

- Call to Order
- Pledge of Allegiance
- Roll Call:

Council Member	Present	Excused	Not Present
Landisi, Jerry – Ward One			
Kelly, Charles – Ward Two			
Casale, Randy – Ward Three			
Fredericks, Marlene – At Large			
Mansfield, George – At Large			
Pasti, Sara – Ward Four			
Gold, Mayor Steve			
City Administrator			
City Attorney			

- **Public Comment:** Pertains to ANY items on the AGENDA or OTHER TOPICS each speaker may have one opportunity to speak up to four minutes.
- **Public Hearings:**
- **Comments on Any Public Hearing Notice**
- **Community Segment:** BVAC (Beacon Volunteer Ambulance Corp)
- **Approval of Minutes:** January 4, 2010 - (Approved at the 12/21 Meeting)  
January 6, 2010 - Special Meeting (Approved at the 12/21 Meeting)
- **Communications:**
- **Reports** - Reports to be typed or handwritten and to be forwarded to the recording secretary at [cswift@cityofbeacon.org](mailto:cswift@cityofbeacon.org).
  - City Administrator
  - Report of Activities
  - City Attorney – **First of the Month**
  - Council Reports of Activities
  - Mayor Report of Activities
  - County Legislator Reports
- **UNFINISHED BUSINESS:**
- **Resolutions:**
  1. **Special Use Permit** – Accessory Apartment – 41 Eliza Street – Owner Hector Cordera.  
**Set Public Hearing for Monday, March 15, 2010.** Tabled at 2/16/10 Meeting
- **Local Laws and Ordinances:**

**NEW BUSINESS:**

☛ **Resolutions:**

1. Approve Agreement Between the City of Beacon and the Scenic Hudson Land Trust.
2. Approve the Agreement between the City of Beacon and Beacon City School District for shared service.
3. Re-Appropriate prior years CDBG fund balances.

☛ **Local Laws and Ordinances:**

☛ **Ratifications**

☛ **Appointments**

☛ **Announcements:**

☛ **Budget Amendments:**

1. Amend the 2010 Sewer Fund Budget in the amount of \$45,000. These funds are to be amended to a Sewer Operations consultant expense (Code: G8130.450216) from the Sewer Wastewater superintendent salary expense (Code: G8130.100401).

☛ **Next Workshop:**           **Monday, March 8, 2010**

☛ **Next Council Meeting:**   **Monday, March 15, 2010 – *No Meeting On Monday, March 22nd***

☛ **Motion To Go Into Executive Session**

☛ **Adjournment**

CITY OF BEACON

CITY COUNCIL

Resolution No. \_\_\_\_ of 2010

**RESOLUTION TO APPROVE AGREEMENT BETWEEN THE CITY OF BEACON AND THE SCENIC HUDSON LAND TRUST**

**WHEREAS**, the City Council approves the execution of an Agreement between the City of Beacon and The Scenic Hudson Land Trust

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor of the City of Beacon is authorized to execute an agreement with Scenic Hudson Land Trust.

Resolution: of 2010		<input type="checkbox"/> AMENDMENTS			<input type="checkbox"/> 2/3 REQUIRED		
March 1, 2010		<input type="checkbox"/> NOT ON A ROLL CALL			<input type="checkbox"/> ON A ROLL CALL		
Motion	2 <sup>nd</sup>	Council member	Yes	No	Abstain	Reason	Absent
		Landisi Jerry					
		Kelly, Charles					
		Mansfield, George					
		Fredericks, Marlene					
		Casale, Randy					
		Pasti, Sara					
		Gold, Steve					

**Agreement Between  
The City of Beacon and  
The Scenic Hudson Land Trust, Inc.**

**For the: (1) design of a kayak pavilion, beach and renovation of the red barn; and (2)  
construction of a kayak pavilion and beach; all at Long Dock Beacon**

**DOS Grant #C006503**

**February 3, 2010**

This Agreement (the "Agreement") is made by The Scenic Hudson Land Trust, Inc. ("SHLT"), a New York not-for-profit corporation having an office at One Civic Center Plaza, Suite 200, Poughkeepsie, New York 12601 and the City of Beacon (the "City"), having offices at One Municipal Plaza, Beacon, New York 12508 authorizing the performance of certain services in accordance with the terms hereinafter set forth:

**WHEREAS:**

The City was awarded \$300,000 from the Environmental Protection Fund of the New York State Department of State (the "Grant") for the: (1) design of a kayak pavilion, beach and renovation of an 1860's barn building; and (2) construction of a kayak pavilion and beach; all located at Long Dock Beacon (collectively, the "Project"), as indicated on the approved Site Plan dated December 8, 2009, the certification for which is attached as Exhibit A, for a portion of a SHLT project known as the Scenic Hudson Park at Long Dock Beacon.

SHLT and Beacon Waterfront, LLC (BWLLC) each own separate portions of a 25±-acre parcel on the City's waterfront (the "Property") know as "Long Dock Beacon," on a portion of which the Project will be implemented. SHLT is the sole member of BWLLC and has secured the proper authorization from BWLLC to utilize its property at Long Dock Beacon for the Project.

On behalf of the City, SHLT drafted the proposal to New York State's Urban Waterfront Rediscovery Program for the Grant and has secured sufficient funding for the Grant's local match requirement.

The Project is part of a larger project SHLT is undertaking to create a park at Long Dock Beacon. Once the Scenic Hudson Park at Long Dock Beacon is completed, those portions of the Property developed with funding from the Grant will be open for public use.

SHLT granted a Public Access Easement to the Hudson Highlands Land Trust, Inc. dated September 30, 2009 and recorded in the Office of the Clerk of Dutchess County on October 29, 2009 as Document 02-2009-5604, which Easement assures public access over a portion of the Property adjacent to the Project. It is the intent of SHLT to grant a similar easement to the Project area to assure public access once the improvements contemplated by this Agreement are completed.

The Project and the Grant are additionally governed by the contract dated March 1, 2006 and subsequent amendments (collectively the "Contract"), between the City and the New York State Department of State (NYS DOS), which awarded the Grant, and which by this reference is incorporated herein. The Parties each acknowledge that they have received copies of the Contract and each amendment.

The City desires to hire SHLT to manage and coordinate the Contract, including the subcontracting of work to be performed in furtherance of the Project.

**NOW THEREFORE, the parties to this Agreement agree as follows:**

## **I. SCOPE OF WORK**

The Scope of Work for the Project shall encompass the following:

- a) SHLT shall manage and coordinate the Contract for the Project to be funded by the Grant.
- b) SHLT shall subcontract the Project in accordance with: (i) the permits received from the City, the New York State Department of Environmental Conservation, and the United States Army Corps of Engineers; and (ii) the terms of the Work Plan, attached as Exhibit B.
- c) SHLT shall maintain detailed books and accounting records, supported by original documentation, as to all expenditures made with respect to the Project.
- d) Upon completion of the Project, SHLT shall provide a statement to the City prepared by a NYS-licensed architect or engineer retained by SHLT that the work on the Project has been completed in accordance with the Contract and all permit requirements. SHLT shall also submit to the City two (2) copies of certified as-built plans when the Project is complete.

## **II PAYMENTS**

For the Project as a whole, the City shall pay SHLT three-hundred thousand dollars (\$300,000), which amount shall constitute full and complete compensation for all design services and capital construction performed by SHLT and its subcontractors and consultants, in furtherance of this Agreement. It is understood by the parties that such compensation shall be derived from the Grant.

Payments shall be made by the City to SHLT in installments for work satisfactorily completed by SHLT as evidenced by percent completion of the Work Plan. No monies shall be paid by the City except pursuant to payment requests by SHLT (in such form as the City may require), submitted not more frequently than once every thirty (30) days, containing documentation of the costs incurred, based on the portion of the Project which is substantially completed.

The final payment (which shall constitute not less than 10% of the total funds payable under this Agreement) shall further be conditioned upon receipt and approval of a payment request marked "FINAL," documenting all Project costs incurred and tasks completed.

### **III. NO RESPONSIBILITY**

SHLT acknowledges that the City shall have no responsibility to any of SHLT's subcontractors, agents or employees in connection with the performance by such subcontractors, agents or employees of any work or services in connection with the Agreement.

### **IV. OWNERSHIP OF IMPROVEMENTS**

It is agreed that all structures and improvements constructed or placed by SHLT on any part of the Property shall be the property of SHLT, and shall be subject to a public access easement to be granted by SHLT to a qualified entity to assure public access to the Project area at such time that the improvements contemplated by this Agreement are completed.

### **V. TERM**

The term of this Agreement shall be deemed to have commenced on February 1, 2005 (concurrently with the start date under the Grant), shall apply to any work already completed in furtherance of the Project, and shall terminate on December 30, 2010. The City Administrator shall have the option to extend the funding under this Agreement for a period of up to two (2) additional years, provided that the Grant funding for the Project is extended for an equivalent period.

### **VI. TERMINATION**

The City reserves the right to terminate the services of SHLT on account of a default by SHLT in discharging its obligations under this Agreement, if such default is not cured within thirty (30) days of written notice to SHLT by the City thereof. Any default notice shall set forth the basis for such default in reasonable detail and shall be sent by certified mail to SHLT at the address indicated in this Agreement. If the services of SHLT are terminated in accordance with the preceding provisions, the City will be responsible for payment of any work completed prior to such termination. The City's right to terminate this Agreement is limited solely to SHLT uncured default as provided in this paragraph.

### **VII. AMENDMENTS**

This Agreement may only be amended or modified by a duly executed written amendment, signed by the parties hereto.

### **VIII. INDEMNIFICATION**

SHLT shall be responsible for all its subcontractors, agents or employees in connection with their services under this Agreement. SHLT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that SHLT shall indemnify and save harmless the City from claims, suits, actions, damages and costs of

every name and description to the extent resulting from the grossly negligent performance of the services of SHLT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Grossly negligent performance of service within the meaning of the paragraph shall include, in addition to gross negligence founded upon tort, gross negligence based upon SHLT's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this provision or in this Agreement shall create or give third parties any claim or right of action against SHLT or the City beyond as may legally exist irrespective of this provision of this Agreement.

**IX. INSURANCE**

SHLT shall require all subcontractors to procure and maintain liability insurance and Workmen's Compensation insurance coverage naming the City as an additional insured as required during the course of this Agreement and furnish certificates of insurance evidencing a minimum of \$1 million per occurrence and \$2 million in the aggregate of coverage

**X. LAWS**

SHLT shall conform in all material respects to any federal, state, City, municipal, or local laws or regulations applicable to the performance of its obligations hereunder and SHLT shall procure at its own expense, subject to reimbursement as provided in Section II, any license or permit for the Project, and shall pay, subject to reimbursement as provided in Section II, any and all license fees whether of the City or otherwise.

This Agreement shall be interpreted in accordance with the laws of the State of New York.

**XI. MERGER**

It is understood that the Agreement, including all attachments, which by this reference are incorporated herein and made a part hereof, represents the entire Agreement of the parties hereto, and all previous understandings are merged herein.

**CITY OF BEACON**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

**THE SCENIC HUDSON LAND TRUST, INC.**

\_\_\_\_\_

**Steve Rosenberg**  
**Executive Director**

**Date**

CITY OF BEACON

CITY COUNCIL

Resolution No. \_\_\_\_ of 2010

**RESOLUTION TO APPROVE AGREEMENT BETWEEN THE CITY OF BEACON AND THE CITY OF BEACON SCHOOL DISTRICT FOR SHARED SERVICES**

WHEREAS, the City Council approves the execution of an Agreement between the City of Beacon and City of Beacon School District for Shared Services

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of Beacon is authorized to execute an agreement with City of Beacon School District for Shared Services.

Resolution: of 2010		<input type="checkbox"/> AMENDMENTS			<input type="checkbox"/> 2/3 REQUIRED		
March 1, 2010		<input type="checkbox"/> NOT ON A ROLL CALL			<input type="checkbox"/> ON A ROLL CALL		
Motion	2 <sup>nd</sup>	Council member	Yes	No	Abstain	Reason	Absent
		Landisi Jerry					
		Kelly, Charles					
		Mansfield, George					
		Fredericks, Marlene					
		Casale, Randy					
		Pasti, Sara					
		Gold, Steve					

**CITY OF BEACON**

**INTER-MUNICIPAL AGREEMENT**

This agreement is made and executed as of July 7, 2009, between the Beacon City School District, a school district of the State of New York, with offices at 10 Education Drive, Beacon, New York 12508 (hereinafter the "School District") and the City of Beacon, a municipal corporation of the State of New York, with offices at One Municipal Plaza, Beacon, New York 12508 (hereinafter the "City").

**WITNESSETH:**

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the School District is the owner of real property and facilities which is available for use by the public when such property and facilities are not needed for School District purposes; and

WHEREAS, the City is the owner of real property and facility which is available for use by the public when such property and facilities are not needed for City purposes; and

WHEREAS, the respective governing boards of the Beacon City School District and the City of Beacon have determined that it is in their mutual best interests to enter into this agreement for the purpose of allowing the City of Beacon to use the School property and facilities for the benefit of the residents of the City of Beacon and the School District and of allowing the School District to use the City of Beacon's property and facilities for the benefit of the residents of the City of Beacon and the School District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the City hereby agree to the following:

1. The School District hereby permits the City, through its Recreation Department, to use the School District's property and facilities listed in Appendix "A" of this Agreement at such times and under such conditions as may be agreed upon in writing by the School District's Superintendent of Schools, or his/her designee, and the Administrator of the City of Beacon, or his/her designee.
2. The City hereby permits the School District to use the City's property and facilities listed in Appendix "B" of this Agreement at such times and under such conditions as may be agreed upon in writing by the Administrator of the City of Beacon, or his/her designee, and the School District's Superintendent of Schools, or his/her designee.
3. Neither party may assign this Agreement without the prior written consent of the other party.
4. It is expressly understood and agreed that no intoxicating beverages or illegal substances shall be permitted on the property and facilities at any time.
5. It is expressly understood and agreed that no smoking or other tobacco use shall be permitted on the School District property and facilities at any time.
6. The City shall furnish, at the time of the signing of this Agreement and annually thereafter, during the term of this Agreement and any renewal hereof proof of insurance for the public liability and property damage in the amount of at least \$2,000,000 for personal injury and \$500,000 for property damage. The insurance policy will name the School District as an additional insured. The insurance shall remain in force at all times during the term of this Agreement, and any renewal hereof and shall provide for any notice of cancellation to be sent to the District at least 20 days prior to any cancellation. The School District may review the amount of insurance coverage each year and shall inform the City if additional insurance is required within 30 days after it receives the annual report. In addition, the School District shall furnish, at the time of the signing of this Agreement and annually thereafter, during the term of this Agreement and any renewal hereof proof of insurance for public liability and property damage in the amount of at least \$2,000,000 for personal injury and \$500,000 for property

damage. The insurance policy will name the City as an additional insured. The insurance shall remain in force at all times during the term of this Agreement, and any renewal hereof and shall provide for any notice of cancellation to be sent to the City at least 20 days prior to any cancellation. The City may review the amount of insurance coverage each year and shall inform the School District if additional insurance is required within 30 days after it receives the annual report.

7. The School District, in the spirit of cooperation, shall permit the City to use its property and facilities listed in Appendix "A" when insurance and other requirements are met. There shall be no fees charged by the School District unless the use of the facilities by the City generates costs to the School District for overtime or special equipment or services that are directly due to the use of the facility by the City. In such cases the charges to the City shall be for the actual costs to the School District.
8. The City, in the spirit of cooperation, shall permit the School District to use its property and facilities listed in Appendix "B" when insurance and other requirements are met. There shall be no fees charged by the City unless the use of the facilities by the School District generates costs to the City for overtime or special equipment or services that are directly due to the use of the facility by the School District. In such cases the charges to the School District shall be for the actual costs to the City.
9. This Agreement shall remain in effect for a period of five years, commencing July 1, 2009 and terminating June 30, 2014, unless terminated by either party upon at least one year's written notice to the other party. This Agreement may be renewed for additional periods of up to five years each, by mutual agreement of the parties hereto, after approval by the governing body of each party.
10. The use of School District and City facilities not listed in Appendix "A" and "B" shall be as mutually agreed to by the School District's Superintendent of Schools, or his/her designee and the City Administrator of the City of Beacon or his/her designee.
11. Each party shall comply with all applicable federal, state and local laws and ordinances relating to its operation and use of the property and facilities, as well as all policies, rules and regulations and procedures relating thereto.

12. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

13. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties' sole remedy shall be upon application to a court of competent jurisdiction in Dutchess County, New York.

14. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it a valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as in the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written,

**Beacon City School District:**

**Date:**

By: \_\_\_\_\_  
**Board President**

\_\_\_\_\_

**City of Beacon:**

**Date:**

By: \_\_\_\_\_  
**Mayor of Beacon**

\_\_\_\_\_

## Appendix "A"

### City of Beacon use of BCSD facilities

DESCRIPTION		HOURS
Soccer Camp	BHS Soccer Field	6 hours x 19 sessions
Tennis Camp	BHS Tennis Courts	5 hours x 6 sessions
Jazzercise	BHS Aux Gym	1 hour x 18 sessions
Jazzercise	Glenham Gym	2 hours x 41 sessions
Jazzercise	Sargent Gym	2 hour x 81 sessions
Rugby	RMS Field .	5 hours x 4 sessions
Woman's Volleyball	Rombout Gym	2 hours x 25 sessions
Men's Basketball	Glenham Gym	2 hours x 60 sessions
Youth Swim	BHS Pool .	3 hours x 18 sessions
Beacon Hoops	BHS Gym	4 hours x 2 sessions
Beacon Hoops .	BHS Community Room	3 hours x 2 sessions
Adult Kayak	BHS Pool	2 hours x 4 sessions
Recreation Meetings	BHS Community Room	3 hours x 7 sessions

# Appendix “B”

## BCSD use of City of Beacon Facilities

DESCRIPTION		HOURS
Girls Softball Practice and Games, March thru May Monday thru Saturday	1 Field	60 Uses
Boys Baseball Practice and Games, March thru May Monday thru Saturday	1 Field	60 Uses
Beacon High School Class picnic	Memorial Park Pavilion	1 Day
	Restroom Building	1 Day
JV Forrestal School Class picnic	Memorial Park Pavilion	3 Days
	Restroom Building	3 Days
Sargent School Class picnic	Memorial Park Pavilion	1 Day
	Restroom Building	1 Day
Rombout Middle School Gym Class	Memorial Park Field	60 Days
	Sept thru Oct & May thru June	60 Days
Salt and Sand Storage at Highway Department	Storage only, materials used are paid by BCSD	Year Round
Loading of salt and sand on BCSD equipment	26 occasions per season	
Spring Rolling	Soccer, Softball, Baseball, Football Fields, Football Rombout, All Soccer Fields Sargent	April 3 Days