homeowners Association, Inc.

ATTACHMENTS

River Ridge Offer of Dedication and Bill of Sale - Water and Sewer Mains

Resolution No. 40 - Accepting Offer of Dedication for Ferry Street Water and Sewer Mains

IRREVOCABLE OFFER OF DEDICATION OF WATER AND SEWER INFRASTRUCTURE SYSTEMS

This IRREVOCABLE OFFER OF DEDICATION made as of the 9th day of February, 2022, is by and between RIVER RIDGE VIEWS, LLC AND RIVER RIDGE VIEWS HOMEOWNERS ASSOCIATION, INC., having an address at 50 Red Schoolhouse Road, Fishkill, New York 12524 (hereinafter the "Owner"), and the CITY OF BEACON, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at One Municipal Plaza, Suite One, Beacon, New York (hereinafter the "City").

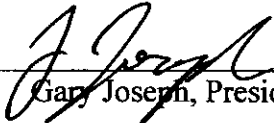
In consideration of Ten Dollars (\$10.00) paid by the City to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. The Owner herein delivers to the City a Bill of Sale for certain water and sewer infrastructure systems to be conveyed and accepted, which are more fully described in Exhibit A annexed hereto, said delivery constituting a formal Irrevocable Offer of Dedication to the City, to be held by the City until the acceptance or rejection of such Irrevocable Offer of Dedication by the City. The Bill of Sale is annexed hereto at Exhibit B.
2. The Owner agrees that such formal Irrevocable Offer of Dedication is irrevocable and can be accepted by the City at any time.
3. The execution and delivery of this Irrevocable Offer of Dedication shall impose no obligation by the City to accept such Irrevocable Offer of Dedication.
4. This Irrevocable Offer of Dedication shall run with the land and be binding upon the Owner and the City, and their respective successors and assigns.

IN WITNESS WHEREOF, the Owner has executed and delivered this Irrevocable Offer of Dedication on the day and year set forth above.

GRANTOR:

RIVER RIDGE VIEWS HOMEOWNERS ASSOCIATION, INC.

By 
Gary Joseph, President

RIVER RIDGE VIEWS, LLC

By 
Gary Joseph, Member

ACKNOWLEDGEMENT

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

On February 9, 2022, before me, the undersigned, personally appeared GARY JOSEPH, personally known to me or proved to me on the basis of the 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 individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

AMY E. DECARLO
Notary Public, State of New York
No. 01DE4903123
Qualified in Dutchess County
Commission Expires Aug. 31, 2025

EXHIBIT A

Description of Water and Sewer Infrastructure System

All water and sewer infrastructure systems , including, but not limited to, water mains, hydrants, valves, sewer lines, manholes and all related components of the water and sewer systems, as shown on the annexed survey entitled “Water and Sewer Utility As-Built Prepared for River Ridge Views, LLC,” prepared by MJ Engineering and Land Surveying, P.C., dated April 27, 2021, except for water and sewer service lines.

SURVEY NOTES

1. Unauthorized alterations or addition to this survey map is a violation of Section 2019 of the New York State Education Law. Copies of this survey map not bearing the land surveyors seal and signed with ink shall not be considered to be valid copies.
2. Bearings and North shown hereon are referenced to NAD 83-NY East using NYSNET RTN GPS.
3. Only water and sanitary sewer utilities are shown within the property limits. Additional utilities exist which are not shown on this survey.

FILED MAP REFERENCE

Map entitled "Tinal Subdivision Plat Prepared for River Ridge Views, LLC" prepared by Thomas Cavallaro, PLS and filed in the Dutchess County Clerks office on January 22, 2019 as Map No. 11501A.

DEED REFERENCE

Liber 1881 Page 408
Ronald J. Piccione & Anne Piccione
Conveyed to
Beacon Ridge Associates, Inc.
October 30, 1990

DATE OF AS-BUILT SURVEY

Field Completion: 03/24/2021

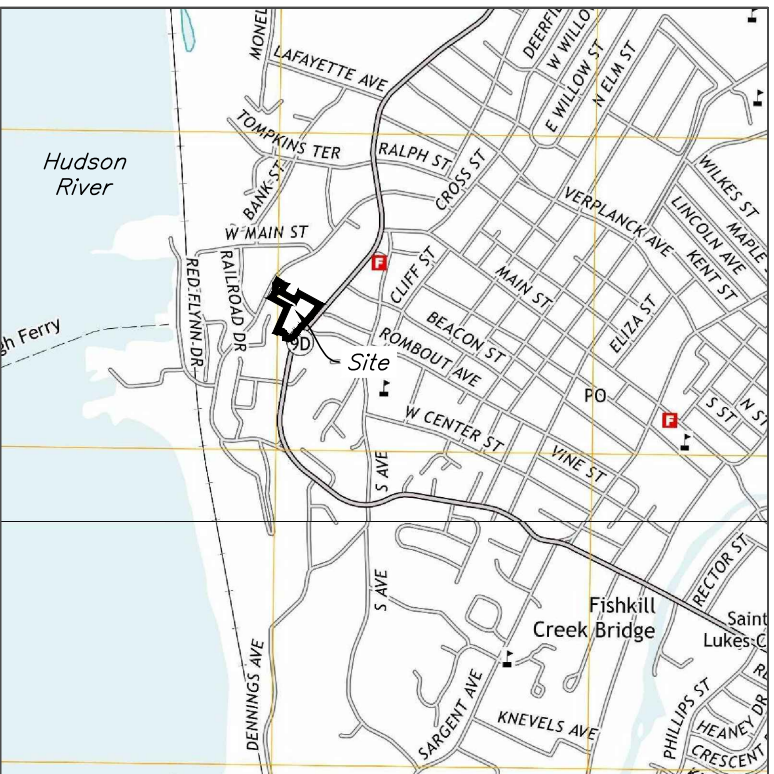
EASEMENT NOTES

Blanket agreements and easements to be granted to the City of Beacon for: Stormwater Control Facility periodic inspections

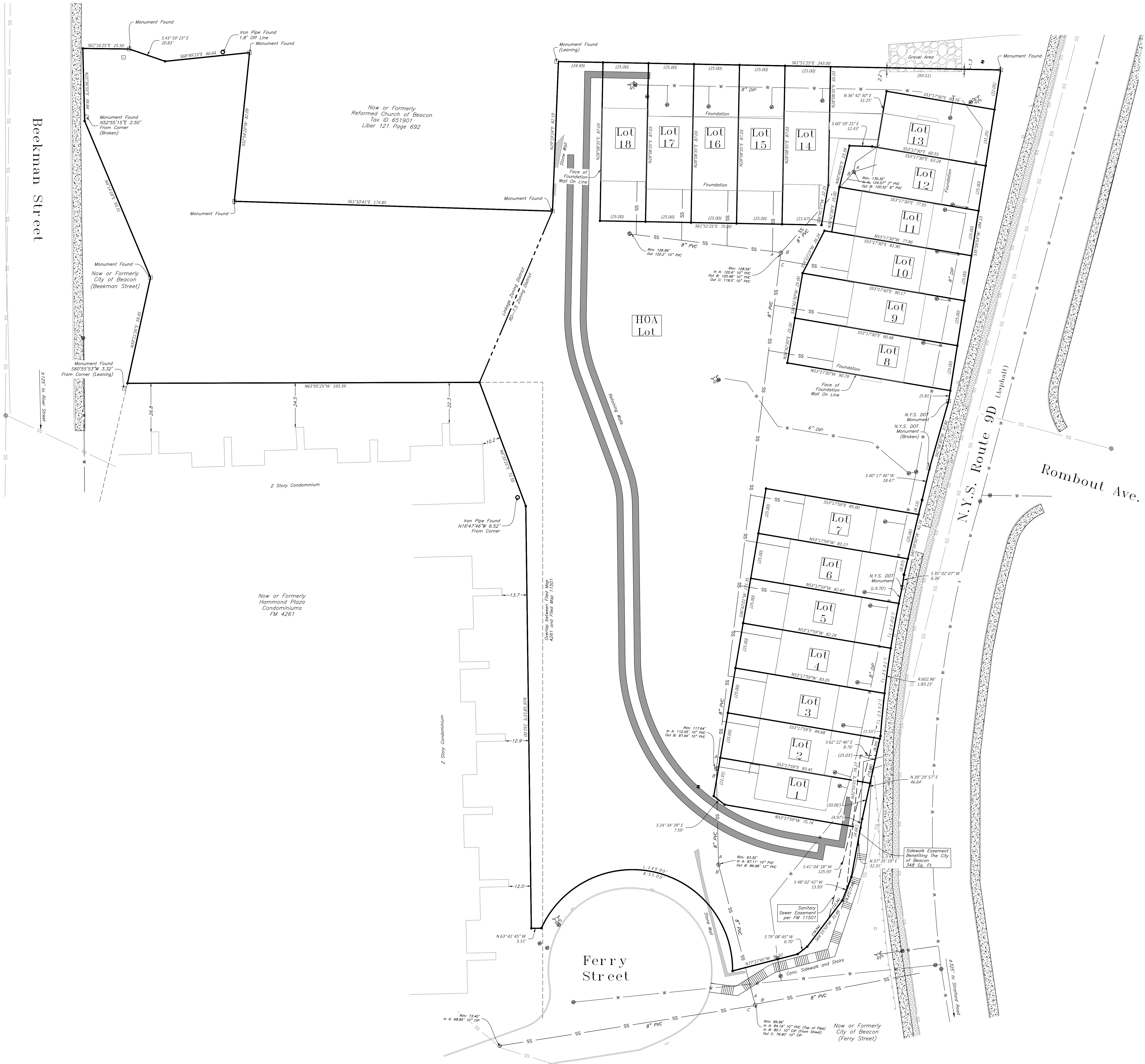
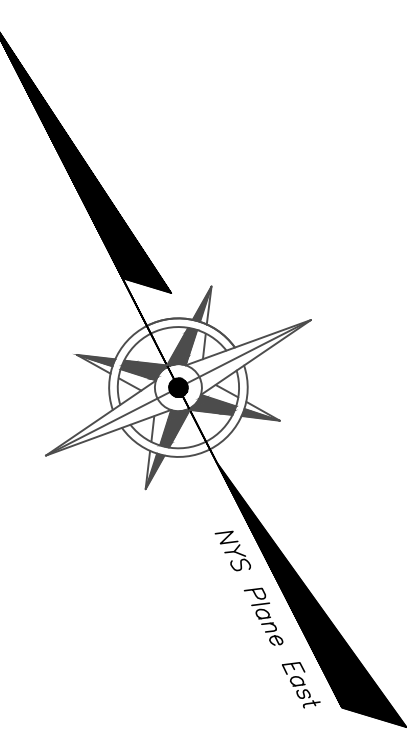
Blanket agreements and easements to be granted to the N.Y.S. DOT for access, utility, sidewalk and retaining wall maintenance purposes.

Blanket agreements and easements to be granted to the City of Beacon for access and utility maintenance purposes.

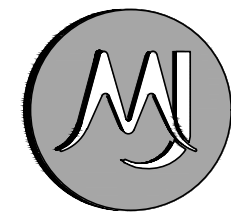
Subject to an Access and Utility Easement dedicated to the City of Beacon over, under and through all portions of the property shown on Filed Map 11501A for the purposes of (1) operating, maintaining, repairing, reconstructing, replacing and inspecting poles, lines, mains, conduits and appurtenances for the transportation and disposal of potable water and sanitary sewage in the locations shown on the Utility Plan, prepared by Hudson Land Design, Beacon NY, and filed simultaneously with Filed Map 11501A as Sheet 4 of 6, and (2) accessing the curb valve through any curb boxes to turn the water supply and sewer line off/on.



SITE LOCATION MAP
NOT TO SCALE

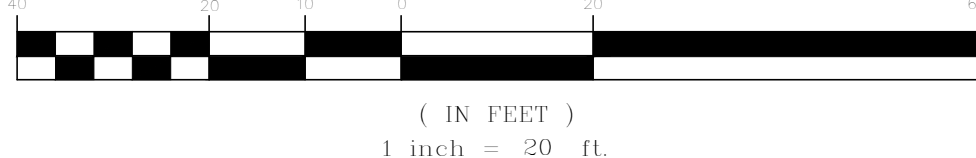


rev.	date	description
1	1/24/2022	REVISED PER CITY ENGINEER COMMENTS



Engineering and
Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

GRAPHIC SCALE



JOSEPH G. MALINOWSKI, P.L.S.
P.L.S. No. 050314

RIVER RIDGE TOWNHOUSES - EXISTING CONDITIONS
UTILITY AS-BUILT SURVEY
PREPARED FOR
RIVER RIDGE VIEWS, LLC
CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK

REV	DATE	DESCRIPTION
1	03/24/2021	AS-BUILT
2	04/27/2021	REVISED PER CITY ENGINEER COMMENTS

1 OF 1

BILL OF SALE

Know all men by these presents,

THAT RIVER RIDGE VIEWS HOMEOWNERS ASSOCIATION, INC. and
RIVER RIDGE VIEWS, LLC

whose address is 50 Red Schoolhouse Road, Fishkill, New York 12524

herein referred to as the Transferor/Seller, for and in consideration of the sum of **\$10.00**
(ten United States dollars) paid to the Transferor/Seller, at or before the ensealing and
delivery of these present by

CITY OF BEACON

whose address is One Municipal Plaza, Suite One, Beacon, New York
herein referred to as the Transferee/Purchaser, and for the good and valuable
consideration, the receipt whereof is hereby acknowledged, sells, transfers, sets over and
assigns to the said Transferee/Purchaser, free of all liens and/or encumbrances, all water
and sewer infrastructure systems, including, but not limited to, water mains, hydrants,
valves, sewer lines, manholes and all related components of the water and sewer systems
installed by River Ridge Views, LLC and/or River Ridge Views Homeowner's
Association, Inc. as designated on the attached survey entitled "Water and Sewer Utility
As-Built Prepared for River Ridge Views, LLC," prepared by MJ Engineering and Land
Surveying, P.C., dated April 27, 2021, except for water and sewer service lines which
shall remain under ownership and responsibility of the private landowner.

TO HAVE AND TO HOLD the same unto the Transferee forever, subject to
and the Transferor covenant and agrees, to and with the Transferee to warrant and defend
the sale of said infrastructure hereby sold, unto the Transferee against all every person
and persons whomsoever.

Transferor is the sole and absolute owner of the property described in the bill of
sale and has full right and authority to sell and transfer the same.

Said property and each and every part thereof, is free and clear of any and all
liens, mortgages, security interests, levies, debts, taxes or other claims or encumbrances.

The terms, covenants and agreements herein contained shall bind and inure to the
benefit of the respective parties hereto, and their respective legal representatives,
successors and assigns.

The gender and number used in the instrument are used as a reference term only
and shall apply with the same effect whether the parties are of the masculine or feminine
gender, corporate or other form, and the singular shall like wise include the plural.

IN WITNESS WHEREOF, the Transferor has signed and sealed these presents
this 9th day of February, 2022.

RIVER RIDGE VIEWS HOMEOWNERS
ASSOCIATION, INC.

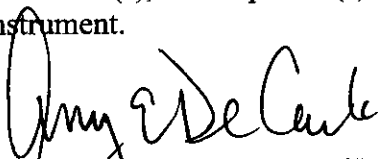
By: 
Gary Joseph, President

RIVER RIDGE VIEWS, LLC

By: 
Gary Joseph, Member

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

On the 9th day of February in the year 2022 before me, the undersigned, personally appeared GARY JOSEPH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

AMY E. DECARLO
Notary Public, State of New York
No. 01DE4903123
Qualified in Dutchess County
Commission Expires Aug. 31, 2025



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 40 OF 2022

**RESOLUTION ACCEPTING AN OFFER OF DEDICATION OF WATER AND SEWER
INFRASTRUCTURE AT RIVER RIDGE**

WHEREAS, River Ridge Views, LLC (“Applicant”) obtained approval from the City of Beacon Planning Board by Resolution dated March 13, 2018 for an 18-unit residential development along with associated infrastructure at 12 Ferry Street/Wolcott Avenue (a.k.a. Parcel L) pursuant to certain plans entitled, “River Ridge Townhouses,” prepared by Aryeh Siegel, Architect (the “Project”); and

WHEREAS, the Project included the installation of certain public infrastructure, including water and sewer infrastructure to be dedicated to the City of Beacon;

WHEREAS, the Applicant completed installation of the public water and sewer infrastructure and submitted an as-built survey along with an Offer of Dedication and a Bill of Sale for such improvements; and

WHEREAS, by letter dated February 1, 2022 the City Engineer advised that construction and testing of the water and sewer systems were observed by the City Engineer’s office and they were constructed in general conformance with the approved plans and all testing was conducted in compliance with the NYSDOH and NYSDEC requirements with acceptable results and therefore the City Engineer recommends acceptance of the water and sewer infrastructure as described in the Offer of Dedication.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby accepts the Offer of Dedication and Bill of Sale for the above-referenced water and sewer infrastructure as described therein, subject to the following conditions to be satisfied by the Applicant:

1. Submission of a one-year maintenance guaranty in a form acceptable to the City Attorney in an amount to be approved by the City Engineer.
2. Payment of all outstanding fees and professional review fees.

BE IT FURTHER RESOLVED, that the “Site Plan Bond” (performance bond) previously submitted by the Applicant, issued by Selective Insurance Company of America in the amount of \$260,000.00 and bearing Bond No. B 1211269, as well as a Surety Rider dated January 31, 2019, (together the Site Plan Bond and Surety Rider are referred to herein as the “Bond”), which Bond guarantees completion of all public improvements including sewer, water stairs and walkway, lighting, and as-built plans and engineering, as listed in the Performance Bond Estimate for River Ridge dated 11/29/18, last revised 1/14/19, which was accepted by the City Council by Resolution in February 2019, is hereby released due to the completion of the secured improvements.

BE IT FURTHER RESOLVED, that the Mayor and/or the City Administrator are authorized to execute any forms and documents necessary to effectuate the purpose of this Resolution.

Resolution No. 40 of 2022			Date: <u>February 22, 2022</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
02/22/2022

Title:

Resolution No. 41 - Authorizing the Mayor and City Administrator to Amend the Existing Sales Tax Agreement and to Execute a New Sales Tax Agreement with the City of Poughkeepsie and County of Dutchess

ATTACHMENTS

Draft Amendment to the 2013 Sales Tax Agreement with the City of Poughkeepsie and County of Dutchess

Draft Sales Tax Agreement with the City of Poughkeepsie and County of Dutchess

Resolution No. 41 - Authorizing the Mayor and City Administrator to Amend the Existing Sales Tax Agreement and to Execute a New Sales Tax Agreement with the City of Poughkeepsie and County of Dutchess

**AMENDMENT TO JUNE 14, 2013
SALES TAX AGREEMENT**

THIS AMENDMENT AGREEMENT, made as of March __, 2022, by and between the COUNTY OF DUTCHESS, a municipal corporation and political subdivision of the State of New York, having its principal office at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “COUNTY”), the CITY OF POUGHKEEPSIE, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Municipal Building, Poughkeepsie, New York 12601 (hereinafter referred to as “Poughkeepsie”), and the CITY OF BEACON, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at 427 Main Street, Beacon, New York 12508 (hereinafter referred to as “BEACON”),

WHEREAS, the parties hereto made and entered into a five (5) year agreement dated December 29, 1989 (County Contract No. 90-0050-FI) by which the Cities of Poughkeepsie and Beacon surrendered their rights of preemption to the New York State Sales and Use Tax, and

WHEREAS, said Agreement was renewed by Agreement dated November 14, 1994 (County Contract No. 95-0006-2/2000-FI) for an additional period of five (5) years, by Agreement dated January 18, 2000 (County Contract No. 00-0054-2/05-FI) for an additional period of five (5) years, by Amendment Agreement dated June 1, 2003 (County Contract No. 00-0054-02/05-FI-A1) to increase the county-wide Sales and Use Tax from 3% to 3.75% and to provide for the distribution thereof, and by Agreement dated June 14, 2013 (County Contract No. 13-0193-3/23-FI) for an additional period of ten (10) years, for a period expiring February 28, 2023, and

WHEREAS, it is the mutual desire of the parties to amend said June 14, 2013 Agreement upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto, through their Chief Executive Officers, having first obtained the consent of their legislative bodies and the New York State Comptroller, do hereby agree as follows:

1. The June 14, 2013 Sales Tax Agreement (County Contract No. 13-0193-3/23-FI) is hereby amended to add the following language to paragraph five (5): “Additionally, in 2022, the County shall distribute to the City of Poughkeepsie three million (\$3,000,000) dollars, pursuant to Section 1262(c) of the New York State Tax Law.”

2. Payment shall be made within one (1) month following the full execution of the Amendment Agreement
3. All other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement.

APPROVED AS TO FORM:

APPROVED: COUNTY OF DUTCHESS

Dutchess County Attorney

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO FORM:

APPROVED: CITY OF POUGHKEEPSIE

Corporation Counsel

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Robert Rolison, Mayor

APPROVED AS TO FORM:

APPROVED: CITY OF BEACON

City Attorney

APPROVED AS TO CONTENT:

City Administrator

By: _____
Lee Kyriacou, Mayor

[illegible]

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCUS J. MOLINARO, 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.

Notary Public

[illegible]

On this _____ day of _____, 2022, 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 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.

Notary Public

[illegible]

On this _____ day of _____, 2022, 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 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.

Notary Public

SALES TAX AGREEMENT

THIS AGREEMENT, made this _____ day of March, 2022, by and between the **COUNTY OF DUTCHESS**, a municipal corporation and political subdivision of the State of New York, having its principal office at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") the **CITY OF POUGHKEEPSIE**, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601 (hereinafter referred to as "POUGHKEEPSIE"), and the **CITY OF BEACON**, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at One Municipal Plaza, Suite One, Beacon, New York 12508 (hereinafter referred to as "BEACON").

WHEREAS, the parties hereto have made and entered into various Agreements pursuant to New York State Tax Law Section 1262(c), namely, in 1989 for a five (5) year term, in 1994, for a five (5) year term, and in 2000 for a five (5) year term, and

WHEREAS, on June 1, 2013, the Sales and Use Tax Agreement was amended by Contract No. 00-0054-2/05-FI-A1, as a result of the County wide Sales and Use Tax increasing from 3 to 3.75% pursuant to Chapter 58 of the Laws of 2020 and Tax Law Section 1210, and

WHEREAS, the parties hereto made and entered into a ten (10) year agreement effective March 1, 2013, and ending March 1, 2023, by which the Cities of Poughkeepsie and Beacon surrendered their rights of preemption to the Sales and Use Tax, and

WHEREAS, the parties had originally agreed to enter into a renewal or modification of the March 1, 2013 Agreement by December 1, 2021, to become effective on March 1, 2023, but by Memorandum of Agreement the parties extended the date by which they must renew or modify to June 1, 2022, in mutual interests and benefit of the parties, and

WHEREAS, it is the desire of the County to aid revenue generating capacity by the continuation of the County Sales And Use Tax at 3.75% as provided in the Tax Law of the State of New York, and for it to be uniformly applied in all areas of the County, and

WHEREAS, Poughkeepsie hereby declines its “right of preemption” of one-half (1/2) of the non-state sales and use tax collected within the City of Poughkeepsie, and

WHEREAS, Beacon hereby declines its “right of preemption” of one-half (1/2) of the non-state Sales And Use Tax collected within the City of Beacon, and

WHEREAS, Poughkeepsie and Beacon would be required to continue to surrender their respective “rights of preemption” in order for the County to continue to impose the uniform County wide Sales And Use Tax at 3.75% that being the maximum amount now permitted by State law, and

WHEREAS, it is in the best interests of the County, Poughkeepsie, and Beacon to come to mutual agreement as to distribution of County Sales and Use Tax without jeopardizing their respective abilities to raise revenue, and

WHEREAS, the County intends to set aside a certain amount of Sales and Use Tax revenue for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York, and

WHEREAS, the County intends to set aside a certain amount of said Sales and Use Tax net collections not set aside for County purposes as defined in Section 1262(c) of the Tax Law and to allocate the same to the Cities and areas in the County outside of the Cities as set forth herein, and

WHEREAS, Poughkeepsie and Beacon have each elected to receive said allocation in direct payments pursuant to Tax Law Section 1262(c) in lieu of a tax reduction of the County tax levied upon real property in Poughkeepsie and Beacon,

NOW, THEREFORE, the parties hereto, through their chief executive officers having first obtained the consent of their respective legislative bodies and the New York State Comptroller do hereby agree as follows:

1. The County will continue its Sales and Use Tax at no less than 3.75% during the term of this Agreement. The County's portion of the "net collection" set aside for County purposes shall be defined as the net collections of the Sales and Use Tax received from New York State, less distributions and areas outside the cities as set forth in paragraphs 5, 7 and 8 herein.

2. Poughkeepsie will not exercise its right of preemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York to be effective for each year of this Agreement as long as the County's Sales and Use Tax remains no less than 3.75%.

3. Beacon will not exercise its right of preemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York to be effective for each year of this Agreement as long as the County's sales and use tax remains no less than 3.75%.

4. The County shall in each year during the term of this Agreement distribute to the Cities of Poughkeepsie and Beacon, collectively, a percentage of the total County Sales and Use Tax revenue distributed by the State of New York to the County.

5. The percentage shall be distributed to Poughkeepsie and Beacon as follows:

(a) City of Poughkeepsie:

(b) 5.41% for fiscal years 2023, 2024, and 2025;

- (c) 5.63% for fiscal years 2026, 2027, 2028, and 2029; and
- (d) 6.02% for fiscal years 2030, 2031, and 2032
- (e) City of Beacon:
- (f) 2.35% on a fiscal year basis for 2023, 2024 and 2025;
- (g) 2.45% for fiscal years 2026, 2027, 2028 and 2029; and
- (h) 2.62% for fiscal years 2030, 2031 and 2032

6. Payments by the County shall be made directly to the Cities on the business day after receipt of the County's share of the sales tax proceeds from the State Commissioner, by ACH payment to a designated account or by check of the County Commissioner of Finance at the option of each City.

7. Commencing in 2023, the County shall annually deduct three hundred thousand (\$300,000) from the City of Poughkeepsie's total allocation set forth in Paragraph 5 of this Agreement in each year of this Agreement with the first deduction being collected by December 31, 2023.

8. The County shall in each year during the term of this Agreement, pursuant to and in accordance with Section 1262(c) of the Tax Law, allocate 9.5% of Sales and Use Tax to the areas outside the Cities of Poughkeepsie and Beacon, each town being allocated a proportionate share of the total allocation of 9.5% based upon its respective population as determined in accordance with the latest decennial federal census or special population census taken pursuant to Section 20 of the General Municipal Law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the County. Pursuant to Tax Law 1262(c), villages which have elected to be paid directly shall receive amounts determined by the ratio that the full valuation of real property in the village or

portion thereof within the town in which such village is located bears to be the full valuation of real property in the entire town. Allocations shall be made quarterly.

9. Except as provided in paragraphs 5, 7, and 8, hereof, all Sales and Use Tax moneys received by the County and not distributed as herein provided shall be retained by the County for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York.

10. The term of this Agreement shall be for a period of ten (10) years commencing as of March 1, 2023 and ending February 28, 2033, unless the parties shall enter into a renewal and/or modification thereof on or before June 1, 2032, to become effective upon the termination of this agreement.

11. In the event of the termination of this Agreement without renewal, Poughkeepsie reserves its right to re-exercise its right of preemption with respect to the levying and collection of Sales and Use Tax within Poughkeepsie, and Beacon reserves its right to thereafter exercise its right of preemption with respect to the levying and collection of Sales and Use Tax within Beacon, effective after March 1, 2032.

12. This Agreement shall become effective upon its execution by the chief executive officers of the respective parties, each having first obtained legislative consent thereto by their respective legislative bodies, and upon the further approval and consent of the Comptroller of the State of New York with respect to all agreements entered into between the County and the cities within the County providing for the distribution of Sales and Use Tax collected within the County, not reserved for County or educational purposes, to the areas within the County.

IN WITNESS WHEREOF, the parties have signed this Agreement.

APPROVED AS TO FORM:

APPROVED: COUNTY OF DUTCHESS

Dutchess County Attorney

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO FORM:

APPROVED: CITY OF POUGHKEEPSIE

Corporation Counsel

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Robert Rolison, Mayor

APPROVED AS TO FORM:

APPROVED: CITY OF BEACON

City Attorney

APPROVED AS TO CONTENT:

City Administrator

By: _____
Lee Kyriacou, Mayor

[illegible]

On this day of , 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCUS J. MOLINARO, 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.

Notary Public

[illegible]

On this day of , 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Rolison, 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.

Notary Public

[illegible]

On this day of , 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee Kyriacou, 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.

Notary Public



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 41 OF 2022

**RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO AMEND
THE EXISTING SALES TAX AGREEMENT AND TO EXECUTE A NEW SALES TAX
AGREEMENT WITH THE CITY OF POUGHKEEPSIE AND COUNTY OF DUTCHESS**

WHEREAS, the City of Beacon and the City of Poughkeepsie have previously entered into a Sales Tax Agreement with the County of Dutchess, which will expire in June of 2023; and

WHEREAS, the City of Beacon wishes to amend the existing ten-year agreement and enter into a new ten-year Sales Tax Agreement with the City of Poughkeepsie and County of Dutchess which is deemed to be in the interest of the involved parties.

NOW, THEREFORE, BE IT RESOLVED THAT that the City of Beacon City Council hereby authorizes the Mayor and City Administrator to amend the existing 2013 Sales Tax Agreement with the City of Poughkeepsie and County of Dutchess in the form annexed hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, the City of Beacon City Council hereby authorizes the Mayor and City Administrator to execute a new Sales Tax Agreement with the City of Poughkeepsie and County of Dutchess in the form annexed hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator are hereby authorized to execute any other documents related to the new Sales Tax Agreement and to the 2013 Sales Tax Agreement Amendment necessary for their implementation.

Resolution No. 41 of 2022			Date: <u>February 22, 2022</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call ☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
02/22/2022

Title:

Resolution No. 42 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections

ATTACHMENTS

Traffic Safety Committee Memorandum Regarding Recommendation to Add Stop Signs at Certain Intersections

Draft Local Law for Roadway Signage

Resolution No. 42 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections



CITY OF BEACON New York

PARKING AND TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

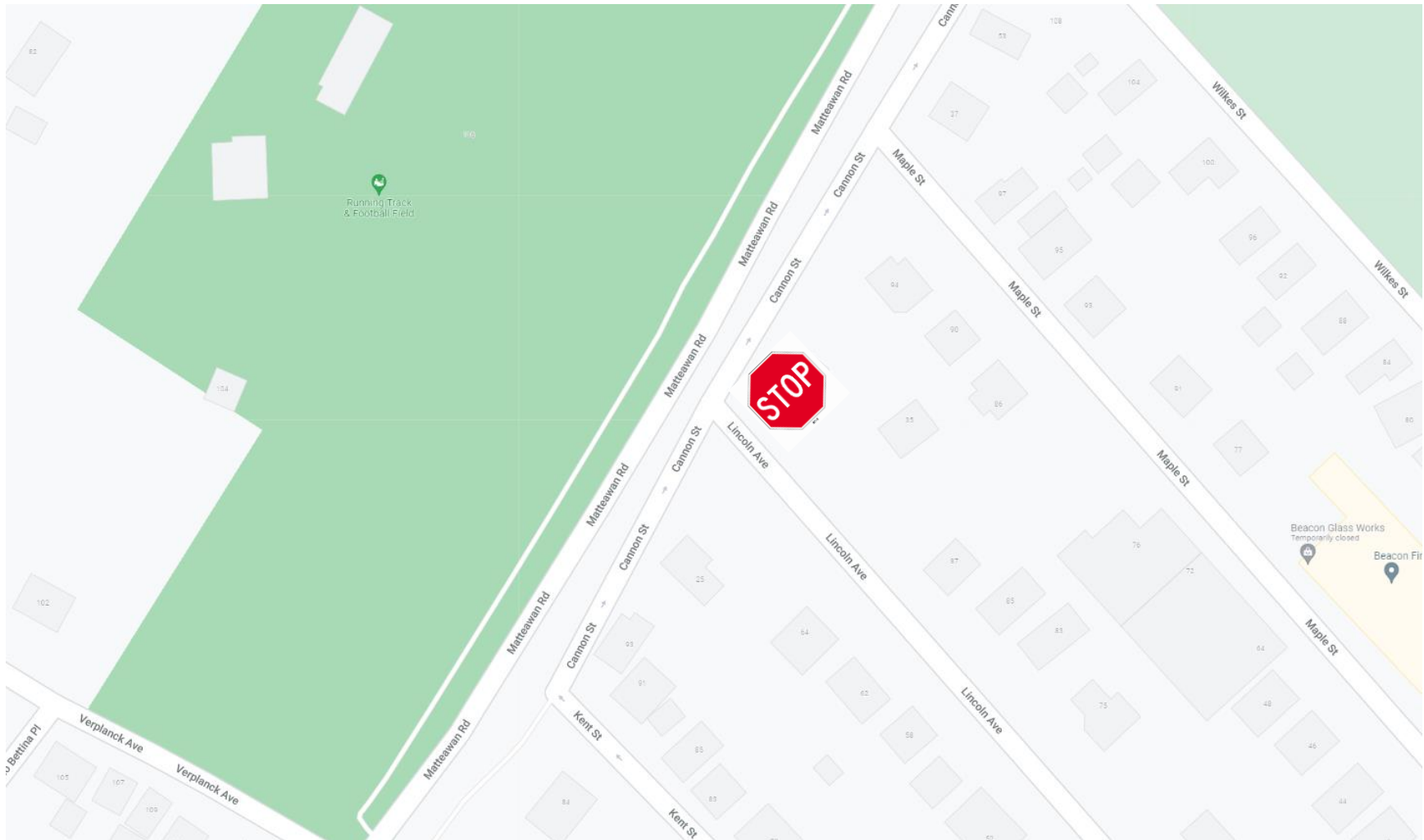
TO: Mayor Kyriacou and City Council

FROM: Matthew Dubetsky, Parking and Traffic Safety Committee Chair

RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic

DATE: February 9, 2022

The Parking and Traffic and Safety Committee reviewed a number of Traffic and Safety related issues and make the following recommendations to the City Council.



1. Codify an existing stop sign at the intersection of Lincoln Avenue and Cannon Street.



2. Install two stop signs along Depuyter Avenue at the intersection of Davison Street, in both the north and southwards direction.

CITY COUNCIL
CITY OF BEACON

LOCAL LAW TO AMEND CHAPTER 211, SECTION 10, SUBSECTION B
OF THE CODE OF THE CITY OF BEACON

A LOCAL LAW to amend Chapter 211, Section 10, Subsection B of the Code of the City of Beacon concerning stops signs on Depuyster Avenue and Lincoln Avenue.

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

Section 1. Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon is hereby amended to add stop signs on Depuyster Avenue and Lincoln Avenue as follows:

§ 211-10 Stop intersections.

...

B. Schedule VII: Stop intersections. In accordance with the provisions of Subsection A, described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At intersection of
<u>Depuyster Avenue</u>	<u>Both</u>	<u>Davison Street</u>
<u>Lincoln Avenue</u>	<u>Northwest</u>	<u>Cannon Street</u>

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211 of the Code of the City of Beacon is 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**

RESOLUTION NO. 42 OF 2022

**RESOLUTION SETTING A PUBLIC HEARING FOR MARCH 7, 2022 FOR A PROPOSED
LOCAL LAW TO AMEND CHAPTER 211, ARTICLE II, SECTION 10, SUBSECTION B OF
THE CODE OF THE CITY OF BEACON TO ADD STOP SIGNS AT CERTAIN
INTERSECTIONS.**

BE IT RESOLVED THAT the City Council hereby sets a public hearing for March 7, 2022 for a Proposed Local Law which amends Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon to Add Stop Signs at Certain Intersections

Resolution No. 42 of 2022			Date: <u>March 7, 2022</u>					
☐ Amendments			☐ On roll call			☐ 2/3 Required		
☐ Not on roll call.						☐ 3/4 Required		
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent	Tabled
		Paloma Wake						
		Justice McCray						
		George Mansfield						
		Wren Longno						
		Molly Rhodes						
		Dan Aymar-Blair						
		Mayor Lee Kyriacou						
Motion Carried								

City of Beacon City Council Agenda
02/22/2022

Title:

Approval of Minutes - February 7, 2022

ATTACHMENTS

[City Council Minutes - February 7, 2022](#)



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

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

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

Regular Meeting

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

Councilmembers Present

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

Also Present

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

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Recognition of City of Beacon Retirees](#)

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Notice of Meeting Location February 7, 2022](#)
2. [Resolution No. 26 - Appointing Joseph Oakes to the Position of Water and Sewer Maintenance Mechanic](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0

3. [Resolution No. 27 - Appointing Manuel Galarza to the Position of Maintenance Helper](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Longno.

Motion passes 7 – 0

4. [Resolution No. 28 - Appointing Peter Delfico to the Position of Senior Automotive Mechanic](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0

5. [Resolution No. 29 - Appointing Daniel Wysocki to the Position of Firefighter](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0

6. [Resolution No. 30 - Amending the 2022 Operating Budget](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember McCray.

Motion passes 7 – 0

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

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Mansfield.

Motion passes 7 – 0

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

Motion to pass the resolution by Councilmember Wake.

Second by Councilmember McCray.

Motion passes 7 – 0

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

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Mansfield.

Motion passes 7 – 0

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

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Longno.

Motion passes 7 – 0

11. [Resolution No. 35 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 31, Sections 8 and 10 of the Code of City of Beacon Concerning Residency Requirements for Career Firefighters and the FireChief](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0

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

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember Wake.

Motion passes 7 – 0

Approval of Minutes

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

Motion to approve the minutes from January 18, 2022 by Councilmember Mansfield.

Second by Councilmember Rhodes.

Motion passes 7 – 0

2nd Opportunity for Public Comments

Executive Session

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

Motion to move to executive session and to immediately adjourn from such by Councilmember Mansfield.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0

Adjournment

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember Longno.

Motion passes 7 – 0

City of Beacon City Council Agenda
02/22/2022

Title:

Executive Session

ATTACHMENTS