



CITY OF BEACON, NEW YORK
ONE MUNICIPAL PLAZA
BEACON, NY 12508

Mayor Randy Casale
Councilman Lee Kyriacou, At Large
Councilman George Mansfield, At Large
Councilwoman Peggy Ross, Ward 1
Councilman Omar Harper, Ward 2
Councilwoman Pam Wetherbee, Ward 3
Councilman Ali Muhammad, Ward 4
City Administrator Anthony Ruggiero

**City Council Workshop Agenda
January 30, 2017**

Workshop Agenda Items:

1. Beekman Street Banners
2. Proposed Summer Camp Program
3. Review of Draft Local Law Regarding Affordable Housing
4. Review of Support Resolution for Energize NY Program
5. Schedule a Public Hearing to Receive Comment on an Amendment to Chapter 223 of the Code as it Relates to the Zoning Board of Appeals
6. Roseneth Estates LLC to Rosenethe Weber Properties, LLC
7. Capital Plan

Upcoming Public Hearings

1. Feb. 6 - Comprehensive Plan and Local Law Amending Zoning Map and Text Amendments

Executive Session:

1. Sale of Real Property

City of Beacon Workshop Agenda
1/30/2017

Title:

Beekman Street Banners

Subject:

Background:

ATTACHMENTS:

Description	Type
Beekman Street Banner Project	Backup Material
Res. Beekman Street Banners	Resolution



The Rutigliano Group
169 South Avenue
Beacon, New York
12508

Robert Rutigliano
845.838.0839
rrutig@optonline.net

Beekman Street Artist Banner Project Agreement - 2017

This agreement is between The City of Beacon and The Rutigliano Group Inc., and shall remain in effect from the date it is signed by both parties until the completion of the two (2) seasons of banner display on and near Beekman Street in Beacon, New York US, as described herein.

A. The Rutigliano Group Inc. shall provide the following:

1. Up to 20 double-sided full-color, custom art vinyl banners
2. Design and size customized to meet community specifications (13' x 4') – See specification document
3. Merchant sponsors' name displayed on lower portion of each banner
4. Duration of two (2) season display schedule (May – Oct 2017 & May – Oct 2018)
5. Hardware system designed to support two (2) season shelf life
6. Based upon industry standards free replacement of torn or damaged banners equaling 20% of the total population within 30 days of notification
7. Will cover production costs associated with this project with the exception of installation/removal
8. Monitoring and maintenance of banners as needed throughout their display period
9. The Rutigliano Group, Inc. will provide the city of Beacon with assurances that it has a license to display all artwork portrayed on any banner displayed herein.

B. The City of Beacon shall provide the following:

1. Agrees to give The Rutigliano Group Inc. the right to use The City's name with the preparation, production and marketing of the program set forth herein only
2. Access to the pole sites for banner placement and support of the installation
3. Initial installation and removal of all banners and hardware; removal of damaged banners and installation of replacement banners
4. Report torn or damaged banners in need of replacement to The Rutigliano Group Inc.

C. It is also agreed:

1. The Beekman Artist Street Banner Project is the sole property of The Rutigliano Group Inc. as a gift to The City of Beacon and the living artists. All rights are strictly reserved.
2. The images representing the work of the individual artists invited to participate remain the property of the individual artists or their assigns, The Rutigliano Group Inc., retain no right to copy other than the actual banner format for use in publicity directly related to the promotion of the project and of The Rutigliano Group Inc. as producers, The City of Beacon retains no right of copy other than materials provided by The Rutigliano Group Inc.
3. The actual produced banners become the temporary property of The City of Beacon during their residency on city property, until they are removed and returned to The Rutigliano Group Inc. for dispersal or destruction.
4. Agrees to not produce any other "artist" banners of same style without involvement and artist selection by The Rutigliano Group Inc. and partners, as per this project agreement
5. The city of Beacon releases the Rutigliano Group, Inc. and partners from any liability regarding banners upon taking possession and the Rutigliano Group, Inc. indemnifies and releases the City of Beacon from any liability relating to damage to said banners caused by anything other than the willful negligence of the City, its agents or employees.
6. While the intent is to keep the banners up for a minimum of two (2) seasons, the city may remove them at any time prior to the two (2) season period at their own discretion due to wear and tear, other technical or liability issues.

We, the undersigned, understand the above information and have full authority to sign this agreement.

The City of Beacon

The Rutigliano Group Inc.

Name Printed

Name Printed

Date

Date



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF
BEACON AND THE RUTIGLIANO GROUP, INC.**

WHEREAS, the City Council approves the execution of “Project Agreement 2017” between the City of Beacon and the Rutigliano Group Inc. regarding the Beekman Street Artist Banner Project; and

WHEREAS, the City Attorney has reviewed said Agreement and approved same,

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of Beacon is authorized to execute said Agreement with the Rutigliano Group, Inc.

Resolution No. _____ of 2017			Date: <u>February 6, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
		Motion Carried					

City of Beacon Workshop Agenda
1/30/2017

Title:

Proposed Summer Camp Program

Subject:

Background:

ATTACHMENTS:

Description	Type
Recreation Backup updated	Backup Material

After School Attendance

Session 1:

No Tuition Assistance

	Monday	Tuesday	Wednesday	Thursday	Friday	daily average
Forrestal	7	15	20	17	6	13
Sargent	13	17	21	26	15	18
South Ave	13	23	13	25	9	17
Grand Total	33	55	54	68	30	48

Forrestal	34
Sargent	55
South Ave	46
Total Enrollment	135

Session 2:

9 children / 6 families received tuition assistance

	Monday	Tuesday	Wednesday	Thursday	Friday	daily average
Forrestal	15	14	11	25	6	14
Sargent	12	19	20	15	14	16
South Ave	20	20	19	27	10	19
Grand Total	47	53	50	67	30	49

Forrestal	33
Sargent	45
South Ave	46
Total Enrollment	124

Session 3 (still enrolling)

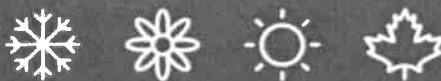
	Monday	Tuesday	Wednesday	Thursday	Friday
Forrestal	7	7	13	14	7
Sargent	9	8	16	9	4
South Ave	10	11	9	12	8
Grand Total	26	26	38	35	19

Forrestal	21
Sargent	28
South Ave	21
Total Enrollment	70

After School Expense Report 20 weeks

Expense	Description	Amount
Startup	Site prep and supplies	\$4,089.11
Advertising	2 sessions and summer	\$553.91
Background	OCFS staff background check	\$350.00
Consultants	3 sites-5 days	\$7,938.00
Payroll	8 staff & Asst Director	\$38,603.82
Snacks	BCSD Food service	\$1,122.43
Supplies	3 sites-5 days	\$2,962.60
Consultant Supplies	3 sites-5 days	\$201.18
Total Expense		\$55,821.05
Total Revenue		\$51,704.57
Net		-\$4,116.48

**BEACON
RECREATION**



Beacon Arts and Nature at the Settlement Camp**5 Weeks****July 10 to August 11****6 Hours****9:00am to 3:00pm (after care until 5pm)****48 Campers****48 Campers per week****BEACON
RECREATION**

Revenue	Estimate	Notes
Tuitions	\$42,000.00	5 wks x 48 campers/week = 240 spots x \$175
CIT-Counselor in Training	\$4,500.00	12 CITs for 2-3 week intervals paying \$75 each
CIT-CPR/ First Aid	\$600.00	12 CITs CPR/First Aid Fees
Extended Day	\$5,000.00	20 kids/week x 5 weeks x \$50/week
	\$52,100.00	

Expense		
Camp staff - Program Directors	\$21,600.00	2 Program Directors- Create curriculum and provide direct oversight of camp program and staff. Responsible for pre and post camp preparations.
Camp staff- Asst. Director	\$4,800.00	1 Co Director- Direct supervision of camp counselors and facilitates daily activities. Works with program directors to create curriculum.
Camp staff - Counselors	\$15,120.00	6 counselors- Direct supervision of campers in groups of 6-8. Provide supervision and support directors and instructors in daily activities.
WSI	\$1,250.00	WSI if swim is involved-\$25 hour/5 weeks/5 days/ 2 hours
Guest educator honoraria	\$0.00	Volunteer/ Local artists
Aftercare	\$720.00	2 counselors- \$12 hour/5 weeks/5 days/ 2 hours
Payroll Taxes	\$3,474.85	<u>@ 7.99%</u>
Training	\$270.00	1st Aid/CPR-9 Staff & 12 CITs @\$125
Permitting	\$200.00	
Supplies - Art	\$1,800.00	\$2 per day per child for supplies
Supplies - Medical/Snack	\$1,440.00	\$6.00/ 48 kids/ 5 weeks
Advertising	\$750.00	
Tshirts	\$750.00	125 shirts @\$6
	\$52,174.85	

Total Revenue	\$52,100.00
Total Expense	\$52,174.85
Net Revenue	-\$74.85



South Ave Summer Park Days

This would be a traditional free drop-in park program for children to participate in activities throughout the day. Summer Park Days staff provide quality recreational experiences that promote creativity, teamwork and healthy lifestyles. Activities include organized sports, arts and crafts, games, team building and nutrition lessons. We would be working

in partnership with the Kids R Kids Feeding Program that currently offers a free lunch program at the center in the summer months.

- Based on 8 weeks, 3 Days, 10am-2pm
- Drop In Park Program
- Lunch with Kids R Kids Feeding Program
- Sports-Games-Crafts

Revenue	Estimate	Notes

Expense		
Camp staff - Counselors	\$4,320.00	2 counselors- \$15 hour/8 weeks/3 days/6 hours
Payroll Taxes	\$346.00	<u>.@ 7.99%</u>
Training	\$60.00	1st Aid/CPR-2 @\$30
Supplies -	\$650.00	
	\$5376.00	
Total Revenue	\$0.00	
Total Expense	\$5376.00	
Net Revenue	-\$5376.00	

City of Beacon Workshop Agenda
1/30/2017

Title:

Review of Draft Local Law Regarding Affordable Housing

Subject:

Background:

ATTACHMENTS:

Description	Type
Affordable Housing Cover Memo K&B	Cover Memo/Letter
Affordable Housing JClarke Memo	Cover Memo/Letter
Affordable Housing Draft LL	Local Law

MEMORANDUM

TO: City of Beacon City Council

FROM: Keane and Beane, P.C.

RE: Proposed Revisions to Affordable Workforce Housing

DATE: January 26, 2017

Please find enclosed a working draft local law revising Chapter 223 Article IVB, Affordable-Workforce Housing. The revisions included in the draft local law are based on the Council's discussions and recommendations and the memorandum of John Clarke, dated November 2, 2016. Please also find attached a copy of John Clarke's memorandum.

Enc.

To: Mayor Casale, Anthony Ruggiero, Nick Ward-Willis, Tim Dexter
From: John Clarke, City Planner
Date: November 3, 2016
Re: Affordable-Workforce Housing

As requested, I reviewed the current Affordable-Workforce Housing (AWH) section of the Zoning Code, the latest drafts of proposed amendments, two July letters from Jennifer Van Tuyl representing comments from a group of local developers, and an August 9 memo from the City Attorney. I also met with Anne Saylor from Dutchess County Planning and Development regarding workforce housing issues and comparable inclusionary laws from other communities in Dutchess and Westchester counties (see <http://homes.westchestergov.com/resources/affordable-housing-ordinances/model-ordinance>).

The Westchester Model Ordinance Provisions are probably a better source for guidance, rather than other towns in Dutchess County, because they were negotiated between a broader range of government levels and housing advocates and because they are targeted at more densely settled areas. The inclusionary town laws from Pine Plains, Poughkeepsie, East Fishkill, and Fishkill involve more rural and suburban settings and do not have the strongest record of success.

The Beacon AWH law should also be understood as only one component of a broader array of options to promote more below-market-rate (BMR) housing. Beacon has long had subsidized housing units for lower income residents, most recently the two phases at the Meadow Ridge development. The City just sold its property south of the Municipal Building to an award-winning builder of affordable housing with plans for 73 new rent-limited apartments and artist lofts. Accessory apartments, allowed by zoning since 1989, provide a variety of smaller, more affordable units knit into neighborhoods without substantial impacts. After the 2007 Comprehensive Plan, the City adopted the Fishkill Creek Development, Central Main Street, and Linkage districts, all of which significantly increased the housing potential in these designated areas. When these districts are more fully built out, they should help contain the rise in market rate housing prices and provide a percentage of additional workforce housing through the AWH provisions.

With new buildings being proposed in multiple locations now is the time to update and implement the AWH law. Bringing in Hudson River Housing to work with developers and administer the program going forward is a great first step. I do not claim to be an expert on the details of inclusionary housing, but offer the following suggestions, mostly guided by the Westchester County model:

Unit Count. Reducing the unit threshold from 20 in the current law to 10 or more units is a reasonable approach to promote more workforce units and to avoid larger scale developers from dipping just below the 20-unit count to avoid the AWH provisions. I would stick with 10% BMR units, but clarify that any fraction at or above .5 should be rounded up to the nearest whole number and below .5 should be rounded down.

Percentage of Area Median Income (AMI). The proposal to set the maximum rent at 30% of 65% AMI, including utilities, targets that middle ground between low income subsidized units at or below 50% AMI and more market rate housing. An 80% AMI household can in many cases afford a moderately priced market rate rental unit. So 65% (or perhaps 70%) AMI supports a greater level of affordable rental needs and should remain in the proposal. For sale housing can be better justified at 30% of the 80% AMI level. Both of these percentages are more consistent with the Westchester model.

Developer Incentives. Developers still have to make the numbers work while providing the required affordable-workforce units, or nothing gets built. Especially since the City is proposing lower percentages of the AMI, various compensating incentives should be considered. A density bonus of one additional market rate unit for every BMR unit is certainly reasonable. It should be noted that the adopted Central Main Street and Linkage districts significantly increased the development potential over the previous zoning and do not have any maximum density limits to provide for density bonus calculations. Other incentives could include the ability for the Planning Board to waive up to 50% of the recreation fee for the BMR units, lower parking requirements, and a statement that the assessor should consider the affordable units when determining the full value assessment.

Payment In Lieu and other Options. The City is not in the best position to easily develop affordable-workforce housing and, in my opinion, should not be accepting payments as a substitute for the actual construction of BMR housing as part of the normal development process. However, providing some flexibility for developers is warranted. Traditional neighborhoods in the past more freely mixed lower income and higher income housing, not so much in the same buildings, but on the same streets or in close proximity. I suggest that the Planning Board be permitted an option to mix housing types on the same property or on adjacent blocks, with the workforce units in a separate building or buildings. A sunset provision to phase out the property restrictions after 40-50 years also makes some sense.

Amenities, Size, and Occupancy Standards. The goal is to create quality affordable-workforce housing units, not give a few lucky tenants access to luxury sized apartments with high-end amenities. All exterior finishes and appearances should be of similar quality, but interior finishes should be allowed to be less costly and it should be clearly stated that the size of the units may be reduced. I would increase the minimum studio apartment size to 400 feet, but raise the maximum number of persons to two. As for single-family or townhouse developments, frontage, building, and lot sizes may be reduced by up to 25% for affordable dwellings and two-family homes may be used.

Grandfathering of Current Provisions. To be fair to applicants that went through the process in good faith, the income standards and other provisions in the existing law should be applied to projects that have all planning approvals before the adoption of any revisions to the AWH law.

I look forward to talking with you about these suggestions and to working with the City Attorney to draft specific AWH modifications for the City Council's consideration.

DRAFT LOCAL LAW NO. ____ OF 2016

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW AMENDING
CHAPTER 223 OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to
amend Chapter 223,
Article IVB of the City
Code concerning
Affordable Workforce
Housing.

A LOCAL LAW to amend Chapter 223, Article IVB of the Code of the City of Beacon concerning Affordable Workforce Housing.

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

Section 1. Chapter 223, Article IVB of the Code of the City of Beacon entitled “Affordable Workforce Housing” is hereby amended as follows:

§ 223-41.8 Findings.

The City Council of the City of Beacon acknowledges the high cost of housing compared to average earnings in the City and County, and this trend has grown more noticeable as land and housing values have increased in recent years. Maintaining and ensuring a balanced mix of housing types and sizes that are affordable to a range of incomes is essential to ensuring the long-term health of the community. Such balanced housing stock enables a variety of residents to live and work in the City, maintain family ties, and participate in community services, such as emergency services. Balanced housing is also essential to attracting and maintaining an adequate workforce, a healthy business environment, and a balanced tax base that supports local services and the quality of life. It is therefore important for the City to maintain a mix of housing choices and to require the creation of new or rehabilitated below-market-rate (BMR) units in future renovation and development.

§ 223-41.9 **Provision of BMR units; payment in lieu thereof.**

To achieve the purposes above, the approval authority shall require that 10% of all projects containing ~~10~~ 20 or more apartment dwellings and/or attached dwellings (townhouses) as defined in ~~§ 223-41.10(F)(1)~~ ~~§ 223-63~~ of this chapter, shall be comprised of below-market-rate units as defined and regulated in this article. Any fraction at or above 0.5 shall be rounded up to the nearest whole number, and any fraction below 0.5 shall be rounded down. ~~Notwithstanding the requirement immediately above, the City Council, at its discretion, may allow the applicant to make a payment to the City in lieu of the provision of some or all of the required BMR units, in an amount determined by the City Council to be the value of the waived BMR units; said payment shall be made into a trust fund dedicated to the provision of affordable workforce housing in the City. Subject to the Planning Board's approval, Developer may provide BMR units mixed throughout the same building(s), in a separate building on the same property or on a separate property within a 1,000 foot radius of the project. Units designated as BMR units must remain affordable for a minimum of 50 years from date of initial certificate of occupancy for rental properties and from date of original sale for ownership units.~~

§ 223-41.10 **Below-market-rate units.**

- A. Finishes, amenities, size, distribution and mix. BMR units shall have the same quality exterior finishes ~~and general amenities comparable as compared~~ to the market-rate units within the overall development. Interior finishes and amenities for the BMR units shall be comparable to the market-rate units within the development, subject to approval by the Planning Board. ~~BMR shall be reasonably distributed throughout the project and t~~
The timing of the construction of the BMR units shall be in conjunction with the construction of the market rate units in the project. Further, the BMR units shall be provided in a mix of unit types in the same proportion as all other units in the development unless a different proportion is approved by the Planning Board as being better related to the housing needs, current or projected, of the City of Beacon.
- B. Minimum gross floor area. The size of the BMR multifamily units may be smaller than the market rate units, but notwithstanding other provisions of this chapter, the minimum gross floor area per dwelling unit shall not be less than the following:
- (1) Studio/efficiency unit: ~~350~~ 400 square feet.
 - (2) One-bedroom unit: 600 square feet.
 - (3) Two-bedroom unit: 800 square feet.
 - (4) Three-bedroom unit: 1,000 square feet.
 - (5) Four-bedroom unit: 1,200 square feet
- C. Occupancy standards. The minimum and maximum occupancy of a BMR unit shall be as follows:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
Studio/ efficiency	1	4 <u>2</u>
1	1	2 <u>3</u>
2	2	4
3	3	6
4	4	8

D. For townhouse developments containing BMR units, frontage, building size and lot size may be reduced by up to 25%.

E. BMR unit eligible household. Households must meet the criteria established in § 223-41.10(F)(1) ~~§ 223-63~~ of this chapter, within the definition of "BMR unit eligible household." Rental households shall be required to requalify with respect to said criteria on an annual basis.

F. Maximum rent and sales price.

(1) The monthly rent including utilities for BMR units shall not exceed 30% of the ~~maximum~~ aggregate gross monthly income of an eligible household. An eligible household is a household whose aggregate gross annual income, including the total of all current annual income of members residing in the household from any source whatsoever at the time of the application (excluding the earnings of working household members of 21 years of age or younger who are full-time students), does not exceed 70% of the Dutchess County median annual income for the actual size of the household that will occupy such unit as set forth in Subsection C above [based on the United States Census and as updated by the Department of Housing and Urban Development (HUD)]. ~~maximum aggregate gross monthly income of an eligible household as defined in § 223-63, under "BMR unit eligible household," for the actual size of the household that will occupy such unit as set forth in Subsection C above.~~ The maximum gross sales price for a BMR unit shall not exceed the maximum household expense of 30% of the aggregate gross monthly income of an eligible household as defined above ~~in § 223-63~~ for the actual size of the household that will occupy such unit as set forth in Subsection C above, relating to the sum of principal, interest, taxes, and insurance, based on industry-standard mortgage underwriting guidelines for a thirty-year fixed rate mortgage, prevailing interest rates, and a down payment of 5%.

(2) All projects approved by the Planning Board prior to the effective date of the proposed law (to be inserted), may continue to set a monthly rent including utilities for BMR units not to exceed 30% of 100% of the Dutchess County median annual income for the household size that will occupy such unit as set forth in Subsection C income for its household size [based on the United States Census and as updated by the Department of Housing and Urban Development (HUD)].

G. Categories of priority.

- (1) Households applying for BMR units shall be selected on the basis of the following categories of priority:
 - (a) Volunteer emergency responders for the City of Beacon who have served at least five years.
 - (b) City of Beacon municipal employees.
 - (c) All other residents of the City of Beacon.
 - (d) Employees of the Beacon School District.
 - (e) Other persons employed in the City of Beacon.
 - (f) The following relatives of residents of the City of Beacon: father, mother, son, daughter, brother, sister, grandparent, grandchild, father-in-law or mother-in-law.
 - (g) Other residents of Dutchess County.
 - (h) Other persons employed in Dutchess County.
 - (i) All others.
- (2) Within each of the above categories, the following special groups shall receive priority in the following order:
 - (a) Households whose head of household or spouse is 62 years of age or older.
 - (b) First-time homebuyers.
 - (c) Households whose head of household or spouse is 30 years of age or younger.
 - (d) Civil servants.

H. The deed, certificate of occupancy and/or rental agreement, as appropriate, for each BMR dwelling unit shall contain language, satisfactory to the City Attorney in form and substance, which states that the subject dwelling is a below-market-rate unit as defined in § 223-41.10(F)(1) ~~§ 223-63~~ of the Code of the City of Beacon, New York, and is subject to all restrictions and limitations as set forth therein.

I. Resale. In the case of owner-occupied BMR units, the title to said property shall be restricted so that in the event of any resale by the homeowner or any successor, the resale price shall not exceed the maximum sales price for said unit, as determined in

Subsection ~~F E~~, plus the depreciated value of capital improvements based on their estimated life for up to 5% of the price of the unit.

J. Lease of a BMR unit.

- (1) Individual BMR unit owners may lease their units to BMR eligible unit households, as defined in § 223-41.10(F)(1), for a period not exceeding two years, with the consent of the City Council ~~or its designee, for employment, health or other good reason as determined by the Council. Notwithstanding the sentence above, this time frame may be extended by the Council or its designee for good cause shown.~~
- (2) Applicants for rental BMR units, if eligible and if selected for occupancy, may sign a lease for a term of no more than two years. As long as a resident remains eligible and has complied with the terms of the lease, said resident shall be offered renewal leases for a term of no more than two years each. Renewal of a lease shall be subject to the conditions of federal, state or county provisions that may be imposed by the terms of the original development funding agreements for the development or to the provisions of other applicable local law.
- (3) If a resident's annual gross income should subsequently exceed the maximum income then allowable, said resident may complete their current lease term and shall be offered a market-rate housing unit in the development at the termination of such lease term. If no such dwelling unit shall be available at said time, the resident may be allowed to sign one additional one-year lease for BMR unit they occupy but shall not be offered a renewal of the lease beyond that expiration of said term.

K. Implementing regulations. The City Council may, by resolution, adopt specific regulations to foster the efficient and equitable implementation of this chapter.

L. Administration. The City Council shall be responsible for administering these regulations and may designate a board, commission or other organization to monitor compliance.

M. Developer Incentives. For every one BMR unit provided as part of the overall development, the developer shall have the right to one additional market rate unit above the maximum number otherwise permitted under applicable provisions of this Chapter. The Planning Board may grant up to 10 additional units. District building height requirements must be maintained, but the Planning Board may modify lot area per unit, setbacks, building coverage, number of units per building, and parking requirements to accommodate the bonus unit or units.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, the Chapter 223 of the City of Beacon is otherwise to remain in full force and effect and is 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

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 5. Effective Date

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

City of Beacon Workshop Agenda
1/30/2017

Title:

Review of Support Resolution for Energize NY Program

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Energize NY Support	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

RESOLUTION TO PARTICIPATE IN THE ENERGIZE NY RESIDENTIAL PROGRAM

WHEREAS, the City of Beacon wishes to participate in the Energize NY Residential program to extend the benefits of residential energy efficiency to the residents of the City, and

WHEREAS, the Energize NY program requires local community participation to maximize the messaging and outreach to drive demand for energy upgrades of homes; and

WHEREAS, the Energize NY program makes a toolkit of resources, including staff and print and online materials, available to member municipalities that agree to undertake the Energize NY Residential Program; and

WHEREAS, eligibility for participation is predicated upon the Consortium member municipality's adoption of the Energize Partnership Pact;

NOW, THEREFORE BE IT RESOLVED, that the City of Beacon hereby adopts the Energize Partnership Pact, which states as follows: Energize NY and the City of Beacon will work together to identify the key community resources, to wit, a Municipal Energize Liaison, Energize Champions, and Sponsors (a.k.a. Local Trusted Sources), to support the short and long term success of the Energize NY Residential program in the city of Beacon; and

BE IT FURTHER RESOLVED: that the City of Beacon authorizes the Mayor to appoint a municipal point of contact as Energize Liaison, a local sponsoring organization or organizations, an Energize Champion or Champions, with the understanding that the Liaison, sponsor(s) and Champion(s) will serve as the main points of contact between the Energize NY staff and the City of Beacon and its residents and civic associations and groups interesting in promoting residential energy efficiency.

Resolution No. _____ of 2017			Date: <u>February 6, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
		Motion Carried					

City of Beacon Workshop Agenda
1/30/2017

Title:

Schedule a Public Hearing to Receive Comment on an Amendment to Chapter 223 of the Code as it Relates to the Zoning Board of Appeals

Subject:

Background:

ATTACHMENTS:

Description	Type
Res.Sched PH Chapt 223	Resolution
LL Chapter 223 ZBA	Local Law



CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. _____ OF 2017

**A RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR FEBRUARY 21, 2017 TO
RECEIVE COMMENT CONCERNING A LOCAL LAW TO AMEND CHAPTER 223 OF THE
CITY CODE OF THE CITY OF BEACON CONCERNING
THE ZONING BOARD OF APPEALS**

BE IT RESOLVED that the City of Beacon hereby schedules a public hearing for February 21, 2017 at 7 p.m. at City Hall, One Municipal Plaza, Beacon, New York 12508 to receive public comment concerning a local law to amend Chapter 223 of the City Code of the City of Beacon concerning the Zoning Board of Appeals.

Resolution No. _____ of 2017			Date: <u>February 6, 2017</u>				
<input type="checkbox"/> <input type="checkbox"/> Amendments			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Mayor Randy Casale					
		Motion Carried					

LOCAL LAW NO. ____ OF 2017

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW AMENDING
CHAPTER 223 OF THE
CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend the
Chapter 223 of the City Code
concerning the Board of Appeals.

A LOCAL LAW to amend Chapter 223 of the Code of the City of Beacon concerning the Board of Appeals.

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

Section 1. Chapter 223, Section 54 of the Code of the City of Beacon entitled “Board of Appeals” is hereby amended as follows:

- A. A Board of Appeals, as heretofore established by City Council, is hereby maintained. The Board of Appeals shall consist of five members appointed by the Mayor, each to serve for a term of three years, except that the members of the first Board shall be appointed for the following terms: one member for one year, two members for two years and two members for three years. Vacancies for the unexpired terms of any members shall be filled for such unexpired period only.
- B. The Mayor shall designate a Chairman, or upon the Mayor's failure to do so, the Board of Appeals shall choose its own Chairman and, in his absence, an Acting Chairman. Such Chairman or, in his absence, the Acting Chairman may administer oaths and compel the attendance of witnesses.
- C. All meetings of such Board shall be open to the public. Such Board shall keep minutes of its proceedings, showing the vote of each member on every question. If any member is absent or fails to vote, the minutes shall indicate such fact. The concurring vote of three ~~four~~ members of the Board shall be necessary to decide in favor of the applicant on any matter upon which such Board is required to pass under the provisions of this chapter.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223 of the City of Beacon is otherwise to remain in full force and effect and is 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

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 5. Effective Date

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

City of Beacon Workshop Agenda
1/30/2017

Title:

Roseneth Estates LLC to Rosenethe Weber Properties, LLC

Subject:

Background:

ATTACHMENTS:

Description	Type
L&S Letter Rosenethe Weber	Cover Memo/Letter

LYONS & SUPPLE
ATTORNEYS AND COUNSELORS AT LAW
5 CLIFF STREET
PO BOX 227
BEACON, NEW YORK 12508

GREGORY D. SUPPLE*
PAUL B. SUPPLE

(845) 831-1234
FAX (845) 831-2268

Wappingers Falls Office:
92 E. Main Street, PO Box 46
Wappingers Falls, NY 12590

(845) 297-0600
(845) 297-8877

Please reply to Beacon office

Legal Assistants:
Felicia McKeon
Amy E. DeCarlo

James J. Lyons, Retired

*ALSO ADMITTED IN CA
- ALSO ADMITTED IN FL

December 2, 2016

Nicholas Ward Willis, Esq.
Keane & Bean
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601

Re: Roseneth Estates, LLC to
Rosenethe Weber Properties, LLC

Dear Nick:

As you are aware, Roseneth Estates, LLC purchased a parcel of land on South Avenue from the City of Beacon on January 10, 2014. A copy of the deed is enclosed for your reference. That deed contained certain restrictions that "there shall be no conveyance of any interest in the property until after the property has been subdivided into two lots and only then, may each lot be sold, but only after issuance of a Certificate of Occupancy for the lot being sold."

The redevelopment conditions do permit the Purchaser "to assign the contract to a newly formed corporate entity within the control of the Purchaser provided Purchaser discloses all shareholders or members of the newly formed corporate entity and each individual's ownership interest, Rodney Weber is the majority owner, and subject to the City's review and reasonable satisfaction of the entity to construct the project.


The property has now been subdivided and a building permit was issued to Roseneth Estates, LLC (Lot #2, FM 11720A) for the construction of a home for my clients, Christopher and Priscille Voekler. My clients now wish to acquire a 49% interest in the adjoining lot (Lot #3 FM 11720A) with the intention of building a second home on that parcel.

We therefore propose to form a new entity entitled, "Rosenethe Weber Properties, LLC" in which Roseneth Estates, LLC will have a 51% interest and Christopher and Priscille Voekler will have a 49% interest. Rodney Weber is the sole member of Roseneth Estates, LLC and will remain the majority owner of the property.

We therefore request that the City grant approval of our proposed conveyance of the premises from Rosenethe Estates, LLC to Rosenethe Weber Properties, LLC, which I believe meets the intent of the City's restrictions.

Very truly yours,

LYONS & SUPPLE



PAUL B. SUPPLE
PBS/aedc
Enclosure

QUITCLAIM DEED

(INDIVIDUAL OR CORPORATION)
FORM 8009

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY
ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 10th day of January, 2014

between

CITY OF BEACON, a Municipal Corporation, having its offices at One Municipal Plaza, Suite
One, Beacon, New York 12508 ✓

party of the first part, and

ROSENETH ESTATES, LLC, having an address of 2 South Street #5 PO Box 688, Beacon, New York 12508 ✓

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten dollars (10.00), lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Beacon, County of Dutchess and State of New York, more particularly described in Schedule "A" attached hereto. ✓

BEING the same premises conveyed to the City of Beacon by deed dated and recorded on October 25, 2011 as Document No. 02-2011-4953 of the Dutchess County Clerk's Office.

SUBJECT to Conditions of Sale annexed hereto as Schedule "B" and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

c/ba
46
408
250
5
14.00
1940

Title No. RGD 20326

Schedule A
(description)

All that certain piece, plot or parcel of land situate lying and being in the CITY OF BEACON,
COUNTY OF DUTCHESS, State of New York, bounded and described as follows:

BEGINNING at a point in the easterly line of South Avenue, said point being an iron pipe set
in a stonewall at the southwest corner of lands of Ralph Firman and others;

THENCE on a course along a line fence, South $48^{\circ} 09' 15''$ East 311.77 feet to a large cedar
tree;

THENCE South $50^{\circ} 27' 32''$ East 231.47 feet to a large white oak tree;

THENCE South $58^{\circ} 27' 18''$ East 138.27 feet to a line post;

THENCE along a line fence the following two courses:

North $40^{\circ} 32' 12''$ East 40.43 feet; and

South $46^{\circ} 29' 23''$ East 87.00 feet;

THENCE South $28^{\circ} 29' 04''$ West 35.81 feet to a point in a stonewall being the north corner
of lands of Kotardy;

THENCE North $66^{\circ} 01' 23''$ West 152.75 feet to an iron pipe set;

THENCE South $38^{\circ} 43' 15''$ West 405.00 feet to an iron pipe set;

THENCE South $49^{\circ} 37' 38''$ East 84.86 feet;

THENCE South $40^{\circ} 22' 22''$ West 471.424 feet to an iron pipe set, passing over iron pipes
found on a line marking the north and west corner of lands of Barbara Klein;

THENCE North $37^{\circ} 23' 18''$ West 66.50 feet to an iron pipe set in the north corner of lands of
John and Patricia Supple;

THENCE along the westerly line of Supple, South $39^{\circ} 16' 12''$ West 382.27 feet to an iron
pipe set in a stone wall being the easterly line of South Avenue;

Unpaid / Unofficial Doc

Unpaid / Unofficial Document

Document

Title No. RGD 20326
Schedule A Cont'd
(description)

THENCE along a stone wall being the easterly line of South Avenue the following courses:

North 36° 09' 18" West 71.82 feet;
North 20° 06' 54" West 120.70 feet;
North 07° 15' 28" West 267.07 feet;
North 14° 28' 10" East 68.64 feet;
North 22° 06' 22" East 223.08 feet;
North 25° 59' 22" East 125.51 feet;
North 35° 39' 33" East 351.36 feet;
North 16° 41' 05" East 127.32 feet; and
North 12° 14' 11" East 174.84 feet to the point or place of BEGINNING.

TOGETHER with a right of way for all purposes over a strip of land 33 feet wide running from the lands hereby described easterly to the westerly side of Sargent Avenue, being more further described as follows:

BEGINNING at a point in a stonewall, said point being the north corner of lands of Kotardy also being Lot No. 13 on a certain map entitled, "Wodnethe Residential Area Section" filed in the Dutchess County Clerk's Office on December 8, 1955 as Map No. 2655;

THENCE South 46° 44' 28" East 737.45 feet to the westerly line of Sargent Avenue;

THENCE northeasterly along the westerly line of Sargent Avenue 33 feet +/-;

THENCE North 46° 44' 28" West 737.45 feet +/- to the easterly line of lands hereby described;

THENCE South 23° 29' 04" West 33 feet +/- to the point or place of BEGINNING.

Conditions of Sale

I. Redevelopment Conditions

1. The property shall comply with Sections 107.2, 302, 303 and 307 of the Property Maintenance Code of the State of New York and Chapter 92 of the City of Beacon Code.
2. Within thirty (30) days of closing Purchaser will commence and clean the real property removing invasive species, dying or dead growth in accordance with applicable permit requirements over a period of ninety (90) days. At that point Purchaser will submit a two (2) proposed lot sub-division, weather permitting. Purchaser's application will include a preliminary plat in accordance with 195-27 of the City of Beacon subdivision regulations. The existing multiple lot subdivision will be abandoned and combined into two (2) approximately seven (7) acre lots upon Municipal approval of the two (2) lot subdivision approval.
3. Purchaser agrees to a deed restriction that after the two lot subdivision has been approved, there will be no further subdivision of the Premises being conveyed.
4. Purchaser agrees that on each of the two (2) lots to be created, there will be constructed a one (1) single family home of a minimum size of 2000 square feet and a potential accessory building used as a guest house no larger than 1330 square feet. In the event the home exceeds 3000 square feet the guest house shall not exceed 2000 square feet. The guest house will be defined as a finished living space within a detached accessory building located on the same premises for use without compensation. Each of the two (2) building lots shall have its own separate driveway and the respective guest house shall use the driveway of each building lot.
5. The guest house shall be of similar design and construction to compliment the primary dwelling house.
6. Purchaser agrees to a deed restriction that the two lots will be used for residential purposes only, consistent with the City's Zoning Ordinance.
7. Construction of the two homes, any guest house and any accessory structures on the lot shall take into consideration the historical nature of the neighborhood and surrounding historical estate properties while preserving the large portion of the features of the original Roseneth Estate.
8. Purchaser acknowledges the City is not making any guarantee as to the approval of any land use approvals or permits required for this project and Purchaser is proceeding at its own risk.
9. Purchaser shall diligently pursue obtaining subdivision approval.
10. Purchaser shall submit a complete Building Permit application for a single family home within 45 days of final subdivision approval.

11. Purchaser shall commence Construction within 30 days of issuance of a Building Permit.
12. Purchaser will diligently pursue construction and obtain a Certificate of Occupancy for a preliminary dwelling within one (1) year of the date of issuance of the building permit.
13. As the City selected Purchaser based upon its review of responses to its request for proposals and upon the understanding Purchaser will be the entity developing the property, there shall be no conveyance of any interest in the property until after the property has been subdivided into two lots and only then, may each lot be sold, but only after issuance of a Certificate of Occupancy for the lot being sold. Notwithstanding this paragraph, Purchaser may assign this contract to a newly formed corporate entity within the control of the Purchaser provided Purchaser discloses all shareholders or members of the newly formed corporate entity and each individual's ownership interest and Rodney Weber is the majority owner and subject to the City's review and reasonable satisfaction of the entity to construct the project.
14. Any requests for an extension of time frames set forth in Paragraphs I through 13 above shall be subject to the approval of the City Council.

II. Restrictions on Use of the Property

15. All improvements must be made in compliance with the Building Code and Zoning Ordinances of the City of Beacon and all other applicable codes, rules, and standards.
16. Vacant individual lots of land are required to comply with the applicable sections of Chapter 3 of the PMCNYS.
17. The property must be kept free from all accumulation of construction debris and materials at all times.

III. Condition of Property

18. The property is being sold upon the condition that all or any part thereof shall not be used as a used car lot, junkyard or for any other dangerous, noxious or offensive purpose or establishment whatsoever. The deed shall contain language to this effect.
19. All lands and premises are sold in an "AS IS" condition. The City has performed NO inspections to verify any of the land or premises that are being sold in an "AS IS" condition. Premises which are occupied shall be sold "AS IS" and a landlord/tenant relationship does not exist between the City and the occupant.

IV. Miscellaneous Matters

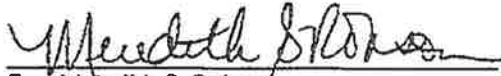
20. Except as specifically provided for in the Conditions of Sale, the City of Bacon makes no representation and gives no warranties as to the environmental conditions of the aforesaid lands and premises (the Property).
- a. For the purposes of these conditions, "Environmental Laws" mean Federal, State and local laws and regulations, common law, orders, and permits governing the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. as amended (CERCLA); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901, et seq.; the Clean Water Act, 33 U.S.C. 1251, et seq.; the Clean Air Act, 42, U.S.C. 7401, et seq.; The Toxic Substance Control Act, 15 U.S.C. 300f through 300j; Et seq. and any amendments thereto together with any other similar laws regulating the environment existing at the time of coming into existence in the future.
 - b. Purchasers of the Property acknowledge that they are taking the Properties subject to all environmental conditions existing at the Properties.
 - c. Purchasers agree to indemnify, defend, and hold harmless the City of Beacon from all liability for any claims relating to any contamination, or violations of any Environmental Laws, as defined above regardless of whether relating to conditions existing prior to or following closing.
 - d. The representatives and warranties contained in Paragraph 14 shall survive closing.
21. If, for any reason, a marketable title cannot be delivered by settlement day, because of certain defects against the title then held by the City, the City reserves the right to extend the date of the delivery of such Deed or Deeds for a reasonable time, not to exceed ninety (90) days, so that such defects may be removed. In case such defects cannot be removed within a reasonable time, the purchaser or the City shall have the option of canceling this Agreement of Sale. In the event the City cannot convey a marketable title to any of the above parcels, and the purchaser or the City exercises its option to cancel this Agreement by providing written notice to the City and/or Purchaser, the City shall return all monies paid by the purchaser to the City on account of this Agreement. After the City returns said monies, the parties to this Agreement shall have no further obligation to one another respecting this Agreement of Sale.
22. The Purchaser shall have the option of postponing for not more than thirty (30) days after the settlement date scheduled by the City for the sole purpose of examining the title of the lands and premises. If the City cannot convey marketable title to the land and premises, then the purchaser or the City shall have the option of canceling this Agreement of Sale as provided in subparagraph 15 above.
23. Said lands and premises shall be sold subject to specific conditions and compliance with those conditions within the timeframes, as outlined herein. If such specific conditions are not satisfied within the specified times outlined

herein, the premises shall revert to the City, free and clear of any and all claims, encumbrances or other liens.

24. The City reserves the right to extend or modify for good reason any of the conditions listed above.
25. The City of Beacon retains a reversionary interest in all tracts sold for the purpose of assuring compliance with the Conditions of Sale. This revisionary interest shall be set forth in the Deed and shall be binding upon any successor owner of the Property until such time as all conditions have been satisfied.
26. If Purchaser fails to comply with any of the conditions set forth in these Conditions of Sale, the City shall provide purchaser a Notice of Failure to Comply with Terms and Conditions of Sale. Purchaser shall have thirty (30) days after receipt of such Notice to comply. If, purchaser has failed to correct the condition that is set forth in the Notice by the end of thirty (30) days or as such time as may be extended in writing by the City, the City Council and City of Beacon shall at its regularly scheduled meeting, adopt a Resolution declaring purchaser to be in default. Purchaser agrees that upon receipt of a Certified copy of the Resolution adopted by the City Council declaring Purchaser to be in default of these terms and conditions of sale, Purchaser shall, within ten (10) days execute a deed conveying the property to the City at no cost. In the event Purchaser fails to execute the deed, the City shall have the right to commence an action in Supreme Court, Dutchess County compelling Purchaser to execute the deed and convey the property to the City. Purchaser shall be responsible for all legal fees and expenses incurred by the City in preparing the Notice, Resolution and costs associated with any litigation.
27. Purchaser is aware the City acquired the subject property pursuant to an In Rem tax foreclosure proceeding and it is the intent of the City to have the property restored to the Tax Roll. As a condition of this sale, in the event this Property is not presently on the tax roll and assessed real property taxes, Purchaser agrees to pay its proportionate share of city, county and school taxes at closing in an amount equal to that which it would have been apportioned if the subject property were still on the City's assessment roll. If the Property is not listed on the Assessment Roll (or will not be listed when the Assessment Roll is next published), purchaser shall make no objection to the Property being restored to the tax roll and the Property being assessed omitted taxes, which shall be Purchaser's obligation to pay. In no event shall the City be responsible for the payment of any property taxes.
28. In accordance with NYS Tax Law §1405, purchaser shall be responsible for paying the New York State real estate transfer tax.
29. All of the terms, obligations and conditions set forth in paragraphs 1 to 26 shall survive the closing.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

CITY OF BEACON



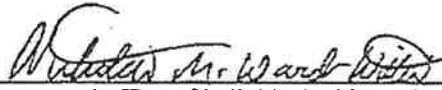
By: Meredith S. Robson
Title: City Administrator

STATE OF NEW YORK)

COUNTY OF DUTCHESS)

ss.:)

On the 10th day of ^{January} ~~November~~, 201⁴, before me, the undersigned, personally appeared MEREDITH S. ROBSON personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



(signature and office of individual taking acknowledgment)

NICHOLAS M. WARD-WILLIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02W45027769
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES MAY 16, 1999

2014

Quitclaim Deed

Grid No(s): 5954-15-716481, 5954-50-716501
5954-50-719516, 5954-50-722531
5954-50-728545, 5954-50-734559
5954-50-736575, 5954-51-758550
5954-50-761569, 5951-50-746510

RECORDED AT REQUEST
OF RG AGENCY
PO BOX 431
PEEKSKILL, NY 10566
914-739-2700
RETURN BY MAIL TO

Return By Mail To:

John H. Hersh, Esq.
1019 Park Street
Peekskill, New York 10566

Rob 20326

City of Beacon Workshop Agenda
1/30/2017

Title:

Capital Plan

Subject:

Background:

ATTACHMENTS:

Description

Capital Plan 2017

Type

Backup Material

CITY OF BEACON CAPITAL PLAN 2017 - 2026										
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
HIGHWAY:										
<u>PUBLIC BUILDINGS</u>										
Design and Construction Documents of New Firehouse	\$ 575,000									
Tompkins Hose Boiler	\$ 35,000									
Municipal Building Access Control System	\$ 52,722									
Memorial Building Exterior Painting	\$ 32,520									
Municipal Center Exterior Signage System	\$ 13,000									
Municipal Center Landscaping and Exterior Work	\$ 30,000									
Memorial Building Replace A/C Unit		\$ 45,000								
Memorial Building Windows		\$ 60,000								
Municipal Building Roof		\$ 235,000								
Transfer Station Remove Incinerator		\$ 12,000								
Recreation Center Street Building Roof		\$ 35,000								
Paint Decorative Street Lights City Wide		\$ 54,420								
Memorial Building Remove and Re-pour Front Landing			\$ 15,000							
Memorial Building Repair Retaining Wall @ Side Entrance by MHL			\$ 12,000							
<u>PARK</u>										
South Avenue Fence and Retaining Wall	\$ 37,000									
Memorial - basketball court resurfacing	\$ 40,000									
Riverfront Park 20x30 Pavilion & Pad	\$ 30,000									
Riverfront Park Basketball Court Restoration/Fencing and Parking Lot/Walkway Expansion			\$ 315,000							
USC 20x30 Pavilion & Pad	\$ 30,000									
USC Pool Building	\$ 350,000									
Memorial - replace park shed		\$ 300,000								
Memorial - Tennis Court/Pickle Ball										
South Avenue/Green Street - replace retaining walls		\$ 40,000								
USC Theater Caterers Pavilion		\$ 27,000								
USC Theater Parking and Patios			\$ 25,000							
USC Pool Restoration -Fiberglass			\$ 150,000							
Memorial (Hilltop) 20x30 Pavilion				\$ 27,000						

CITY OF BEACON CAPITAL PLAN 2017 - 2026										
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>ROAD RECONSTRUCTION</u>										
Phillips Street (9D to Kristy), Engineering	\$ 79,250									
Kristy Drive (Drainage - Slip Line) Engineering	\$ 15,000									
Kristy Drive (Drainage - Slip Line), Construction	\$ 335,000									
Phillips Street (9D to Kristy), Reconstruction		\$ 2,729,750								
East Willow Street (Wilkes to Forest Ln) Survey, Engineering		\$ 62,500								
East Willow Street (Wilkes to Forest Ln) Reconstruction			\$ 2,820,000							
North Walnut (Verplanck to Tilden) Survey, Engineering			\$ 124,580							
Main Street (South Street and Herbert Street Engineering and Survey			\$ 40,000							
Main Street (South Street and Herbert Street Construction			\$ 515,875							
North Walnut (Verplanck to Tilden) Reconstruction				\$ 3,641,000						
Kent Street (Fishkill Ave. to Cannon St.) Survey & Engineering				\$ 59,900						
Kent Street (Fishkill Ave. to Cannon St.) Reconstruction					\$ 1,590,220					
Spring Street (Washington to Liberty) Survey & Engineering					\$ 48,900					
Spring Street (Washington to Liberty) Reconstruction						\$ 1,497,154				
Dutchess Terrace (Verplanck to Dead End) Survey, Engineering						\$ 99,560				
Dutchess Terrace (Verplanck to Dead End) Reconstruction							\$ 2,740,485			
<u>SIDEWALKS</u>										
South Avenue (Commerce to Rombout), replacement, both sides - Survey & Engineering	\$ 37,600									
South Avenue (Commerce to Rombout), replacement, both sides		\$ 416,760								
<u>POLICE</u>										
Downtown Cameras	\$ 65,000									
<u>FIRE</u>										
Replace 1986 Pumper		\$ 500,000								
Generator Replacement - Beacon Engineer		\$ 17,500								
Purchase of Property for Consolidated Fire Stations			\$ 1,000,000							
Replace Portable Fire Radios				\$ 24,000						
Replace Rubber Fire Boat					\$ 110,000					
Replace 1993 Pumper						\$ 600,000				
Replace 12 SCBA Harness/Bottles						\$ 120,000				
TOTAL ANNUAL PROJECT AMOUNTS	\$ 1,950,092	\$ 5,357,430	\$ 6,280,455	\$ 4,187,900	\$ 2,297,120	\$ 2,567,714	\$ 3,290,485	\$ 875,000	\$ 722,000	\$ -

CITY OF BEACON WATER CAPITAL PLAN 2017-2026										
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>WATER MAIN IMPROVEMENTS</u>										
Phillips Street (Wolcott to Kristy) Survey, Engineering	\$ 17,300									
Cherry Street Surveying, Engineering	\$ 7,500									
Phillips Street (Wolcott to Kristy) Reconstruction		\$ 587,468								
Cherry Street Reconstruction		\$ 90,000								
Fulton Ave., Fowler St., Vine St. area 1,600 ft. undersized		\$ 510,000								
Wilson St. (Liberty St. to dead end) 2,000 ft. undersized		\$ 553,000								
Cargill Line (well field to Route 9) Surveying & Engineering		\$ 86,000								
East Willow Street, Engineering		\$ 12,000								
Cargill Line (well field to Route 9) Construction			\$ 1,030,000							
East Willow Street Reconstruction			\$ 432,000							
North Walnut (Verplanck to Tilden), Engineering			\$ 21,420							
North Walnut (Verplanck to Tilden) Reconstruction				\$ 723,642						
Kent Street (Fishkill Ave. to Cannon), Engineering				\$ 10,100						
Kent Street (Fishkill Ave. to Cannon), Construction					\$ 341,646					
Spring Street, Engineering					\$ 8,100					
Spring Street Reconstruction						\$ 325,288				
Dutchess Terrace (Verplanck to Dead End), Engineering						\$ 25,440				
Madison (Prospect to Judson) Survey and Engineering						\$ 10,000				
Dutchess Terrace (Verplanck to Dead End) Reconstruction							\$ 658,204			
Madison (Prospect to Judson) Reconstruction							\$ 134,198			
Mountain Lane, survey and Engineering							\$ 107,000			
Mountain Lane, Construction								\$ 1,175,000		

<u>CITY OF BEACON WATER CAPITAL PLAN 2017-2026</u>										
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>WATER TREATMENT FACILITY IMPROVEMENTS</u>										
Upgrade "SCADA" system & Telemetry	\$ 325,000									
Replace Filter Media - 3 filter beds		\$ 90,000								
Development of Well at Water Plant		\$ 250,000								
Melzigh Dam Valve House and Piping		\$ 350,000								
Removal of Existing Underground 1000 gallons storage tank and installation of new natural gas generator			\$ 250,000							
Filter Plant Roof Replacement			\$ 100,000							
Re-face Mt. Beacon Dam - Survey & Engineering				\$ 85,000						
Re-face Mt. Beacon Dam - Construction					\$ 1,500,000					
<u>WATER TANK MAINTENANCE</u>										
Rehab Fairview Tank - Surveying & Engineering	\$ 65,000									
Rehab Fairview Tank		\$ 750,000								
<u>EQUIPMENT</u>										
6 kw Light Tower Generator Trailer Mounted	\$ 9,000									
Tow Behind Air Compressor	\$ 25,000									
Replace 2006 Van #066	\$ 50,000									
Replace 1995 Large Dump #955		\$ 200,000								
Replace 2002 Box Van #022			\$ 62,500							
Replace 2008 Small Dump #088				\$ 65,500						
Replace 2008 Pick Up #081 Car #1					\$ 50,000					
Replace 1997 Flatbed #977						\$ 52,000				
Replace 2012 Small Dump #122							\$ 67,000			
Replace Utility Van (small)								\$ 30,000		
Replace Pick-up (WPO)									\$ 50,000	
TOTAL ANNUAL PROJECT AMOUNTS	\$ 498,800	\$ 3,478,468	\$ 1,895,920	\$ 884,242	\$ 1,899,746	\$ 412,728	\$ 966,402	\$ 1,205,000	\$ 50,000	\$ -

CITY OF BEACON SEWER CAPITAL PLAN 2017-2026										
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>WWTP UPGRADES</u>										
Lakeside unit overhaul	\$ 225,000									
New Odor Control for Belt Press Room/Remove Odorox	\$ 200,000									
Chlorine Contact Basin and Dechlorination Engineering	\$ 50,000	\$ 50,000								
Replace final settling tank cross collector, shaft & misc. and replace valves in telescopic pit		\$ 780,000								
Replace 1 & 2 Concentration Tank Drives		\$ 120,000								
Primary settling tank - major overhaul		\$ 500,000								
Reconstruct Admin Building		\$ 150,000								
STP Headworks Piping (outside Fence) Engineering & Surveying		\$ 27,500								
STP Headworks Piping (outside Fence) Construction			\$ 187,080							
Belt press mechanical improvements			\$ 106,000							
Replace aeration tank diffuser			\$ 660,000							
Chlorine Contact Basin and Dechlorination				\$ 2,200,000						
Belt press complete replacement					\$ 810,000					
Install new screens & building at bar screen chamber						\$ 800,000				
Grit system replacement						\$ 875,000				
Replace perimeter fence and gate							\$ 85,000			
Replace Roofing Blower Building, Sludge Control							\$ 200,000			

CITY OF BEACON SEWER CAPITAL PLAN 2017-2026										
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>SEWER LINE IMPROVEMENTS</u>										
Lower Main Pump Station (pump, electrical, generator, roof)	\$ 200,000									
Phillips St., Engineering	\$ 12,000									
South Interceptor (behind ARF) Survey & Engineering	\$ 67,000									
South Interceptor (behind ARF) Survey & Engineering	\$ 625,920									
North Interceptor Replacement - Behind DIA to STP	\$ 76,770									
Phillips St. Reconstruction		\$ 418,345								
North Interceptor Replacement - Behind DIA to STP		\$ 944,106								
South Interceptor - Cleaning & Televising - Kristy to South Avenue & End of Walkway to STP		\$ 12,000								
Wilkes St. (Fishkill to Matteawan) Engineering		\$ 12,400								
East Willow Street Survey, Engineering		\$ 10,500								
West Main Pump Station - Forcemain Replacement		\$ 70,000								
South Interceptor - Cleaning & Televising - Kristy to South Avenue & End of Walkway to STP			\$ 149,036							
Wilkes St. (Fishkill to Matteawan) Reconstruction			\$ 264,046							
East Willow Street Construction			\$ 372,000							
West Main Pump Station - Forcemain Replacement			\$ 700,825							
Teller (Catherine to Henry) Survey & Engineering			\$ 18,900							
Teller (Catherine to Henry) Construction				\$ 300,000						
N. Chestnut (Main to Church) Survey & Engineering				\$ 19,400						
N. Chestnut (Main to Church) Construction					\$ 288,000					
South Interceptor (Madame Brett to STP) Survey & Engineering					\$ 125,000					
South Interceptor (Madame Brett to STP) Construction						\$ 3,050,000				
<u>I & I Improvements</u>	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000					
TOTAL ANNUAL PROJECT AMOUNTS	\$ 2,356,690	\$ 3,994,851	\$ 3,357,887	\$ 3,419,400	\$ 2,123,000	\$ 4,725,000	\$ 285,000	\$ -	\$ -	\$ -

City of Beacon Workshop Agenda
1/30/2017

Title:

Feb. 6 - Comprehensive Plan and Local Law Amending Zoning Map and Text Amendments

Subject:

Background:

City of Beacon Workshop Agenda
1/30/2017

Title:

Sale of Real Property

Subject:

Background:

ATTACHMENTS:

Description	Type
Executive Session - Map	Map