



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
March 13, 2017**

Workshop Agenda Items:

1. United Community
2. Capital Plan
3. Farmers Market
4. Land Banked Parking Agreement
5. Discussion of Towing Contract
6. Beacon 3D - Request to Place Sculpture on City-Owned Property
7. Public Trail Regulations
8. Proposed Local Law Regarding Alternate Grievance Day
9. Executive Session - Personnel

Upcoming Public Hearings

1. March 20 - Public Hearing on Affordable Workforce Housing

RESOLUTION NO.

A RESOLUTION RECOGNIZING THE CITY OF BEACON CONTINUING TO BE A UNITED COMMUNITY THAT VALUES ITS DIVERSITY AND THE CONTRIBUTIONS OF ALL RESIDENTS, AND SUPPORTS THE SAFEGUARDING OF THE CIVIL RIGHTS, SAFETY AND DIGNITY OF ALL RESIDENTS

WHEREAS, the City of Beacon values its racial and cultural diversity, and is a community built by native born and immigrants, whose collective cultures, religions, backgrounds, orientations, abilities and viewpoints join to form our community that prides itself on being a place that welcomes persons and families of all walks of life; and

WHEREAS, the City of Beacon Police Department will continue to protect the rights and dignity of all persons without prejudice or bias against race, religion, ethnic and national origin or sexual orientation within its jurisdiction; to safeguard the diversities of our community and its citizens, to be free from criminal attack, threats of violence and persecution, secure in their possessions, and vigilant that together we can enjoy peace and harmony; and

WHEREAS, the Police Department's methods will continue to stress cooperation with citizens based on trust rather than fear and emphasize prevention of crime as well as suppression of crime; and

WHEREAS, the existence and effectiveness of the Police Department depends on public understanding and support of police actions and behavior and in general on the Police Department's ability to secure and maintain the public's respect; and

WHEREAS, the City of Beacon values the contributions of immigrants to the economic development and wellbeing of the City and region, and to the vibrancy and health of the community; and

WHEREAS, it is not the practice of the Beacon Police Department to inquire as to one's immigration status or engage in activities solely for the purpose of enforcing immigration laws; and

WHEREAS, the Beacon Police Department does not have the authority nor the desire to stop or arrest individuals based on their immigration status; and

WHEREAS, since the 2016 Presidential election, there has been a sense of uncertainty and concern regarding recent immigration enforcement policies and actions among many individuals in Beacon, across our State and across the Nation; and

WHEREAS, to this end, the Mayor and City Council and the Police Chief will not enter into any contracts, agreements or arrangements, including "287(g) agreements" as provided by 8 U.S.C. § 1357(g) or Intergovernmental Service Agreements with the federal government that deputize local law enforcement officers to act as immigration agents; and

WHEREAS, the City Council assures all residents that all City public services, including public safety services, will continue to be provided without regard to immigration status, and the City will continue to place a priority on community safety and will not tolerate or endorse acts of hate, discrimination, bullying, or harassment; and

WHEREAS, the City Council desires to declare that the City of Beacon is a safe place for everyone, including, but not limited to, immigrants from all countries; people of color; people of all religions, gender identity, and sexual orientation; people with disabilities; and all vulnerable communities; and

WHEREAS, the City Council holds the communities trust as sacred, including the trust between its residents and their local law enforcement, without which crimes may go unreported and the safety of the community may be compromised; and

WHEREAS, the City Council is greatly concerned about public safety in the City of Beacon and the mission of the Beacon Police Department is to protect the safety of the public against crimes committed by persons whoever they may be; and

WHEREAS, the City Council wishes to foster trust and cooperation as between the City, its Police Department and its immigrant communities, and wishes to encourage immigrants to report crime and speak to the police without fear of being arrested or detained by, or reported to the United States Immigration and Customs Enforcement Agency (ICE); and

WHEREAS, consistent with the law, the City of Beacon Police Department already does not enforce federal civil immigration laws as a sole basis for questioning and detention, does not conduct immigration raids, and does not question, detain or arrest individuals on the sole basis that they might be in this country illegally in violation of Federal civil immigration laws.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Beacon does hereby resolve as follows:

SECTION 1. The City of Beacon City Council assures the community that City public services, including public safety services, will continue to be provided without regard to immigration status, and the City will continue to place a priority on community safety and will not tolerate or endorse acts of hate, discrimination, bullying, or harassment.

SECTION 2. In accordance with existing practices and well established federal constitutional case law, the Beacon Police Department, shall not use City monies, resources or personnel to investigate, question, detect, detain or apprehend persons solely on the basis of a possible violation of immigration law.

SECTION 3. In order to deter and apprehend violent criminals and keep the community safe, the City of Beacon City Council endorses the Beacon Police Department's policy to work

cooperatively with ICE or other Federal agencies in instances which involve the apprehension of serious or violent criminals, as the City of Beacon Police Department conditions this collaboration on ICE refraining from arresting or taking custody of any person based solely on immigration status.

SECTION 4. The City of Beacon City Council declares the City of Beacon to be a united community that will continue to value its diversity and the contributions of all residents, and supports the safeguarding of the civil rights, safety, and dignity of all Beacon residents.

Sara Sylvester
Beacon Farmers' Market Manager
Common Ground
PO Box 148
Beacon, NY 12508
516-526-3187

Beacon City Council
1 Municipal Plaza
Beacon, NY 12508

Dear Mayor Casale & Members of the City Council:

I am writing on behalf of the Beacon Farmers' Market Committee to ask you to consider our proposal to move the Beacon Farmers' Market to Veteran's Place for our outdoor market season, which runs from late April through mid November.

Under the Common Ground Farm organization, the Beacon Farmers' Market has adopted the Mission: *to feed and engage the Beacon community, support local farms and businesses and to create a more just food system*. We feel the Beacon Farmers' Market will best meet all aspects of this mission with a position in the heart of the city on Veteran's Place.

The Market Committee has taken all foreseeable impacts of this move into careful consideration, with a particular emphasis on our Main Street business owners. I have personally spoken with many of these businesses to discuss their concerns about the market's potential location change. I take these concerns very seriously, and as Market Manager, I intend to work directly with our Main Street businesses to ensure the market is supporting them, a key component of our mission.

With its central location, a market on Veteran's Place would be far more accessible to many of the underserved and food insecure members of our community. Over the past year, the Beacon Farmers' Market has worked to ensure that all of our eligible vendors are prepared to accept food benefits, and our Greens 4 Greens program doubled the spending power of those benefits when used for fresh fruits and vegetables. All of that money goes back into our local farm economy. Moving the market to Veteran's Place would help us serve those that benefit most from these programs and incentives. That said, I urge you to support the proposal to move our market to Veteran's Place. Thank you for your consideration.

Sincerely,

Sara Sylvester

MEMORANDUM

TO: Mayor Randy Casale and Beacon City Council Members

FROM: Keane & Beane, P.C.

RE: Scenic Hudson Long Dock – Land Banked Parking Agreement

DATE: March 7, 2017

The approved Site Plan for Scenic Hudson Long Dock includes seven (7) “land banked” parking spaces. “Land banking” means that parking spaces are shown on the approved plan, but will not be constructed unless the Planning Board determines in the future that such spaces are needed. Until that time, the area on the approved plan designated for the seven (7) parking spaces will remain in a landscaped, unimproved condition.

Land banking of parking spaces is authorized by the City of Beacon Zoning Code, but an agreement must be entered into between the Applicant and the City detailing the Applicant’s obligations with respect to the land banked parking spaces. In particular, Section 223-6.E authorizes the Planning Board to waive the initial improvement of up to 50% of the required off-street parking spaces for a development project, provided that all of the required spaces are shown on the proposed plan and suitable agreements are obtained assuring the City that the Applicant will be responsible for the construction of such waived parking spaces, or any portion thereof, within six (6) months after the Planning Board determines such parking spaces to be necessary.

Attached is a proposed Land Banked Parking Agreement between the property owners (The Scenic Hudson Land Trust, Inc. and Beacon Waterfront LLC) and the City. The purpose of the Agreement, is to memorialize the Applicant’s commitment to construct the seven (7) land banked parking spaces within 6 months of a determination by the Planning Board that such parking spaces are necessary. The agreement will be recorded in the Dutchess County Clerk’s Office and will be binding on future owners.

The resolution before the City Council authorizes the Mayor or City Administrator to sign the Land Banked Parking Agreement and any other document necessary to effectuate its purpose.

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2017

**RESOLUTION AUTHORIZING A LAND BANKED PARKING AGREEMENT
REGARDING SCENIC HUDSON LONG DOCK**

WHEREAS, Scenic Hudson obtained approval from the City of Beacon Planning Board in December 2016 for land development activity at 8 Long Dock Road on the North Shore portion of Long Dock Park pursuant to a certain site plan entitled, “Long Dock Park North Shore,” prepared by Reed Hilderbrand Architecture dated August 30, 2016, last revised October 25, 2016 (the “Project”); and

WHEREAS, the Project includes seven (7) “land banked” parking spaces pursuant to Section 223-26.E of the City Code; and

WHEREAS, the purpose of the Agreement, is to memorialize Scenic Hudson’s commitment to construct the seven (7) land banked parking spaces within 6 months of a determination by the Planning Board that such parking spaces are necessary.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor and/or City Administrator to sign the Land Banked Parking Agreement for said purpose, along with all documents as may be necessary for the recording of such Agreement, subject to review and approval by the City Attorney.

LAND BANKED PARKING AGREEMENT

This LAND BANKED PARKING AGREEMENT ("Agreement") is made and entered into this ____ day of March, 2017, by and between The Scenic Hudson Land Trust, Inc., a New York not-for-profit corporation ("Scenic Hudson"), and Beacon Waterfront, LLC, a New York limited liability company ("Beacon Waterfront"; together with Scenic Hudson, the "Parcel Owner"), and the City of Beacon, New York ("the City").

WITNESSETH

WHEREAS, Scenic Hudson is the current fee owner of certain premises located in the City of Beacon, County of Dutchess, and State of New York, identified as tax parcel numbers 5954-32-481840 and 5954-41-537725, and Beacon Waterfront is the current fee owner of certain premises located in the City of Beacon, County of Dutchess, and State of New York, identified as tax parcel number 5954-32-490828 (together, the "Park Site") described at **Schedule "A"** annexed hereto, and depicted on plans generally entitled "Long Dock Park North Shore," prepared by Reed Hilderbrand Landscape Architecture, last revised October 25, 2016 (the "Site Plan"), on **Schedule "B"** annexed hereto; and

WHEREAS, the Site Plan was prepared in connection with an application for Amended Site Plan Approval, submitted by the Parcel Owner, for a recreational waterfront park known as "Long Dock Park North Shore" consisting of two 960 sf. shade pavilions for informal outdoor dining, a 19,000 sf. public civic plaza with seating, infrastructure for up to two food trucks, boardwalk with seating, a West Deck overlook with seating, lawns and meadows, enclosed accessible toilets, accessible pedestrian paths, and a vehicular drive and associated off-street parking spaces (the "Project"); and

WHEREAS, City of Beacon Zoning Code §223-26.E authorizes the City of Beacon Planning Board (the "Planning Board") to "waive the initial improvement of up to 50% of the required off-street parking spaces, provided that all of the required spaces are shown on the proposed plan and further provided that suitable agreements, satisfactory to the City Council or Planning Board, are obtained assuring the City that the [Parcel Owner] will be responsible for the construction of such waived parking spaces, or any portion thereof, within six (6) months of the date such spaces may be deemed necessary by the City Council or Planning Board"; and

WHEREAS, pursuant to City of Beacon Zoning Code §223-41.4(I)(12)(c), the number of parking spaces required for the recreational waterfront park is within the discretion of the Planning Board; and the Site Plan proposes the construction of nineteen (19) parking spaces on the Park Site, plus seven (7) land banked spaces which will remain unimproved until such time the Planning Board deems such spaces to be necessary and must be constructed; and

WHEREAS, pursuant to that Resolution of Amended Site Plan Approval adopted on December 13, 2016 and dated January 27, 2017, annexed hereto as **Schedule "C"**, the Planning Board granted Amended Site Plan Approval to the Parcel Owner for the Project, as shown on the Site Plan and related application materials, provided that, prior to the issuance of a building permit, a land banked parking agreement pursuant to City of Beacon Zoning Code §223-26.E shall be submitted for review and approval; and

WHEREAS, the Parcel Owner and the City wish to record this Agreement pursuant to City of Beacon Zoning Code §223-26.E to ensure the seven (7) land banked parking spaces are constructed, if and when the Planning Board determines the parking spaces, or a portion thereof, to be necessary.

NOW, THEREFORE, the parties declare as follows:

1. **Construction.** Upon a determination by the Planning Board that all or a portion of the seven (7) land banked parking spaces are necessary, the Parcel Owner hereby agrees to construct such necessary parking spaces within six (6) months of the date of such determination, as required by the Planning Board, subject to reasonable time extensions due to winter weather delay. The Parcel Owner shall construct such necessary parking spaces at the location shown on **Schedule "A"** or at an alternate location within the Park Site as agreed upon by the Parcel Owner and the Planning Board.

2. **Necessary Permits and Approvals.** Prior to the construction of the parking spaces which are determined to be necessary by the Planning Board, the Parcel Owner agrees to use good faith diligent efforts to obtain from the City any necessary administrative permits and approvals.

3. **No Additional Construction.** The parties hereby agree that no building or structure of any kind shall be erected over the land banked parking area shown on **Schedule "B"** by or on behalf of the Parcel Owner, except for the parking spaces approved by the Planning Board, provided that, pursuant to Section 1 of this Declaration, Scenic Hudson may construct such necessary parking spaces at an alternate location within the Park Site, subject to approval by the City of Beacon Planning Board in connection with their determination that construction of all or a portion of the seven (7) land banked parking spaces are necessary.

4. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New York.

5. **Entire Document/Modification.** This Agreement constitutes the entire agreement between the parties hereto with respect to the land banked parking area shown on **Schedule "A"** (except for any subsequent agreement by the parties to construct such necessary land banked parking spaces at an alternate location within the Park Site). This Agreement shall not be amended to eliminate or otherwise reduce the requirement to set aside a portion of the Park Site for land banked parking associated with the Project unless such elimination or reduction is approved by the Planning Board and the Planning Board provides notice to the Parcel Owner of such approval.

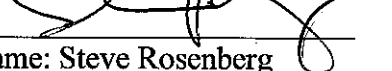
6. **Recording.** This Declaration shall be recorded in the office of the County Clerk, County of Dutchess, cross-referencing the deed(s) for the Park Site.

7. **Force Majeure.** If one of the parties shall be delayed, hindered in or prevented from the performance of any act or obligation agreed upon pursuant to this Declaration by reason of acts of God, fire, earthquake, floods, explosions, riots, civil commotion, failure of

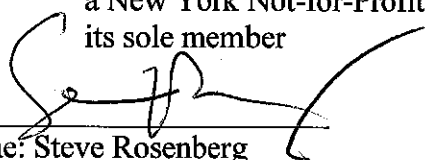
transportation, strikes or lockouts, governmental laws, regulations, or restrictions, or other reasons of a similar or dissimilar nature which are beyond the control of such party, then performance of such act or obligation shall be excused for the period of the delay and the period for the performance of any such act or obligation shall be extended for the period equivalent to the period of such delay. Notwithstanding the foregoing, in no event shall lack of funds excuse the performance by either party of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Declaration as of the date first written above.

SCENIC HUDSON LAND TRUST, INC.,
a New York Not-for-Profit Corporation

By: 
Name: Steve Rosenberg
Title: Executive Director,
The Scenic Hudson Land Trust, Inc.

BEACON WATERFRONT, LLC,
a New York limited liability company

By: Scenic Hudson Land Trust, Inc.,
a New York Not-for-Profit Corporation
its sole member

By: _____
Name: Steve Rosenberg
Title: Executive Director,
The Scenic Hudson Land Trust, Inc.

THE CITY OF BEACON, NEW YORK,

By: _____
Name: _____
Title: _____

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

On the 3rd day of March in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared Steve Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person

upon behalf of which the individual acted, executed the instrument.

Gail L. Krein-Clearwater
Notary Public

GAIL L KREIN CLEARWATER
Notary Public, State of New York
No. 01KR6111621
Qualified in Ulster County
Commission Expires June 14, 2020

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

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Metes and Bounds Description

SCHEDULE "A"

**SUGGESTED DESCRIPTION
Parcel 1 & 2**

All that parcel of land situate in the City of Beacon, County of Dutchess and State of New York being more particularly bounded and described as follows:

Parcel 2

Beginning at a point being located in the westerly road boundary of Red Flynn Drive at its intersection with the division line between Parcel 1 & 2 of lands now or formerly of the Scenic Hudson Land Trust Inc. (L. 2000 Pg. 13); thence along aforementioned road boundary the following (2) two courses and distances:

1. South 07°-46'-50" East, a distance of 19.04 feet to a point;
2. South 44°-35'-01" East, a distance of 99.85 feet to a point; thence along other lands now or formerly of the Scenic Hudson Land Trust Inc. South 85°-41'-40" West, a distance of 1205.94 feet to a point at its intersection with the division line of lands now or formerly of the State of New York; thence North 03°-23'-50" East, a distance of 229.51 feet to a point; thence through the lands of the aforementioned Scenic Hudson (division line between parcels 1 & 2) the following (5) courses and distances:

1. South 89°-43'-10" East, a distance of 209.35 feet to a point;
2. South 84°-30'-10" East, a distance of 87.25 feet to a point;
3. North 84°-42'-20" East, a distance of 444.28 feet to a point;
4. South 69°-08'-10" East, a distance of 239.30 feet to a point;
5. North 82°-07'-50" East, a distance of 154.16 feet to a point of place of Beginning.

Containing 4.73 acres more or less.

Parcel 1

Also, said parcel of land beginning at same Point of beginning for previous parcel; thence along aforementioned division line for parcels 1 & 2 the following (5) five courses and distances:

1. South 88°-07'-50" West, a distance of 154.16 feet to a point;
2. North 69°-08'-10" West, a distance of 239.30 feet to a point;
3. South 84°-42'-20" West, a distance of 444.28 feet to a point;
4. North 84°-30'-10" West, a distance of 87.25 feet to a point;
5. North 89°-43'-10" West, a distance of 209.35 feet to a point; at its intersection with the division line of the lands now or formerly of the state of New York; thence North 03°-21'-33" East, a distance of 211.36 feet to a point at its intersection with the division line between lands now or formerly of the aforementioned Scenic Hudson and lands now or formerly of the City of Beacon (L. 1180 Pg. 13); thence South 84°-55'-09" East, a distance of 1085.82 feet to a point in the westerly road boundary of Red Flynn Drive; thence South 07°-46'-49" East, a distance of 164.94 feet to the Point or Place of Beginning. Containing 4.22 acres more or less.

Subject to any other enforceable easements restrictions or covenants of record that may exist.

Suggested Legal Description
Land now or formerly of The Scenic Hudson Land Trust, Inc.
(Parcel 3)

All that parcel of land situate in the City of Beacon, County of Dutchess and State of New York, being more particularly bounded and described as follows:

Beginning at a point located in the division line between lands now or formerly of The Scenic Hudson Land Trust, Inc. (Liber 1993, Page 126) to the southwest and lands now or formerly of Consolidated Rail Corporation (Liber 1492, Page 567) to the southeast; thence along said division line the following five (5) courses and distances:

1. South 03°-47'-15" East, a distance of 204.00 feet to a point;
2. South 86°-12'-45" West, a distance of 30.00 feet to a point;
3. South 03°-47'-15" East, a distance of 800.00 feet to a point;
4. South 10°-22'-20" East, a distance of 1,800.39 feet to a point;
5. South 00°-35'-45" West, a distance of 873.02 feet to a point

located in the division line between lands of The Scenic Hudson Land Trust, Inc. to the northwest and lands now or formerly of The People of The State of New York (Liber 1813, Page 117) to the southwest; thence along said division line, through the water of the Hudson River, the following two (2) courses and distances:

1. North 83°-22'-20" West, a distance of 118.44 feet to a point;
2. North 84°-58'-50" West, a distance of 178.70 feet to a point

thence continuing through the water of the Hudson River the following seven (7) courses and distances:

1. North 10°-22'-20" West, a distance of 947.91 feet to a point;
2. South 84°-22'-20" East, a distance of 124.84 feet to a point;
3. North 10°-22'-20" West, a distance of 435.25 feet to a point;
4. North 84°-22'-20" West, a distance of 1,201.38 feet to a point;
5. North 05°-37'-40" East, a distance of 920.00 feet to a point;
6. North 84°-22'-20" West, a distance of 164.53 feet to a point;
7. North 03°-23'-50" East, a distance of 1,176.73 feet to a point;

located in the division between lands of The Scenic Hudson Land Trust, Inc. to the southeast and other lands of The Scenic Hudson Land Trust, Inc. (Liber 2000, Page 13) to the northeast; thence along said division line North 85°-41'-40" East, a distance of 1,205.94 feet to a point located in the western road boundary of Red Flynn Drive; thence along the western road boundary of Red Flynn Drive the following two (2) courses and distances:

1. South 56°-31'-10" East, a distance of 48.00 feet to a point;

2. South 54°-54'-25" East, a distance of 31.54 feet to a point or

Place of Beginning; containing 80.58+/- acres more or less.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.

SCHEDULE B

Site Plan

[See Attached Exhibit]

SCENIC HUDSON'S
LONG DOCK PARK
NORTH SHORE
BEACON, NY

REED-HILDBRAND
Landscape Architecture
130 Bedford Ave, Suite 200
Brooklyn, NY 11211
Phone: 718.224.2222, 718.224.3740
www.reed-hilbrand.com

ARCHITECTS
710 Third Avenue, 18th Floor
New York, NY 10022
Phone: 212.693.1700
www.reed-hilbrand.com

DWYER + TUNG SCHWABE
Landscape Architecture
180 North Wacker Drive
Chicago, IL 60606
Phone: 312.467.1000
www.dwtungschwab.com

BAIRD WINTERKORN LANDSCAPE
Landscape Architecture
180 North Wacker Drive
Chicago, IL 60606
Phone: 312.467.1000
www.baird-winterkorn.com

OSLAND LANDSCAPE
Landscape Architecture
280 West 14th Street
New York, NY 10011
Phone: 212.255.5127
www.osland.com

GENERAL NOTES
1. Existing conditions and topography data are from a survey performed by Mueser Rutledge Klein Partners, Inc. (MRK) in 2011. All elevations are in feet above mean sea level (AMSL).
2. The proposed construction is shown in plan view. All dimensions are in feet and inches, unless otherwise noted.
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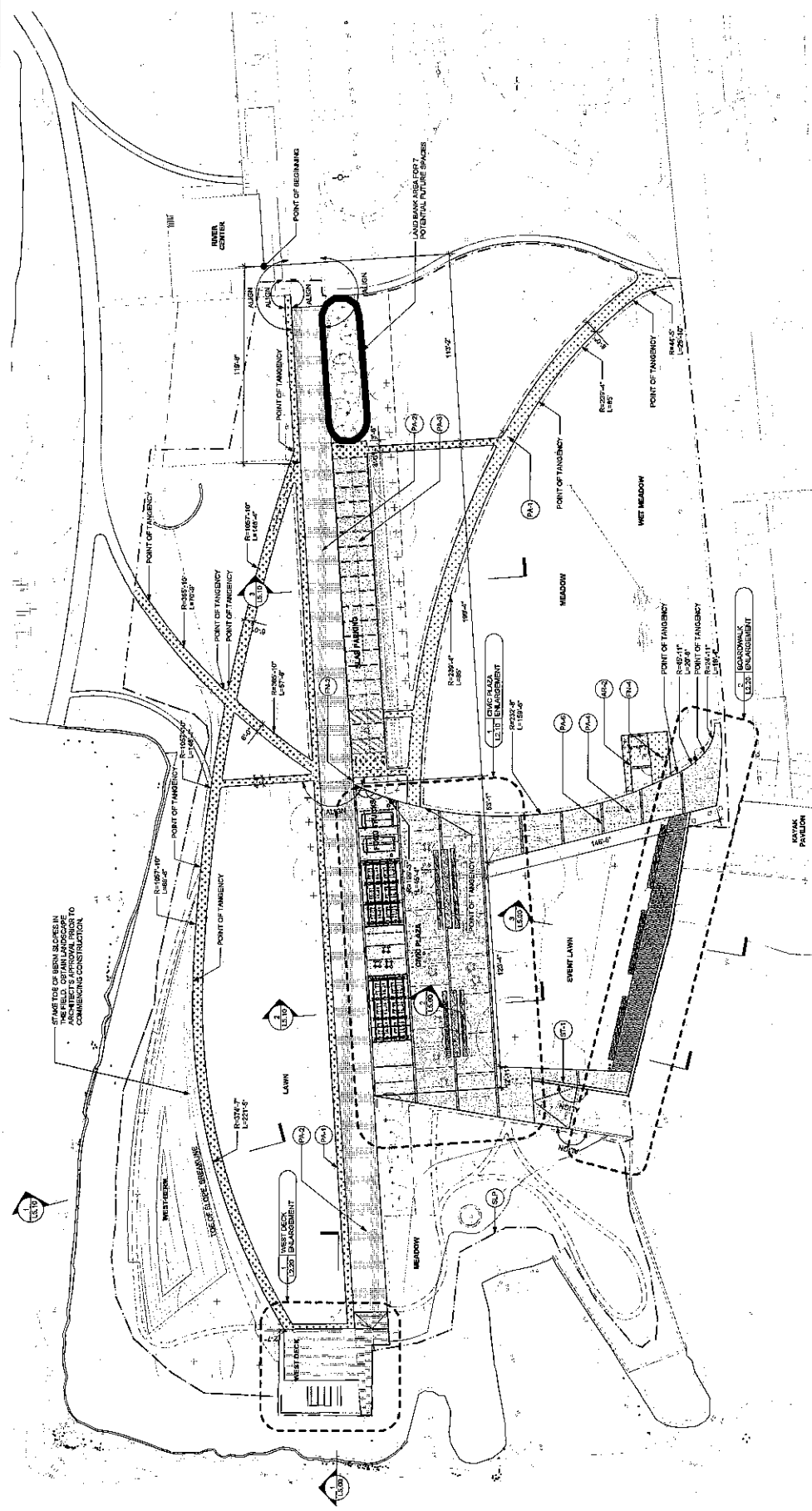
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GENERAL REQUIREMENTS & CONSTRUCTION NOTES

1. One foot scale drawings. All dimensions are in feet and inches, unless otherwise noted.
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LANDSCAPE NOTES

1. Do not scale drawings. All dimensions are in feet and inches, unless otherwise noted.
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SYMBOL	KEY	DESCRIPTION	DETAIL REF.	SPC. SECTION
FN-1	WOOD BENCH	WOOD BENCH WITH REMOVABLE CABLE	01123	125100
FN-2	WOOD BENCH	WOOD BENCH WITH REMOVABLE CABLE	01123	125100
FN-3	WOOD BENCH	WOOD BENCH WITH REMOVABLE CABLE	01123	125100
FN-4	WOOD BENCH	WOOD BENCH WITH REMOVABLE CABLE	01123	125100
FN-5	WOOD BENCH	WOOD BENCH WITH REMOVABLE CABLE	01123	125100
FN-6	WOOD BENCH	WOOD BENCH WITH REMOVABLE CABLE	01123	125100
FN-7	WOOD BENCH	WOOD BENCH WITH REMOVABLE CABLE	01123	125100
ST-1	CONCRETE SIDE WALL	CONCRETE SIDE WALL	01123	013000
AR-1	SHADE PAVILION	SHADE PAVILION	01123	013000
AR-2	MAINTENANCE SHED	MAINTENANCE SHED	01123	013000

SYMBOL	KEY	DESCRIPTION	DETAIL REF.	SPC. SECTION
SLP	SLIP	SLIP	01123	013000
PA-1	PAVING	PAVING	01123	013000
PA-2	PAVING	PAVING	01123	013000
PA-3	PAVING	PAVING	01123	013000
PA-4	PAVING	PAVING	01123	013000
PA-5	PAVING	PAVING	01123	013000
PA-6	PAVING	PAVING	01123	013000
PA-7	PAVING	PAVING	01123	013000

Site Layout and Materials Plan

L2.00

SCHEDULE C

Resolution

[See Attached Exhibit]

RESOLUTION

PLANNING BOARD BEACON, NEW YORK

AMENDED SITE PLAN APPROVAL FOR SCENIC HUDSON

WHEREAS, the Beacon Planning Board is entertaining an application for Amended Site Plan Approval from The Scenic Hudson Land Trust, Inc. (the "Applicant") for a passive recreational waterfront park known as "Long Dock Park North Shore" (the "Project" or "Proposed Action"); and

WHEREAS, for the purposes of the New York State Environmental Quality Review Act (SEQRA), the Proposed Action includes Site Plan Approval, a Local Waterfront Revitalization Program (LWRP) Consistency Determination, and all other required permits and approvals regarding the Project; and

WHEREAS, the project site is located at 23 Long Dock Road on tax parcels 5954-32-490828, 5954-32-481840, and 5954-41-537725 (the "Site" or "Subject Property"); and

WHEREAS the Site is approximately 4.57 acres in size and is located in the Waterfront Development (WD) District; and

WHEREAS, the overall Project is shown on the following drawings, generally entitled "Long Dock Park North Shore," prepared by Reed Hilderbrand Architecture dated August 30, 2016, last revised October 25, 2016:

- Sheet L0.00, "Existing Conditions"
- Sheet L1.00, "Site Demolition and Preparation"
- Sheet L2.00, "Site Layout and Materials Plan"
- Sheet L2.10, "Civic Plaza Enlargement Plan"
- Sheet L2.20, "West Deck/Boardwalk Enlargement Plan"
- Sheet L3.00, "Grading Plan"
- Sheet L4.00, "Site Planting Plan"
- Sheet L5.00, "Sections"
- Sheet L5.10, "Sections"
- Sheet L7.00, "Soil Details"
- Sheet C1.00, "Utility Plan"
- Sheet C2.00, "Erosion and Sediment Control Plan"
- Sheet A1.00, "Shade Pavilion Plans"
- Sheet A2.00, "Shade Pavilion Plans Alternate"
- Sheet A3.00, "Maintenance Shed Plans"
- Sheet A4.00, "Maintenance Shed Elevations and Section"; and

Resolution of Amended Site Plan Approval – Scenic Hudson Long Dock Park North Shore

WHEREAS, the application also consists of application forms, the Environmental Assessment Form (EAF), and all other submissions by the Applicant; and

WHEREAS, the Project consists of the installation of two 960 s.f. shade pavilions for informal outdoor dining, a 19,000 s.f. public civic plaza with seating, infrastructure for up to two food trucks, boardwalk with seating, a West Deck overlook with seating, lawns and meadows, enclosed accessible toilets, accessible pedestrian paths, and a vehicular drive and associated off-street parking spaces; and

WHEREAS, on December 8, 2009, following the preparation of an Environmental Impact Statement pursuant to SEQRA the Planning Board approved a Site Plan for Scenic Hudson Park at Long Dock which plans included a mixed use development ("2009 Site Plan"); and

WHEREAS, for various reasons, the 2009 Site Plan was not implemented at Scenic Hudson's Long Dock Park North Shore; and

WHEREAS, the Planning Board reviewed the application at its August 9, September 13, October 12, 2016, November 9, 2016 and December 13, 2016 meetings; and

WHEREAS, on July 29, 2016 the application was referred to the Dutchess County Department of Planning and Development ("DCDPD") and on August 9, 2016 the Planning Board received a response from DCDPD indicating the application was a matter of local concern; and

WHEREAS, on December 13, 2016, after taking a "hard look" at the EAF and all of the associated materials prepared in connection with the Proposed Action, the Planning Board, as Lead Agency, adopted a Negative Declaration regarding the Proposed Action; and

WHEREAS, the Site is located in the Coastal Management Zone as defined by the City's LWRP; and

WHEREAS, on December 13, 2016, the Planning Board issued an LWRP Consistency Determination finding the Project to be consistent with the objectives and policies of the City's LWRP; and

WHEREAS, on October 12, 2016 and November 9, 2016, the Planning Board held a public hearing on the applications for Site Plan Approval, at which time all those interested were given an opportunity to be heard, and the public hearing was closed on November 9, 2016; and

Resolution of Amended Site Plan Approval – Scenic Hudson Long Dock Park North Shore

WHEREAS, comments were received during the public hearing in support of locating the River Pool at Scenic Hudson's Lock Dock North Shore Park, however, Scenic Hudson has withheld consent to permit River Pool to locate on the Site; and

WHEREAS, the Planning Board encourages Scenic Hudson to reconsider and is supportive of continued efforts between River Pool, Inc. and Scenic Hudson to negotiate an agreement whereby Scenic Hudson would consent to allowing River Pool to locate on the Site; and

WHEREAS, the Planning Board finds the application meets the waterfront development standards set forth in Section 223-41.4.I of the Zoning Code; and

WHEREAS, the Planning Board is fully familiar with the Project and has reviewed the Project relative to all applicable provisions of the City Code.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Board hereby grants Site Plan Approval to the Project, as shown on the Site Plan Drawings and other application materials enumerated above, subject to compliance with the following conditions and any other requirements which must be met by law:

A. Prior to the signing of the Site Plan Drawings by the Planning Board Chairman, the following conditions shall be fulfilled to the satisfaction of the Planning Board:

1. The comments contained in the City Planner's letter to the Planning Board dated November 4, 2016, and all comments in any subsequent letter(s) issued, shall be fulfilled to the satisfaction of the City Planner.
2. The Applicant shall seek and obtain all required permits and/or approvals from the appropriate agencies for the Project and shall meet all conditions contained in such approvals, as required therein.
3. The Applicant shall fund an escrow account with the City of Beacon for the construction observation and monthly stormwater inspections of the proposed utilities and site improvements in an amount as determined by the City Engineer.

When the conditions above have been satisfied, six (6) sets of the above referenced plans revised as per the conditions above shall be submitted for endorsement by the Planning Board Chairman. One set of the endorsed plans will be returned to the Applicant, one set will be retained by the City Clerk, one set

Resolution of Amended Site Plan Approval – Scenic Hudson Long Dock Park North Shore

will be provided to the Planning Board, and one set each will be forwarded to the Building Inspector, City Engineer and City Planner.

B. Prior to the issuance of a Building Permit, the following conditions shall be fulfilled to the satisfaction of the Building Inspector:

1. The Applicant shall submit a formal Stormwater Management Maintenance Agreement & Access Easement binding on all subsequent landowners to ensure the long-term maintenance of all proposed stormwater practices. The Stormwater Management Maintenance Agreement & Access Easement shall be prepared in accordance with Section 189-9 of the City Code in a form acceptable to the City Attorney and shall be recorded in the Dutchess County Clerk's Office.
2. Pursuant to Section 223-26.E of the Zoning Code, the Applicant shall be responsible for the construction of the seven (7) landbanked parking spaces as shown on the approved site plan referenced herein within six (6) months of the date such spaces may be deemed necessary by the Planning Board. A landbanked parking agreement shall be submitted to the City Attorney for review and approval.
3. The Applicant shall submit a Certificate of Completion from the New York State Department of Conservation concerning the Brownfield remediation that occurred on the Site.

C. The following are general conditions which shall be fulfilled:

1. The Site Plan approval granted by the Planning Board in October 2015 for two food trucks at Scenic Hudson Long Dock Park will continue in effect to allow such food trucks to be in operation during construction of Scenic Hudson Long Dock Park North Shore, to the extent such construction does not interfere with the safety of the approved locations of such food trucks and associated infrastructure, as determined by the Building Inspector. The food truck locations shown in the site plan listed herein and approved by this Resolution shall be effective for two years following the date of this Resolution pursuant to Section 223-26.3.A of the Zoning Code.
2. The Building Inspector and the City Engineer shall have the right to direct the Applicant to cause the placement, cleaning and/or repair of sedimentation and erosion control devices wherever and whenever deemed necessary during construction.

Resolution of Amended Site Plan Approval – Scenic Hudson Long Dock Park North Shore

- 3... The Applicant shall be responsible for the payment of all application review costs incurred by the City in its review and approval of this project. Such fees shall be paid by the Applicant within thirty (30) days of each notification by the City that such fees are due. If such fees are not paid within said thirty (30) day period, and an extension therefore has not been granted by the City, this resolution shall be rendered null and void.
4. As used herein, the term "Applicant" shall include its heirs, successors and assigns, and where applicable its contractors and employees.
5. If any of the conditions enumerated in this resolution upon which this approval is granted are found to be invalid or unenforceable, then the integrity of this resolution and the remaining conditions shall remain valid and intact.
6. The approvals granted by this resolution do not supersede the authority of any other entity.
7. The Applicant shall be responsible for the payment of all application review costs incurred by the City in its review and approval of this project. Such fees shall be paid by the Applicant within thirty (30) days of each notification by the City that such fees are due. If such fees are not paid within the thirty (30) day period, and an extension therefor has not been granted by the City, this resolution shall be rendered null and void.
8. If any of the conditions enumerated in this resolution upon which this approval is granted are found to be invalid or unenforceable, then the integrity of this resolution and the remaining conditions shall remain valid and intact.
9. The Applicant must return for approval from the Planning Board if any changes to the endorsed plans and/or this resolution of approval are subsequently desired.

Resolution Adopted: December 13, 2016
Beacon, New York


Jay Sheers, Chairman

January 27, 2017
Date

City of Beacon Workshop Agenda
3/13/2017

Title:

Discussion of Towing Contract

Subject:

Background:

ATTACHMENTS:

Description	Type
Draft Towing Contract	Agreement

City of Beacon Police Department

Tow Agreement

This Tow Agreement (the “Agreement”), dated _____, 2017, is made by and between Cervone Auto Body, Inc., a licensed towing service operator in the State of New York, with a principal place of business located at 326 Fishkill Ave, Beacon, NY 12508 (the “Towing Company”), and the City of Beacon, having offices at 1 Municipal Plaza Beacon, NY (the “City”).

Section 1: Operations

A. Term of Agreement

The term of this agreement shall be for three years.

B. Response to calls

The Towing Company will respond to scenes only at the direction of the City Police Department except in the case the motorist and/or motorist organization directly calls the Towing Company and that company is authorized to tow at the time. The City Police Department may direct special exceptions to this notice in the interest of public safety; inclement weather, natural/manmade disasters.

C. Response time

During regular business hours (9:00 a.m. to 5:00 p.m) the maximum response time from the time the Towing Company receives a call for service shall be twenty (20) minutes. Outside of regular business hours, maximum response time shall not exceed thirty (30) minutes.

D. Secured Storage Yard

The Towing Company shall have use of a secured storage yard or other facility located in Dutchess or Putnam County within a ten (10) mile radius of City Hall.

E. Towing of City Vehicles

The Towing Company shall tow City vehicles to the City’s garage facilities or other designated location free of charge to the City, provided that said vehicle and garage facility or other designated location are located within fifteen (15) miles of City Hall at the time the call for service is made.

F. Calls for Service

Calls for service made by a Beacon Police Officer at the request of a vehicle owner, such as calls via AAA or special request to a particular tow service, shall not be considered a call for service

by the City pursuant to this Agreement. In such instance, the Towing Company may charge its ordinary and customary rate.

G. Emergency Situations

Subject to circumstances as they unfold, the Police Department may, at their discretion, suspend all or part of this Agreement in the interest of public safety.

H. Debris and road cleanup

The Towing Company shall clean up all debris from any vehicle towed, including hazardous materials, if not otherwise directed by an enforcement authority at the scene. Such clean-up shall be conducted as part of the Towing Company's service at no charge to the City. Failure to complete clean-up may result in the Towing Company being cited for violating VTL Section 1219 and/or suspension or termination of this Towing Agreement for poor service.

I. Vehicles towed due to violation

A written release from the Beacon Police Department shall be a prerequisite for the Towing Company to release vehicles towed due to a violation that would prohibit the vehicle from being operated (suspended registration, uninsured, unregistered, equipment safety violation, etc.) or operated by a specific person (unlicensed, AUO, DWI, etc.)

J. Payment

The Towing Company must accept cash payment and at least (2) major credit cards. The only exceptions are that the Towing Company may charge cash only for impounds or abandoned vehicles. Patrons will be given a reasonable amount of time to obtain cash/credit card during off hours prior to the vehicle being retained at the Towing Company's facility.

K. Failure to respond

1. The Towing Company shall communicate to Police Dispatch any and all delays or missed responses they encounter while responding to a dispatched call which may prohibit them from arriving on scene within the required time. All communications will be made by phone to the Police Dispatch.
2. The following shall constitute delays or missed responses by the Towing Company
 - a. Failure or refusal to respond to a call for service
 - b. Physical incapability to tow a particular vehicle.
 - c. Failure to respond timely to a call for service.
3. Upon two (2) or more missed responses, the City shall have the option of suspending or terminating this Agreement, at the City's sole discretion.

4. The City shall have the option to suspend or terminate this Agreement in response to poor service or complaints by members of the Police Department or the public.

L. Availability

1. The Towing Company must be available 24 hours a day, 7 days a week, 365 days a year. They must maintain a 24 hour answering service or dedicated phone line staffed by live personnel to take calls for service. Multiple violations may result in the suspension or revocation of this Agreement.
2. The Towing Company shall permit access, during normal business hours, to an impounded or stored vehicle by the owner of that vehicle for the purpose of removing items of property in the nature of personal effects from the vehicle. Any lien on the vehicle to which the Tow Company is entitled shall not include such property.

M. Equipment Requirements

1. The Towing Company must have a minimum equipment of two (2) or more Tow Trucks in service at all times, at least (1) of which must be a flatbed. All tow trucks must be reasonably equipped as necessary to furnish emergency towing and road service. All Tow Trucks and Towing Services must be compliant with State and Federal regulations. Pickup trucks shall not be used in lieu of a Tow Truck.
2. The Towing Company shall keep and maintain towing equipment which is adequate and reasonable to perform such Towing Services in a workmanlike manner.

N. Call for assistance

1. In the event of a motor vehicle accident, disablement, impoundment or call to the Police Department for towing assistance, except in the case of a specific request by the owner or operator, the Police Department shall notify the Towing Company that a tow is requested.
2. The Chief of Police is authorized to develop such other rules and regulations as he deems appropriate to maintain and enforce effective and responsive towing services.

O. Disposal of Vehicles

1. If the City does not choose to exercise its right to take custody and ownership of an abandoned vehicle as prescribed by § 1224 of the New York State Vehicle and Traffic Law, the Towing Company may transfer such vehicle to a registered vehicle dismantler or itinerant vehicle collector if the vehicle has a wholesale value of \$1,250 or less, is 10 or more model years old and has been abandoned for at least one month. The Towing Company may also choose to salvage the vehicle after obtaining a New York State Salvage Certificate (MV-907A) from the New York State Department of Motor Vehicles. In the event that the vehicle is less than 10 years old or if the vehicle dismantler or itinerant vehicle collector pays more than \$1,250, the Towing Company must obtain title or a transferable registration from the City as property owner of the abandoned vehicle. In

no event shall the Towing Company require the City to pay the towing and service fees incurred by such vehicle after taking title.

In the event that there are no available registered vehicle dismantlers or itinerant vehicle collectors located within 15 miles of City Hall the parties agree to renegotiate in good faith the expense born by the towing company for dismantling the vehicle. In the event that a new agreement is not reached, the Towing Company may cancel the Contract if more than 18 months remains on Contract.

2. The Towing Company shall contact the City of Beacon Police Department to verify that the vehicle has not been reported as stolen prior to disposal of any unclaimed or abandoned vehicle.
 3. If the City exercises its right to take custody and ownership of an abandoned vehicle pursuant to Section 1224 of the Vehicle and Traffic Law, such vehicle shall be sold at public auction and the minimum bid shall be set to equal the towing and storage fees incurred by such vehicle. Funds obtained by the City for vehicles sold at public auction shall be the exclusive source of payment to the Towing Company to satisfy any lien on the vehicle and payment shall only be made upon submission of a proper voucher to the City. The City shall hold surplus funds so realized for one year form the date of sale for the benefit of the owner of the vehicle at the time of abandonment. If unclaimed by the owner within one year time period, such monies shall be paid into the General Fund of the City of Beacon.
 4. The Towing Company has the option to accept any bid below the minimum established bid as full satisfaction of towing and storage fees incurred by such vehicle or the Towing Company may choose to take possession to salvage and repair the vehicle or transfer the vehicle to a registered vehicle dismantler or itinerant vehicle collector..
 5. The Towing Company shall allow its premises to be used, without charge, by the City for purposes of conducting auctions where necessary to dispose of vehicles.
- P. Charges for service under this Agreement shall be as follows and will be all inclusive for each category (with no additional service charges to be added on):

Category	Description	Towing	Storage
1. City- Owned Vehicles and Light Trucks			
A	City-Owned Vehicles and light trucks	No Charge within 15 miles of City Hall	No Charge.

2. Personal Vehicles and Light Trucks			
A	Personal Vehicles and Light Trucks	\$125.00 tow fee to owner	\$50.00 storage fee to owner per day
B	4 X 4 Vehicles	\$150.00 tow fee to owner	\$50.00 storage fee to owner per day
3. Other Charges			
A	Police Impounded Vehicles for violations of Laws and ordinances.	No charge to City. \$150.00 to be a lien against the vehicle.	\$50.00
B	No key or wheel cocked charge	\$25.00	N/A
C	Snow Removal Charge	\$25.00	N/A
Winching	Minimum \$100 for first 25 feet of winching, plus \$75 for every additional 50 feet		

Fees for towing and storage of vehicles shall be borne exclusively by the owner of the vehicle, and the City shall have no obligation to advance or to ensure payment to the tow service provider or the owner/operator of the yard or facility where the vehicle is stored.

Section 2: General Provisions

A. Police Department Responsibilities

1. As determined by the Chief of Police, the City may implement an emergency action plan which would institute a temporary set of guidelines to establish a coordinated approach for dealing with an incident involving a large number of vehicles.
2. The City shall use reasonable efforts to block in all towed vehicles located in any unsecured storage area used by the Towing Company during City snow emergencies.

3. The Chief of Police may adopt Rules and Regulations with respect to the terms and conditions of this Agreement.
- B. The Towing Company is prohibited from assigning, transferring, conveying subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City of Beacon, which shall not be unreasonably withheld.
- C. Minimum Insurance Requirements for Towing Contract

Prior to commencement of any services and for the duration of this Agreement, the Towing Company shall obtain and maintain, at its sole expense, the following insurance on its own behalf, and shall furnish to the City of Beacon Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

1. Worker's Compensation and Employers Liability Policy, covering operations in New York State.
2. Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/ \$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall not exclude coverage for:
 - a. Products/ Completed Operations;
 - b. Independent Contractors;
 - c. City of Beacon and their assigns, officers, employees, representatives and agents should be named as an "additional Insured" on the policy and the Certificate of Insurance should show this applies to the General Liability coverage on the certificate.;
 - d. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions;
 - e. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against the City of Beacon, assigns, officers, employees, representatives and agents;
 - f. General Aggregate shall apply separately to each project (must be on an occurrence form);
 - g. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
3. Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
4. Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the City of Beacon. Policies that lapse and/or expire during term of

work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.

5. The Towing Company shall furnish to the City of Beacon Certificates of Insurance as evidenced by coverage prior to commencement of services, which shall name the City of Beacon as an Additional Insured **by separate endorsement**.
 6. All the carriers listed in the certificate of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.
- D. To the fullest extent permitted by law, the Towing Company shall defend, indemnify and hold the City and its agents and employees harmless from and against all claims, damages losses or expenses, including but not limited to attorney's fees, arising out of or resulting from the Towing Company's performances of any services to or on behalf of the City of Beacon, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation by the Towing Company or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable pursuant to the performance of the Agreement. The Towing Company's obligation to defend, indemnify and hold harmless pursuant to this paragraph shall not be limited in any manner by any limitation on the amount of insurance coverage or benefits, including worker's compensation or other employee benefit acts, held by the Towing Company.
- E. The Towing Company and all employees and agents thereof shall be independent contractors licensed by the City of Beacon and shall not claim or receive any benefit or privilege conferred to the City's employees. The City shall not be responsible for the Towing Company's compliance with any local, state or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for the Towing Company and any employee or agent thereof.
- F. Suspension or termination of this Towing Agreement shall be provided by written notice to the Towing Company served at least fourteen (14) days before such suspension or termination shall take effect.

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of the date first written above.

Cervone Auto Body, Inc

City of Beacon

By: _____

By: _____

Title: _____

Title: _____

DRAFT

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

On the day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

City of Beacon Workshop Agenda
3/13/2017

Title:

Beacon 3D - Request to Place Sculpture on City-Owned Property

Subject:

Background:

ATTACHMENTS:

Description	Type
Beacon 3D Sculpture	Backup Material
Beacon 3D View 1	Backup Material
Beacon 3D View 2	Backup Material







City of Beacon Workshop Agenda
3/13/2017

Title:

Public Trail Regulations

Subject:

Background:

ATTACHMENTS:

Description	Type
Memo K&B Public Trail Regs	Cover Memo/Letter
LL Draft Public Trail Regs	Local Law

MEMORANDUM

TO: Mayor Randy Casale and Members of the Beacon City Council

FROM: Keane & Beane, P.C.

RE: Local Law Establishing Chapter 170 of the City Code -
Trail Rules and Regulations

DATE: March 9, 2017

The proposed local law would establish a new Chapter in the City Code entitled "Public Trail Regulations." The purpose of the Chapter, as stated in the local law, is to provide rules and regulations for the use of the City's trail system, including the Fishkill Creek Greenway and Heritage Trail (FCGHT).

The local law establishes general requirements for use of all trails including, for example, the periods of time when the trails will be open, notice that trail users should proceed with caution and at their own risk in light of weather and other natural conditions, requirement that pedestrians shall have the right-of-way over other users of the trail, authority of the City to designate locations of the trail for bicycle use, and prohibitions against littering, unleashed pets and damage to the trail or its infrastructure/amenities.

The local law also includes a list of prohibited activities applicable to all trails including, for example, overnight parking, use of motorized vehicles, downhill skiing, sledding, snowboarding, competitive racing except for special races or events authorized by the City, littering, smoking, feeding wildlife, and other similar activities.

Given the unique nature of the FCGHT being mainly comprised of easements over private property, the local law provides additional rules pertaining to the FCGHT. The rules propose that the FCGHT would be closed during snow and ice storm and prohibit the use of bicycles (except segments designed by the City as appropriate for joint use by bicycles and pedestrians) and cross country skiing (except where permitted by easement). The latter refers to the fact that FCGHT easements are being negotiated with the applicable land owners and based upon the topography, width of trail and other factors, a case by case determination can be made as to whether certain segments of the FCGHT are suitable for such use.

The Council should keep in mind that there are certain liability issues to consider when determining what uses should be permitted on the trail. We can discuss these issues with you in greater detail on Monday evening. In general, the New York State

General Obligations Law §9-103 provides immunity against liability for property owners, lessees or occupants who open their property for use by others for a certain enumerated list of activities, for example, hunting, fishing, canoeing, hiking, cross country skiing, bicycling riding, etc. The statute provides that property owners, lessees or occupants who open their land for these purposes owe no duty to keep their property safe for these purposes. However, as construed by the Courts, when the statute is applied to municipalities there is less protection afforded when a municipality opens property for these uses. In the event statutory immunity is not found to apply to the municipality, common law negligence standards will apply. In addition to the City's current insurance policies, there may be addition coverage the City may want to explore with its risk manager regarding activities on the City's trails.

Prior to being placed on the Council's workshop agenda, the local law has been circulated for comment from to the City Police Chief, Building Inspector, the head of the City Trails Committee and the attorney for several of the affected property owners along the proposed FCGHT. The draft local law incorporates comments received by these stakeholders prior to the finalizing of the City Council's agenda and backup materials. The next procedural action for the City Council to take regarding the proposed local law would be to schedule a public hearing.

LOCAL LAW NO. ____ OF 2017

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW ADOPTING CHAPTER 170
OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to adopt Chapter 170 of the Code of the City of Beacon regarding Public Trail Regulations.

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

Section 1. Chapter 170 of the City Code, entitled “Public Trail Regulations,” is hereby established as follows:

§170-1. Purpose. The purpose of this chapter is to provide rules and regulations for the use of public trailways in the City of Beacon, including the Fishkill Creek Greenway and Heritage Trail (“FCGHT”) extending from the Beacon Metro-North train station to the Town of Fishkill. The FCGHT and other public trails traverse public and private lands and the City finds that it is important to establish a uniform set of rules and regulations governing the use of such public trails for the protection of those using the trails as well as the private landowners whose property abuts a trail or includes a trail pursuant to an easement held by the City. In holding such easements and in establishing public trails, the City and the Grantors of the easements expressly rely upon the protection against liability contained in Section 9-103 of the New York State General Obligations Law, as the same may be amended from time to time. For such purposes, the City and Grantors of the easements, and their agents and invitees, are deemed “occupants” of the easement areas. The Council finds it appropriate for the protection of the public safety and welfare to enact legislation to establish rules and regulations for the public trails. Certain activities should be prohibited on public trails to protect the public safety and to assure eligibility for participation in the Hudson River Valley Greenway Trail Insurance program by Grantors of the easements, if desired. It is also appropriate that regulations applicable to the various trails in the City be suited to the unique characteristics of each particular trail.

§170-2. Applicability. This chapter shall apply to all public trails within the City of Beacon. Supplemental regulations applying to particular trails shall apply to the trails specified.

§170-3. Definitions. For the purpose of this chapter, the terms used herein are defined as follows:

TRAIL – All walkways and paths, not including sidewalks as defined in New York State Vehicle and Traffic Law, Title 1, Article 1, Section 14 and regulated in the City of Beacon under Chapter 191, which are owned by the City of Beacon, or over which the City holds an easement, and which are part of the City’s system of parks, or part of an organized system of trails, and which are open to the public for stated uses subject to City regulation, including, without limitation, the Fishkill Creek Greenway and Heritage Trail (“FCGHT”), and other trails which may be added to the City’s Trail system in the future.

A trail may be comprised of wood chips, boardwalk, stone dust, asphalt or concrete pavement or similar materials.

PERSON – Any individual, firm, partnership, corporation or association of persons, and the singular number shall include the plural.

§170-4. Rules and regulations applicable to all City Trails.

The following rules apply to the use of all City Trails. Supplemental rules may be established for particular trails, which are set forth in subsequent sections.

- A. Trails shall be open from sunrise to sunset and shall not be used by the public outside those time limits. In addition, the Police Chief, City Administrator or Highway Superintendent is authorized to close all or a portion of any Trail to the public for such a duration of time as warranted for the general safety and welfare of the public, such restrictions on use to be posted on the City website, with notice to be posted at trail heads to the extent practicable under the circumstances.
- B. In view of the natural and open character of Trails, and the changing character of the natural environment, the City can make no representation that any Trail is safely passable at all times when the Trail is open. All users of any Trail shall approach such Trail with caution and use it prudently and safely at the trail users own risk, in light of seasonal, weather, and other natural conditions. The City shall not be responsible for clearing snow, ice or floodwaters from the Trail.
- C. Persons shall keep to the right on all Trails, with passing on the left. Pedestrians shall be deemed to have the right-of-way, and all other users, including any permitted non-motorized bikers or cross country skiers, shall yield to pedestrians. All persons on trails shall yield to slower users. Joggers and runners shall yield to hikers and walkers.
- D. Where a trail does not have a separate lane for bicycle use, the City shall have the authority to limit use of bicycles on certain designated segments of any trail, to be marked by signage, based on all relevant conditions, including nature of the surface, slopes, potential interference with pedestrians and hikers or other users of the trail.
- E. Where bicycle usage is permitted on a trail segment, the City shall have authority to limit the permitted speed of bicycles.
- F. Persons shall stay on the marked trails and within the designated public use areas.
- G. All users of the Trail shall use the Trail safely and in accordance with the laws and ordinances of the City of Beacon and without creating a nuisance and with common courtesy to all others on the Trail.
- H. Littering is prohibited and all persons shall carry out their trash from all Trails and properly dispose of the trash in suitable containers.
- I. Pets shall be leashed at all times and persons accompanying the pet shall collect and carry out and properly dispose of the pet's waste.
- J. No person shall damage any Trail, or any building, structure, fence, picnic facility, or other improvement or amenity on or near a Trail.
- K. Without limiting the generality of the foregoing rules, or the applicability of any general law or regulation, the following activities are strictly prohibited on any Trail within the City system:
 - (1) Overnight parking in parking areas serving the Trail, including parking outside the hours from sunrise to sunset, except as otherwise permitted by the City Code.
 - (2) Use of motorized vehicles, including but not limited to, snowmobiles, motorcycles, motorbikes, motor-powered dirt bikes, motor-powered ATVs (All Terrain Vehicles) and all other motorized bicycles
 - (3) Downhill skiing, tobogganing, sledding, or snowboarding. Cross-country skiing may be permitted by the City on designated trails, or sections thereof, found to have sufficient

width for cross-country skiing without interfering with pedestrian and hiker activity on the trail.

- (4) Competitive racing, except for designated special races or events which have been permitted in advance by the City.
- (5) Skateboarding
- (6) Roller skating
- (7) Dumping or littering
- (8) Smoking
- (9) Use of alcohol or controlled substances
- (10) Playing radios or other sound-transmitting devices
- (11) Damaging or removing plant or wildlife
- (12) Feeding wildlife
- (13) Fishing
- (14) Camping
- (15) Campfires or barbequing
- (16) Swimming, diving, public bathing or sunbathing
- (17) Hunting or discharging of firearms
- (18) Any act, amusement or practice, whether listed specifically above or not, by which others on a Trail could be endangered, or which could reasonably interfere with the use of the Trail by others for recreational purposes, including, without limitation, blocking the trail, or interfering with passage of others.

§170-5. Rules applicable to the Fishkill Creek Greenway Heritage Trail (FCGHT)

- A. Findings. The Fishkill Creek Greenway Heritage Trail (FCGHT or the “Trail”) is a Trail for passive, non-motorized, pedestrian recreation in the form of walking, hiking, and visual enjoyment of the Fishkill Creek Corridor. The FCGHT Master Plan acknowledges that: “The FCGHT has been placed to fit within the existing landscape conditions with a light footprint and is intended to be active and serve uses in all four seasons. The trail has been designed to accommodate foot traffic primarily, although some sections may accommodate other uses. With the efforts of the Beacon Loop Trail, a concurrent project for the development of a city-wide pedestrian and bicycle trail, the FCGHT intends to serve a more passive purpose.” The FCGHT consists largely of easements over private property. The FCGHT is, in many cases, located in close proximity to residential dwellings and private property which is not subject to an easement allowing public access. The Trail itself is composed of varying materials and is not conducive to running or bicycling. The Trail covers long distances in remote locations which cannot be maintained to assure immediate removal of snow and ice. For all these reasons, it is appropriate that additional restrictions be imposed on the nature of the public use of the FCGHT Trail.
- B. In view of the natural and open character of FCGHT, and the changing character of the natural environment, neither the City nor the private property owners whose property is subject to a FCGHT easement can make any representation that any portion of the Trail is safely passable at all times when the Trail is open. All users of any Trail shall approach such Trail with caution and use it prudently and safely at the trail users own risk, in light of seasonal, weather, and other natural conditions. The City and private property owners whose property is subject to a FCGHT easement are not obligated to clear snow and ice from the Trail. The FCGHT shall be closed during snow and ice storms.

- C. Access to the FCGHT does not constitute permission to enter onto private property adjoining the Trail. Entry on private property adjoining the Trail is subject to prosecution as Trespass under the New York State Penal Law, in addition to constituting a violation of this section.
- D. Without limiting the generality of the regulations in Section 170-4, the following additional activities are prohibited on the FCGHT:
 - (1) Riding bicycles, except in segments of the trail which have been specifically designated by the City as appropriate for joint use by bicycles and pedestrians, and signed for such dual use.
 - (2) Cross-country skiing, except as permitted by easement

170-6 Penalties for offenses.

If any person violates the provisions of this chapter or engages in conduct in violation of this chapter, that person shall be subject to the penalties set forth at Section 1-3 of the City Code. Liability under this section shall be in addition to liability under the provisions of the New York State Penal Law, including but not limited to Penal Law section 145 (Criminal Mischief), Penal Law Section 150 (Arson), Penal Law Section 240 (Offenses Against Public Order). Violations of the Penal Law shall be punishable as either a misdemeanor or felony as described under Penal Law section 55 (Classification and Designation of Offenses).

§170-7. Enforcement.

The provisions of this chapter can be enforced by the City of Beacon Police Department and any other police officer or peace officer or other person who can lawfully make an arrest.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, the Chapter 190 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. This local law shall become effective immediately upon filing with the Office of the Secretary of State.

DRAFT

City of Beacon Workshop Agenda
3/13/2017

Title:

Proposed Local Law Regarding Alternate Grievance Day

Subject:

Background:

ATTACHMENTS:

Description	Type
Memo and LL Re Grievance Day	Cover Memo/Letter

MEMORANDUM

TO: Hon. Randy Casale, Mayor
Mr. Anthony Ruggiero, City Administrator

FROM: Judson K. Siebert, Esq. *JKS*

RE: Enactment of Local Law -
Alternate Grievance Day

DATE: March 10, 2017

The City of Beacon conducts its annual "Grievance Day" – on which administrative complaints to tentative assessments are presented to the Board of Assessment Review – on the fourth Wednesday of each May. This is a departure from the day utilized by other assessing municipalities within the County of Dutchess, which hear grievances on the fourth Tuesday of May. The City does so because its Assessor, Kathy Martin, is also employed by another assessing unit (the Town of East Fishkill).

In order to confirm this alternate date, the City must adopt a local law designating the fourth Wednesday of May as the date for the meeting of the Board of Assessment Review. Once enacted, this local law will be filed with the State of New York Department of Taxation.

The local law will remain in effect until repealed, which will be necessary should an assessor be appointed in the future who is employed solely by the City.

The local law is a formality, but one that should be observed for purposes of the process followed by the City since Kathy Martin's appointment.

A copy of the proposed local law, which should be enacted as soon as practicable (and before the publication of the tentative assessment roll in May), is attached.

cc: Kathy Martin, City Assessor
Nicholas M. Ward-Willis, Esq.

LOCAL LAW NO. ____ OF 2017

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW AMENDING
CHAPTER 199 OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to
create Chapter 199,
Article XI, Section 55
concerning Alternative
Grievance Day.

A LOCAL LAW to create Chapter 199, Article XI, Section 55 concerning the Grievance Day on which the Board of Assessment Review shall hear complaints relating to real property tax assessments.

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

Section 1. Chapter 199, Article XI of the Code of the City of Beacon entitled “Grievance Day” is hereby added as follows:

§ 199-55 Grievance Day for Complaints in Relation to Assessments.

The fourth Wednesday of May shall be the date for the annual meeting of the Board of Assessment Review to hear complaints in relation to assessments, pursuant to New York Real Property Tax Law Section 512.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, the Chapter 199 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
3/13/2017

Title:

Executive Session - Personnel

Subject:

Background:

City of Beacon Workshop Agenda
3/13/2017

Title:

March 20 - Public Hearing on Affordable Workforce Housing

Subject:

Background:

ATTACHMENTS:

Description	Type
LL Affordable Workforce Housing	Local Law

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
concerning Affordable
Workforce Housing.

A LOCAL LAW to amend Chapter 223 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, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to revise the following definitions:

BELOW-MARKET-RATE (BMR) UNIT

A new or rehabilitated housing unit which is restricted as to sale or rent to remain affordable to a BMR Unit Eligible Household, as defined below, by generally not exceeding 30% of the aggregate gross monthly income of the household for the actual size of the household that will occupy such unit. Said housing unit must be the primary residence of the household and shall not be sublet without the consent of the City Council or its designee.

BMR UNIT ELIGIBLE HOUSEHOLD

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 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 [based on the United States Census and as updated by the Department of Housing and Urban Development (HUD)], and which household can afford the maximum rent or sales price. In addition, the net assets of the household at the time prior to purchase or lease may not exceed 75% of the purchase price of the unit, except where such households

rely, due to age or disability, on the assets in lieu of income. Evidence of disability shall be the receipt of Social Security Disability Insurance (SSDI) payments. For example, for the year 2010, limitations are as follows:

Persons in Household	1	2	3	4	5	6
Maximum eligible income (100% of median)	\$58,400	\$66,800	\$75,100	\$83,400	\$90,100	\$96,800
Maximum housing cost (30% of gross income)						
Annually	\$17,520	\$20,040	\$22,530	\$25,020	\$26,030	\$29,040
Monthly	\$1,460	\$1,670	\$1,878	\$2,085	\$2,253	\$2,420
Eligible unit types	Studio or 1 BDR	1 BDR or 2 BDR	2 BDR or 3 BDR	2 BDR, 3 BDR or 4 BDR	3 BDR or 4 BDR	3 BDR or 4 BDR

All projects approved by the Planning Board prior to the effective date of this 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 actual size of the household [based on the United States Census and as updated by the Department of Housing and Urban Development (HUD)].

Section 2. 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. The primary purpose of this Article is to allow the City to maintain an appropriate mix of housing choices by creating a required number of quality 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 §223-63 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 upon the consent of the City Council, which may be withheld for any reason, 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 owner-occupied 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.

(1) 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:

- (a) Studio/efficiency unit: ~~350~~ 400 square feet.
- (b) One-bedroom unit: 600 square feet.
- (c) Two-bedroom unit: 800 square feet.
- (d) Three-bedroom unit: 1,000 square feet.
- (e) Four-bedroom unit: 1,200 square feet

(2) An Applicant may seek approval from the Planning Board to construct units smaller than the minimum gross floor area set forth above, only if the Applicant constructs more units than it is required to construct pursuant to this Chapter.

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	1 <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 this 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)]. In the event the Owner of the BMR units demonstrates to the satisfaction of the City Administrator or its designee that after a good faith effort it is not able to rent a BMR unit pursuant to this subsection (2), it may instead comply with subsection (1) above.

G. Categories of priority in descending order of priority.

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) Employees of the Beacon School District
- (d) All other residents of the City of Beacon.
- (e) Other persons employed in the City of Beacon.
- (f) All others.

- 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. Units designated as BMR units must remain affordable for a minimum of 50 years from date of original sale for owner-occupied units.
- 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 Administrator or its designee ~~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 two BMR units 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.

N. Waiver. Upon request of an application before the Planning Board, the City Council may modify or waive specific provisions of this Article, if it finds that the proposal meets the primary purpose of Section 223-41.8 and the project will result in more BMR units than is required pursuant to this Chapter.

Section 3. 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 4. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this

Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this

Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 5. Severability

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Section 6. Effective Date

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

DRAFT