



CITY OF BEACON
One Municipal Plaza
Beacon, New York 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

March 6, 2017
City Council Agenda

Call to Order

Pledge of Allegiance

Roll Call:

Public Comment:

Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight. Please sign in at the podium. This segment will last no longer than thirty minutes, with speakers recognized in the order they appear on the sign-in sheet. A second public comment opportunity will be provided later in the meeting for those who do not get to speak during this first segment.

Reports:

- Council Member Ali Muhammad
- Council Member Omar Harper
- Council Member Lee Kyriacou
- Council Member George Mansfield
- Council Member Pam Wetherbee
- Council Member Peggy Ross
- City Administrator, Anthony Ruggiero
- County Legislators
- Mayor Randy Casale

Local Laws and Resolutions:

1. Resolution Authorizing the Agreement with Things You Love, LLC for the Operation of the Beacon Flea Market
2. Resolution Authorizing the Amendments to Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities, Adding Seven New Greenway Guides
3. Authorizing the City of Beacon's Pledge to Support the Hudson River Waterfront Alliance
4. Resolution to Authorize an Agreement with Joule Assets, Inc. for Consulting Services Relating to Municipal Energy Services

Approval of Minutes:

- Minutes of Feb. 21, 2017

2nd Opportunity for Public Comments:

Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight. This segment will last no longer than thirty minutes. Those who spoke at the first public comment segment are not permitted to speak again.

Adjournment:

City of Beacon Council Agenda
3/6/2017

Title:

Resolution Authorizing the Agreement with Things You Love, LLC for the Operation of the Beacon Flea Market

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Beacon Flea Market	Resolution
2017 Flea Market Agreement	Agreement



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF BEACON
AND THINGS YOU LOVE EVENTS, LLC.**

WHEREAS, the City Council approves the execution of the License Agreement between the City of Beacon and Things You Love Events, LLC regarding the use of certain real property known as the Henry Street Parking Lot #1, located at the intersection of Henry Street and South Chestnut Street, Beacon, New York, as a flea market, on certain limited dates and with certain terms and conditions;

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of Beacon or the City Administrator is authorized to execute said License Agreement with Things You Love Events, LLC and any documents consistent therewith.

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

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement"), is made and entered into as of March __, 2017, between the City of Beacon, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office at One Municipal Center, Beacon, New York 12508 (hereinafter "Licensor" or the "City") and Things You Love Events, LLC, duly organized and existing under the laws of the State of New York, having its principal place of business at 35 North Elm Street, Beacon, New York 12508 (hereinafter "Licensee").

RECITALS

A. The City is the owner of certain real property known as the Henry Street Parking Lot #1, located at the intersection of Henry Street and South Chestnut Street, Beacon, New York (the "Property").

B. Licensee has requested a license to enter upon and use the Property for the purpose of operating a flea market on the Property on Sundays during the months April through November, from 7:00 a.m. to 4:00 p.m.

C. Licensor is willing to grant the requested permission subject to and upon the following terms and conditions:

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) **GRANT**: Subject to the terms and conditions of this Agreement and upon representation from Licensor that it is the owner of the Property the Licensor hereby grants to Licensee a non-exclusive license (the "License") to enter upon and use the Property solely for the purpose of the Permitted Use as defined in Paragraph Four (4) below.

(2) **TERM**: Subject to the terms of this Agreement, the term of the License shall commence upon the date of execution of this Agreement by the parties hereto and continue until November 30, 2017. The Property shall not be used by Licensee on the Spirit of Beacon day. The City further reserves the right, upon two (2) weeks prior notice, to make the Property unavailable for Licensee's use in the event it is required for use by the City for a City event or a third party event the City has authorized to use the Property. This Agreement may be terminated on thirty (30) days written notice by either party, without cause.

(3) **FEE**: In exchange for and as consideration for this License, Licensee agrees to pay to Licensors the sum of Two Hundred and Twenty (\$220.00) Dollars for each day the flea market operates on the Property, beginning April 1, 2017, through the date of the expiration or termination of this Agreement. To the extent the flea market is unable to operate because of inclement weather or due to the actions of the City, or the Licensee advises the City in writing via e-mail to the City Administrator by 5:00 p.m. the Friday before the anticipated use, Licensee shall not be required to pay a fee for the week in question. The fee shall be payable monthly and payment shall be due on the fifteenth day of each month commencing on April 15, 2017.

(4) **PERMITTED USE**: The License granted hereunder shall be solely for the Permitted Use described in sections 4(a) through 4(i) herein. Use of the Property by Licensee for anything other than the Permitted Use shall be deemed a breach of this License Agreement. The following is permitted under this Agreement:

- a. The Licensee shall operate a flea market on the Property;
- b. The layout for the operation of the flea market, including the location of entrances and exits and proposed locations for vendors, is set forth on Exhibit "1" attached hereto;
- c. Walk-in spaces on the Property as set forth in Exhibit "1" shall be reserved for Beacon residents until 7:30 a.m. on Sunday morning;
- d. A portable toilet shall be installed on the Property by Licensee from the period April 1 through November 30, in the location set forth on Exhibit "1", and Licensee shall be responsible for installing and maintaining the portable toilet;
- e. The Property will be closed off with barriers installed by Licensee starting at 8:00 p.m. on Saturdays before the day the flea market is to operate. Licensee is responsible for the installation and removal of all barriers and must permit vehicles located on the Property prior to 8:00 p.m. to vacate the Property at all times. In the event the flea market anticipates it is not going to operate on any Sunday between April 1 and November 30, Licensee shall not install any barriers the previous Saturday. Notwithstanding the provisions in Paragraph Three (3) above, if barriers are installed on the previous Saturday, and the flea market is unable to operate on Sunday for any reason not caused by the City, the Licensee shall remain responsible for the payment of the required fee.
- f. A sign shall be posted at Licensee's sole cost and expense notifying persons using the Property for parking that the parking lot will be closed on Saturday starting at 8:00 p.m. until Sunday at 4:00 p.m. from April 1 to November 30. Licensee shall use its best efforts to

have owners remove vehicles from the Property starting Saturday evening before the flea market is scheduled to operate. The City shall have no obligation to ensure that vehicles are removed from the Property. Any vehicles remaining on the Property after 8:00 p.m. on a Saturday shall be roped off in a manner to protect them from damage and a notice placed on the car with a phone number for the owner to call in the event the owner wishes to remove the vehicle. Licensee shall cooperate with the car owner so the car may leave the Property.

- g. During the period the flea market is in operation, the entrance into the Property from South Chestnut Street and the Southeast exit from the Property onto Henry Street will remain open. The Southwest exit onto Henry Street shall be closed during the operation of the flea market;
- h. The Licensee shall maintain four to six trash barrels distributed throughout the Property during the operation of the flea market. All trash barrels shall be maintained by Licensee and emptied and removed each Sunday at the time the flea market operations conclude;
- i. The Licensee shall offer at least one stall to the City of Beacon School District during any week the flea market is in operation, at no charge; and
- j. No food or beverage vendors will be allowed to operate on the Property.
- k. The installation, at Licensor's discretion, during the term of this Agreement, at Licensee's cost, of the following signs (to be provided by Licensee) within the public right of way in the following locations: (i) Two signs back to back at Teller and Henry on an existing aluminum lamp pole; (ii) One sign on an existing pole on Wolcott and Teller; (iii) Two signs on opposite sides of Wolcott, approaching Main Street, on existing posts.

(5) **MAINTENANCE:** The Licensee shall be responsible for maintaining the Property at all times the Property is being used for the Permitted Use. Licensee shall ensure that the Property is clean, that all garbage is disposed of properly and that all vendor's equipment and barriers are removed by 4:00 p.m. each Sunday following the operation of the flea market.

(6) **SUPERVISION:** Licensee shall be responsible for and take all precautions for the protection of all persons and of real and personal property using the Property for the Permitted Use.

(7) **HOURS OF OPERATION:** The Permitted Use shall be allowed from April 1 through November 30, on Sundays during the hours 8:00 a.m. to 4:00 p.m., weather permitting. Vendors may arrive at the Property at 7:00 a.m. on the day the flea market is to operate. The Property shall be closed to vehicle parking beginning at 8:00 p.m. Saturday the evening before the flea market is to operate.

(8) **NON-ASSIGNABILITY:** It is expressly understood between the Parties herein that this License does not run with the Property, is not coupled with any other interest, is not assignable, and may be terminated by Licensors at any time for a breach of this Agreement, or without cause on thirty (30) day notice as set forth in Paragraph Two (2) above. This Agreement shall not be Recorded.

(9) **INSURANCE:** Throughout the term of this Agreement, Licensee shall obtain and maintain, at Licensee's sole cost and expense, and keep in force for the benefit of Licensee, with Licensors named as an additional insured, insurance policies providing the following coverage:

A comprehensive policy of general public liability insurance, protecting and indemnifying Licensors and Licensee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Property, and all other areas adjacent to the Property, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence with an aggregate of Two Million Dollars (\$2,000,000.00), for personal injury and property damage;

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies acceptable to Licensors; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Licensors may carry; (iii) insure and name Licensors as an additional insured; and (iv) contain an express waiver of any right of subrogation by the insurance company against Licensors and/or its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Licensee (or its invitees arising under or out of this Agreement). On or before the execution of this Agreement by the parties herein, Licensee shall deliver to Licensors certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy (and any renewal or extension thereof) required to be carried hereunder shall provide that, unless Licensors shall first have been given thirty (30) days prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes shall also require Licensors's prior written approval).

Licensee shall not do or permit to be done any act or thing upon the Property that will invalidate or be in conflict with any insurance policies covering the same. Licensee shall

promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the Property which shall increase the rate of insurance on the Property.

(10) **INDEMNIFICATION:** Licensee shall defend, indemnify, protect, and hold harmless Licensor and its respective elected officials, officers, employees, agents, contractors, subcontractors or legal representatives, (the "Licensor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the License granted hereunder for the Property or any portion thereof or any of Licensee's activities on the Property, unless caused by the acts or omissions of Licensor; (ii) arise from or are in any way connected with any act or omission of Licensee or Licensee's invitees; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's or the Licensee's invitees' property or equipment on the Property; or (v) result from injury to any person or property or loss of life sustained in or about the Property caused by or arising out of Licensee or Licensee's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Licensee's obligations under this paragraph shall survive the revocation or termination of this Agreement.

(11) **WAIVER OF RESPONSIBILITY:** Neither Licensor nor the Licensor Parties shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Property, or any part of the Property, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct by Licensor. To the maximum extent permitted by law, Licensee shall use and occupy the Property and such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk.

(12) **VACATION OF PREMISES:** Upon termination of this Agreement, Licensee shall promptly (i) refrain from accessing and/or using the Property, and (ii) return the Property to its original condition prior to the Permitted Use. Licensee shall repair any damage to the Property caused by Licensee's use thereof.

(13) **GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the state in which the Property is located and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

(14) **NOTICES:** All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Licensor: City of Beacon
One Municipal Plaza
Beacon, New York 12508

Attention: City Administrator

With a Copy to: Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Attention: Nicholas Ward-Willis, Esq.

If to Licensee: Things You Love Events, LLC
35 North Elm Street
Beacon, New York 12508

Attention:

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

(15) **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

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

**THINGS YOU LOVE EVENTS,
LLC**

CITY OF BEACON

By: _____
Emma Dewing

Title: _____

By: _____
Anthony Ruggiero

City Administrator

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

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

Signature and Office of individual
taking acknowledgement

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

On the __ day of _____ in the year 2017 before me, the undersigned, personally appeared Anthony Ruggiero, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

EXHIBIT A

Property

City of Beacon Council Agenda
3/6/2017

Title:

Resolution Authorizing the Amendments to Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities, Adding Seven New Greenway Guides

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Greenway Connections	Resolution
Greenway SEQRA Pt. 1	Backup Material
Greenway SEQRA Narrative	Backup Material
Greenway SEQRA 2	Backup Material



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

Resolution to Authorize the Amendments to Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities, adding seven new Greenway Guides

WHEREAS, the Hudson River Valley Greenway Act of 1991 has as a legislative goal the establishment of the Greenway Compact, a process for voluntary cooperation among the communities of the Hudson River region; and

WHEREAS, the City of Beacon adopted *Greenway Connections* by Local Law and joined the Greenway Compact on August 7, 2000; and

WHEREAS, the Greenway Act or the adoption of *Greenway Connections* do not supersede or change the powers that the State has granted municipal governments under the New York constitution, the Municipal Home Rule Law, or various municipal enabling acts, and

WHEREAS, the Local Law adopting *Greenway Connections* contained a provision allowing subsequent amendments to the document by resolution of the local legislative body; and

WHEREAS, after multiple local presentations and public comments, the Hudson River Valley Greenway Communities Council has approved seven new Greenway Guides to be included in *Greenway Connections*: Centers and Greenspaces, Slower Safer Streets, Rural Roads, Building Bicycle Networks, Convenience Stores with Gas Pumps, Recycling and Waste Collection, and Green Infrastructure; and

WHEREAS, the Greenway Guides are entirely optional in nature and to be considered only when local officials in discretionary decisions think they may be appropriate; and

WHEREAS, the City of Beacon City Council, as lead agency, has completed a review under the State Environmental Quality Review Act (SEQRA) and has determined that these amendments to *Greenway Connections* will not have a significant effect on the environment and, therefore, warrant a "Negative Declaration" under Article 8 of the State Environmental Conservation Law, and

NOW, THEREFORE BE IT RESOLVED,

1. That the City of Beacon City Council has prepared and hereby adopts the annexed SEQRA Negative Declaration for the proposed action; and
2. That the City of Beacon City Council approves and adopts the amendments to *Greenway Connections* to include seven new Greenway Guides: Centers and Greenspaces, Slower Safer Streets, Rural Roads, Building Bicycle Networks, Convenience Stores with Gas Pumps, Recycling and Waste Collection, and Green Infrastructure.

3. That the City Clerk provide a copy of this Resolution and the amendments to the Greenway Connections to members of the Planning Board, the Greenway Trail Committee, Building Inspector and City Engineer.

Approved: _____ Date: _____

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: Amendments to Greenway Connections							
Project Location (describe, and attach a location map):							
Brief Description of Proposed Action: Amend Greenway Connections, a planning document cited in the Zoning Law and Subdivision Regulations, to include 7 new Greenway Guides: - Centers and Greenspaces; - Slower Safer Streets; - Rural Roads; - Building Bicycle Networks; - Convenience Stores with Gas Pumps; - Recycling and Waste Collection; and - Green Infrastructure.							
Name of Applicant or Sponsor:		Telephone:					
		E-Mail:					
Address:							
City/PO:		State:	Zip Code:				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NO</td> <td style="padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NO</td> <td style="padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____			

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: _____</p>		

**Short Environmental Assessment Form for Amendments to
*Greenway Connections: Greenway Compact Program and Guides for
Dutchess County Communities*
Part 1 Narrative**

The _____[Name of Municipality]_____ adopted *Greenway Connections* on _____[Date]_____, consistent with Section 44-0119 of the New York State Environmental Conservation Law. The Local Law adopting *Greenway Connections* and cross-referencing it in zoning and subdivision regulations contained a provision allowing for subsequent amendments to the document by resolution of the local legislative board. The Hudson River Valley Greenway Communities Council (Greenway Council) has approved seven new Greenway Guides to be included in *Greenway Connections*. This action is to amend *Greenway Connections* to incorporate the following Greenway Guides:

- Centers and Greenspaces;
- Slower Safer Streets;
- Rural Roads;
- Building Bicycle Networks;
- Convenience Stores with Gas Pumps;
- Recycling and Waste Collection; and
- Green Infrastructure.

The Greenway Compact program is a voluntary partnership between the Greenway Council and local communities to work toward Greenway goals, help build a network of connecting trails, and use the Greenway Guides to improve their surroundings. *Greenway Connections* features an analysis of landscape patterns in the region, highlighting key planning principles for each natural or settlement pattern. In terms of implementing the program, the document includes a listing of model projects consistent with Greenway goals, ways to work with neighboring communities, and methods for improving the development review process through the use of Greenway Guides.

The Greenway Guides supply good planning advice and illustrate practical solutions on a variety of issues to help local officials with everyday decisions. They highlight some of the best existing examples of successful designs in Dutchess County. The Guides can be used to supplement zoning laws and other regulations, similar to existing comprehensive plans or other planning documents, but they are not required standards. Their use is optional. They can help guide discretionary actions in cases where local boards feel they are appropriate.

By providing highly visual guidance up-front, applicants will better understand what communities want and will be able to propose more compatible projects on the first submittal. Therefore, the Greenway Guides are meant to help streamline the development review process for proposals that generally fit in with locally defined community character and approved guidelines.

The Greenway Compact program is entirely voluntary and relies on incentives and guidelines, not regulations or requirements. The flexibility and hands-on nature of home rule and local decision making is thereby protected, yet strengthened with the mutual support of surrounding Greenway Compact communities.

The standard questions in Part 1 of the Short Environmental Assessment form are generally not applicable to the adoption of amendments to a planning document. This narrative is generic in nature because the adoption of the new Greenway Guides is not related to a specific project site, although it may have widespread applications and potentially affect future land use decisions.

This action may have potential impacts on patterns of land development, water quality, wildlife habitat, agricultural activities, aesthetic qualities, historic resources, open space and recreational opportunities, transportation systems, and long-term public health, safety and general welfare, but no significant negative impacts are anticipated. Any impacts are intended to be entirely beneficial. No mitigation measures are needed for beneficial impacts. Each specific zoning, site plan or land use decision of any significance that may be affected by the adoption of the Greenway Guides will require a subsequent decision and environmental review process.

In summary, the policies, principles, and guides incorporated in *Greenway Connections* are voluntary, advisory, and overwhelmingly positive in nature and will be subject to continued public discussions and decisions for approval or funding before being implemented. These subsequent actions will be subject to environmental review under SEQRA once the specifics of the project or decision is known.

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

City of Beacon Council Agenda
3/6/2017

Title:

Authorizing the City of Beacon's Pledge to Support the Hudson River Waterfront Alliance

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. HRWA	Resolution
HRWA Pledge	Backup Material



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**AUTHORIZING THE MAYOR TO SIGN THE HUDSON RIVER WATERFRONT
ALLIANCE PLEDGE**

WHEREAS, the City of Beacon opposes the proposal to locate anchorage sites at locations along the Hudson River, including the several mooring points in the River opposite Beacon/Newburgh; and

WHEREAS, the Hudson River Waterfront Alliance (HRWA) is committed to collaborative examination of the local and regional impacts of the proposed anchorage sites; to providing information regarding the proposal to residents and stakeholders; and to utilizing its collective resources to protect and preserve the interests of the Hudson River communities.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is authorized to sign the HRWA pledge supporting goals and objectives of the HRWA to examine the issues associated with permitting the proposed anchorage sites along the Hudson River and protect and preserve the interest of the affected Hudson River communities.

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



PLEDGE

The Hudson River is a federally designated American Heritage River for which special consideration must be given to the effects of actions taken on, around or within the River on the natural, historic, economic, and cultural needs of the surrounding communities. Extraordinary local, state and federal resources have been dedicated to the revitalization of the Hudson River over the last several decades. Likewise, the communities along the shores of the Hudson River have engaged in very successful, decades-long campaigns to reverse the impacts of industrialization and to return the Hudson River shoreline to the people.

The Coast Guard's proposed extension of Hudson River anchorage sites will reverse the pattern of restoring economic and environmental prosperity of the River and its surrounding communities.

In recognition of our mutual concern for the economic vitality, environmental health, and public safety of the Hudson River and its surrounding communities, we stand united as the Hudson River Waterfront Alliance (HRWA). The HRWA commits to collaborative examination of the local and regional impacts of the proposed anchorage sites; to providing information regarding the proposal to residents and stakeholders; and to utilizing its collective resources to protect and preserve the interests of the Hudson River communities we serve.



NAME

MUNICIPALITY

City of Beacon Council Agenda
3/6/2017

Title:

Resolution to Authorize an Agreement with Joule Assets, Inc. for Consulting Services Relating to Municipal Energy Services

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. CCA Joule Energy	Resolution
CCA Joule Agreement	Agreement



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE MUNICIPAL ENERGY
SERVICES AGREEMENT WITH JOULE ASSETS, INC.**

BE IT RESOLVED, that the City Administrator is authorized to sign the Municipal Energy Services Agreement with Joule Assets Inc., to provide consulting and program administration services in connection with municipal energy services for energy programs for the City of Beacon and for residents and business located therein (collectively, the “Municipal Energy Programs”) including, without limitation, Community Choice Aggregation (“CCA”), demand response (“DR”), demand management, microgrids, distributed energy resources (“DER”), and financing in connection therewith, in substantially the same form as the Agreement annexed hereto, subject to the reasonable satisfaction of the City Administrator and City Attorney as to form and substance.

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

Municipal Energy Services Agreement

This Municipal Energy Services Agreement (the “**Agreement**”) is entered into as of [date] (the “**Effective Date**”) by and between, the City of Beacon, a municipal corporation of the State of New York, having its principal offices at 1 Municipal Plaza, Beacon, New York 1508 (“**Municipality**”) and Joule Assets Inc. a Delaware corporation having its principal offices at 2 Depot Plaza, Suite 402, Bedford Hills, New York 10507 (“**Joule**”)(Municipality and Joule are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services in connection with municipal energy services (collectively, the “**Municipal Energy Services**”) for energy programs for municipalities and for residents and business located therein (collectively, the “**Municipal Energy Programs**”) including, without limitation, Community Choice Aggregation (“**CCA**”), demand response (“**DR**”), demand management, microgrids, distributed energy resources (“**DER**”), and financing in connection therewith;

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the Order issued by the New York State Public Service Commission in Case 14-M-0224 - an Order Authorizing Framework For Community Choice Aggregation Opt-Out Program (“**PSC CCA Order**”);

WHEREAS, Municipality is interested in exploring whether CCA and other Municipal Energy Services are appropriate for the Municipality; and

WHEREAS, Municipality desires to engage Joule in connection with the Municipal Energy Services and Joule desires to provide the Municipal Energy Services to Municipality in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto do agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The following terms shall have the meanings ascribed below:

(a) “**Community Choice Aggregation Program**” or “**CCA Program**” or “**Program**” means a municipal energy procurement program, which replaces the incumbent utility as the default supplier for all Eligible Customers within the Participating Municipality, as defined in the PSC CCA Order.

(b) “**Applicable Law**” means the PSC CCA Order and all statutes, ordinances, laws, rules and regulations that are applicable to the CCA Program and the Services.

(c) “**Bidder**” means a Competitive Supplier that submits a bid in response to the Solicitation.

(d) “**CCA Administrative Fee**” has the meaning ascribed in Section 5.1.

(e) “**CCA Program Administrator**” means either Joule (if provided for in Section 2.2) or a third party entity which may be selected by Municipality to provide administrative services in connection with a CCA.

(f) “**CCA Enabling Legislation**” means a local law or ordinance, adopted by Municipality according to Municipal Home Rule Authority and in compliance with PSC CCA Order, which authorizes Municipality to join a CCA program.

(g) “**Competitive Supplier**” means an entity duly authorized to conduct business in the State of New York as an energy service company (“**ESCO**”) that procures electric power and/or natural gas for Eligible Customers in connection with this CCA Program.

(h) “**Compliant Bid**” means a bid agreed upon by Municipality and Joule.

(i) “**Default Service**” means a supply service provided by the Distribution Utility to customers who are not currently receiving electric service from an ESCO.

(j) “**Distribution Utility**” means the owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.

(k) “**Effective Date**” shall have the meaning ascribed in the preamble to this Agreement.

(l) “**Electric Service Agreement**” or “**ESA**” means the Electric Service Agreement that may be entered into by and between Municipality and the Selected Supplier that contains the terms and condition concerning electricity procurement.

(m) “**Municipal Energy Program**” means a program described in the preamble to this Agreement.

(n) “**Municipal Energy Services**” means the services provided by Joule in connection with one or more Municipal Energy Programs” as described in the preamble.

(o) “**Municipality**” means the municipality described in the preamble.

(p) “**Participating Customer**” means a customer who is eligible to participate in the CCA Program in accordance with the PSC CCA Order and who participate in the CCA Program, including without limitation those who are eligible to participate on an opt-out basis and who have not opted out, and those who are eligible to participate on an opt-in basis and have opted-in.

(q) “**Program Organizer**” means a group proposed by Joule and appointed with the Municipality’s consent in accordance with Article 4 to provide certain services with respect to the CCA Program.

(r) “**PSC CCA Order**” means the April 21, 2016 “Order Authorizing Framework For Community Choice Aggregation Opt-Out Program” issued by PSC in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs.”

(s) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

(t) “**Selected Supplier**” means the supplier of electricity selected by the Municipality following the Solicitation.

(u) “**Solicitation**” has the meaning ascribed in Section 3.2(d).

ARTICLE 2. RIGHTS AND RESPONSIBILITIES OF THE PARTICIPATING MUNICIPALITY

2.1 Municipality agrees to investigate with Joule the benefits and desirability of implementing a CCA Program and other Municipal Energy Programs.

2.2 In the event that Municipality (i) elects to implement a CCA Program within eighteen (18) months from the Effective Date by enacting Enabling Legislation; and (ii) elects to issue a Solicitation to receive Compliant Bids for an Electric Service Agreement from Competitive Suppliers in connection therewith; then, Municipality agrees that Joule will serve as CCA Program Administrator.

2.3 At such time, the Parties will work cooperatively to create such Solicitation, and the CCA Program Administrator, with the Municipality's consent and approval, shall select the winning Competitive Supplier provided that:

(a) The selected Competitive Supplier's proposal must be a Compliant Bid whose bid Joule determines to be the most advantageous to the CCA Program and Municipality based on the evaluation factors set forth in the Solicitation; and

2.4 Municipality may designate a representative to review and participate in the evaluation of the Bids.

(a) In the event a Compliant Bid is received and accepted, Municipality shall execute the ESA (the terms of which shall be consistent with this Agreement and shall be subject to Joule's input and the Municipality's input and the reasonable approval of both Joule and Municipality) with the selected Competitive Supplier in a timely fashion. It is agreed that such ESA will either be a two-party agreement by and between the Municipality and selected Competitive Supplier, or a three-party agreement by and between the Municipality, the selected Competitive Supplier and Joule or another CCA Program Administrator; in either event such ESA will be in accord with, and in contemplation of, this Agreement;

(b) Municipality agrees that the selected Competitive Supplier shall remit a fee to the CCA Program Administrator in accordance with Section 5.1, but the Municipality shall have no obligation to pay or collect any such fees.

2.5 Regardless of whether Municipality elects to implement a CCA Program, in the event that Municipality desires to implement other Municipal Energy Programs and engage Joule's assistance in connection with such implementation, the Parties may, but are not required to, enter into a subsequent agreement describing the scope of Joule's services and the payment to Joule in connection therewith.

2.6 In addition to the foregoing, Municipality shall:

(a) Assist Joule by providing to Joule all publicly available information pertinent to potential or actual Municipal Energy Program upon reasonable request.

(b) Use reasonable efforts to secure release of other data applicable to potential or actual Municipal Energy Programs held by others, including but not limited to residential and small commercial customer account and load information under the authority granted by the PSC CCA Order.

(c) Give prompt notice to Joule if Municipality becomes aware of any breach of this Agreement or any agreement relating to this Agreement.

2.7 Except to the extent provided in Section 2.2, nothing herein shall be construed to require the Municipality to approve an ESA with a Competitive Supplier.

2.8 Municipality shall comply with all Applicable Laws.

ARTICLE 3. RIGHTS AND RESPONSIBILITIES OF JOULE

3.1 Joule shall perform each of the following activities as part of the Municipal Energy Services:

(a) Provide Municipality with information concerning the benefits and desirability of implementing a CCA Program and other Municipal Energy Programs at public meetings, work sessions, phone calls and otherwise.

(b) Provide marketing services for a potential CCA Program.

3.2 Upon the occurrence of the events described in Section 2.2, Joule shall:

(a) Support the Municipality and attend board and public meetings.

(b) Provide to the PSC, the Distribution Utility and parties to the PSC CCA Order, requested information and documentation of the actions undertaken by the Municipality in connection with the Program, and otherwise coordinate efforts with such entities.

(c) Provide marketing services for the CCA Program.

(d) Manage a competitive procurement process for the CCA Program (the “**Solicitation**”) in a manner consistent with New York General Municipal Law including, without limitation:

- i. Prepare bid specifications and procurement of competitive bids;
- ii. Review responses to competitive bids to determine if they are Compliant Bids; and
- iii. Assist with contract negotiations with the selected Competitive Supplier.

(e) In the event there is a Compliant Bid, prepare program notification letters to opt-out customers, and supervision of all other notices and publications required under the PSC CCA Order to facilitate the adoption and operation of the Program.

(f) In the event there is a Compliant Bid, prepare a program implementation plan and a data protection plan in accordance with the PSC CCA Order.

(g) Subject to the approval of the Municipality, Joule may develop proposals for potential offers of opt-in distributed energy resources (DER) products and services to Participating Customers, including opportunities to participate in local renewable energy projects, shared solar, energy efficiency, demand response, energy management, and other innovative Reforming the Energy Vision (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA, and reduce costs for Participating Customers; and

(h) Fulfill any other responsibilities that reasonably relate to administering the CCA Program.

3.3 Joule shall give prompt notice to Municipality if Joule becomes aware of any breach of this Agreement or any agreement relating to this Agreement. □

3.4 Joule shall comply with all Applicable Laws. □

ARTICLE 4. ROLE OF PROGRAM ORGANIZER FOR CCA PROGRAM

4.1 Joule shall have the right to propose a local Program Organizer to Municipality in connection with

the CCA Program or otherwise. Upon the consent of Municipality, which shall not be unreasonably withheld, conditioned or delayed, Joule may assign or delegate certain or all of its CCA Program Administrator tasks to the Program Organizer, and may share a portion or all of the CCA Administrative Fee as described in Section 5.1 with the Program Organizer.

ARTICLE 5. PAYMENT.

5.1 Upon commencement of an ESA, Municipality agrees that Joule will be paid by the selected electricity supplier per kWh (volumetrically) for electricity purchased for all Participating Customers during the duration of the ESA a fee of \$0.0008/kWh (8/100^{ths} of one cent/kWh) per ESA contract year, or another fee agreeable to both Parties (the “**CCA Administrative Fee**”).

5.2 It is understood and agreed that as part of the Municipal Energy Services in connection with a potential CCA Program, the Distribution Utility may require a payment for records related to electricity usage of potential Participating Customers. Upon enactment of CCA Enabling Legislation, Joule is authorized to pay the Distribution Utility up to \$0.07 (7 cents) per record; for which Municipality shall not be liable, provided that Joule may seek reimbursement of such payment from the Competitive Supplier as part of an ESA (apart from the CCA Administrative Fee).

5.3 No portion of the CCA Administrative Fee shall be paid by Municipality.

ARTICLE 6. TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and, except as provided herein, it shall expire as follows:

(a) If no ESA is executed as contemplated by Section 2.3, eighteen (18) months from the Effective Date;

(b) If one or more ESA is or are executed as contemplated by Section 2.3, the termination or expiration of the ESA that expires latest.

6.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the “**Non-breaching Party**”) upon a material breach of the other Party (the “**Breaching Party**”) if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving notice of such breach from the Non-breaching Party.

6.3 In the event of any termination or expiration of this Agreement:

(a) Joule shall deliver to Municipality copies of all files and documents pertaining to any CCA Program;

(b) Except as expressly provided herein, all obligations of the Parties hereto pursuant to this Agreement shall terminate.

ARTICLE 7. INSURANCE AND INDEMNIFICATION

7.1 Upon Joule becoming a CCA Program Administrator as described in Section 2.2 and for the balance of the term of the Agreement, Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual

aggregate to protect itself and Municipality from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Joule may be legally responsible, with a deductible not to exceed \$50,000 without prior written approval.

7.2 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold harmless the Municipality and the Municipality's elected officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with a claim by a third-party (i.e. a person other than the Indemnified Parties) arising out of (i) any material breach of this Agreement by Joule (including its obligations, covenants, representations or warranties) and not resulting from the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents; or (ii) any action or omission taken or made by Joule in connection with Joule's performance of this Agreement, which action or omission is found in a final judgment by a court of competent jurisdiction or by arbitration to constitute Joule's gross negligence or willful misconduct, and excepting from both (i) and (ii) claims resulting from the actions (or omissions where there is a duty to act) of the Municipality or its respective elected officials, officers, employees or agents.

ARTICLE 8. CONFIDENTIAL INFORMATION.

8.1 During the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 8.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "**Order**"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 8.1. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of

care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 8.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days' notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

8.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

8.3 Compliance by the Municipality with the New York State Freedom of Information Law ("**NY FOIL**") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL.

8.4 Ownership of Personally Identifiable Data. All personally-identifiable data, developed or obtained under this Agreement ("**PI Data**") relating to Participating Customers, other than the Joule's Confidential Information, will be and shall remain the sole property of the Municipality. Joule shall promptly deliver all such PI Data to the Municipality at the Municipality's request; provided that Joule may retain a copy of such PI Data for its archival purposes.

8.5 The obligations under this Article 8 shall survive the termination or expiration of this Agreement for two (2) years.

ARTICLE 9. MISCELLANEOUS

9.1 Relationship of the Parties. The Parties acknowledge and agree that Joule is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

9.2 Joule covenants that the individuals engaged by Joule in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. Joule represents and covenants that it has completed the I-9 verification process for all persons who perform services for Municipality.

9.3 Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

9.4 Entire Agreement/Amendment. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only

by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the Parties.

9.5 Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction in the county in which the Municipality is located.

9.6 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

9.7 Section Headings. Section headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and the year first above written.

Company:
Joule Assets Inc.

THE CITY OF BEACON,

By: _____
Name:
Title:

By: _____
Name: Randy Casale
Title: Mayor

[SIGNATURE PAGE TO _____ AGREEMENT

Confidential

City of Beacon Council Agenda
3/6/2017

Title:

Minutes of Feb. 21, 2017

Subject:

Background:

ATTACHMENTS:

Description	Type
2017-02-21 draft minutes	Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on February 21, 2017. Please note that the video recording of this meeting is available at <http://vimeo.com/channels/40154>.

Council Members Present:

Lee Kyriacou, At Large
George Mansfield, At Large
Peggy Ross, Ward One
Omar Harper, Ward Two
Pamela Wetherbee, Ward Three
Ali Muhammad, Ward Four
Randy Casale, Mayor

Council Members Absent/Excused:**Also Present:**

Anthony Ruggiero, City Administrator
Edward Phillips, City Attorney

A moment of silence was observed for those who work to protect human rights

First Opportunity for Public Comments: Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight.

Speakers:

Sue Waivada: Read a letter regarding the president's executive orders regarding the deportation of persons from the seven countries. Requests that Beacon adopt a resolution similar to the one passed in Ithaca, New York. Attachment **No. 1**

Joe Gilmore: Submitted a proposal to the City about becoming a sanctuary city. Attachment **No. 2**

Rachel Thompson: Supports the proposal to become a sanctuary city.

Connie Hogarth: Hopes that the City of Beacon will uphold our country's values and the commitment to Lady Liberty. Thinks we should reject the new restrictions that could affect our neighbors. Would like a guarantee that our local police will not be asked to act as immigration officers.

Steve Gold: Congratulated the City on moving forward with the Foundation Aid resolution and is glad that this is being put forth before the budget meetings begin in Albany. Gave the history surrounding the issue of the Foundation Aid. Advised that Assemblyman Skartados is outraged with the situation.

Kelly Ellenwood: Gave an overview of BeaconArts and the read the update report. Attachment **No. 3**

Janet Werther: Would like the City consider becoming a sanctuary city. It is time to memorialize our current actions with the title Sanctuary City. Has encountered individuals who believe that they are in danger of deportation.

Brent Spodek, Rev. Benson, Alita Singleton, Ben Larson: Came to the podium together. Rabbi Spodek spoke about this family's history and how they immigrated to this country. Rev. Benson: all who are not Native Americans have stories like this...read passages from the Bible. Pastor Alita Singleton: Would like to pledge to open there congregation to all who need sanctuary. Ben Larson: Hopes that our City leaders will make Beacon a beacon for those who seek refuge.

April Farley: Advised that the next NAACP meeting will be March 4 at the Howland Public Library at 10:30. Support Connie Hogarth's movement to have Beacon become a sanctuary city. Would like the council to discuss the impact of the higher costs of rent on its long-term residents.

David Eberle: Believes the words on the Statue of Liberty. Immigrants contribute a lot to the economy.

Erin Giunta: Support the Summer Camp proposal at the settlement camp. Supports the sanctuary city proposal and the resolution requesting restoration of the Foundation Aid funds.

Vicky Fox: Supports the sanctuary city proposal. Does not want the City of Beacon to look back at this time in history with shame we want to remain proud. Let us show compassion because that is what America is really about.

Craig Wolf: Thanked Steve Gold for his remarks about the foundation aid funds. As a school board member, he wanted to report that they are trying to revitalize the schools and of course, money is part of that equation. Does not know what the Highline in NYC looks like but maybe it could be tabled. Does not know if the consolidation of the firehouses is the best solution for the City of Beacon.

Mayor Casale asked Mr. Wolf about the BCSD's vote on the foundation aid issue.

Community Segment: Black History Month

- Mary Ann Vitrano accepted a Certificate of Recognition honoring the City of Beacon's first woman council member, Eleanor Thompson.
- A short video about the first African American to graduate from West Point, Henry O. Flipper, was shown.

Public Hearings:

- **Proposed Local Law to Amend Chapter 223 of the Code as it Relates to the Zoning Board of Appeals.**
No public comments.
Motion to close: Council Member Muhammad, second by Council Member Wetherbee
6-0 (Council Member Harper was not present for this vote)

- **Proposed Amendments to the Comprehensive Plan and Zoning Ordinance**
Frank Fish, BFJ Planners: Summarized the two actions with a PowerPoint presentation.

Steve Gold: Mentioned the time he spent working with Eleanor Thompson. Thinks that Beacon is a very harmonious city. Mentioned his history of updating the comprehensive plan. Thinks that the amendments will be great for the City for years to come.

Kelly Ellenwood: (see full comments at the end of these minutes).

Theresa Kraft: The City should be proactive in restoring Tioronda Bridge.

Antony Tseng: Does not want the Sloop Club to be negatively impacted by the new zoning.

Craig Wolf: People seek a walkable city experience. Maybe the waterfront can be connected by a rail line.

Motion to Close: Council Member Muhammad, second Council Member Mansfield
6-0 (Council Member Harper was not present for this vote)

Council Member Reports:

Ali Muhammad: Gave details about the upcoming Unity in the Community meeting. Advised that the Terrance Wright Basketball League will be starting again soon. Feels good about the actions of our

citizens. Thinks that it is clear that the community wants the Foundation Aid and would like to create a policy for becoming a sanctuary city. Would like to reduce the price of summer camp. Asked that the sanctuary city issue be workshopped.

Omar Harper: Updated the council on the wrestling team advancing to the regionals. Noted that in the teacher's contract it states that teachers get first shot at coaching opportunities. They should focus more on who is the best candidate for the coaching job.

Lee Kyriacou: Would like sanctuary city to be workshopped. Acknowledged Mayor Gould and the work they did years ago laid the groundwork for what they have today. Added that his parents were immigrants from Cypress. Read a portion of the Emma Lazarus sonnet "the New Colossus" which is inscribed on the Statue of Liberty. *"... Here at our sea-washed, sunset gates shall stand A mighty woman with a torch, whose flame Is the imprisoned lightning, and her name Mother of Exiles. From her beacon-hand Glows world-wide welcome; her mild eyes command. The air-bridged harbor that twin cities frame..."*

George Mansfield: Advised that the sanctuary city issue will be discussed at the next workshop meeting. Would like to discuss this complex issue, get public comment and give it the respect it deserves.

Pam Wetherbee: Agreed that the sanctuary city issue should be discussed at the next workshop. Gave details of her family's immigration story. Would like to discuss the Tioronda Bridge.

Peggy Ross: Thanked everyone for their comments and thanked Steve Gold for the explanation of the Foundation Aid issue. Both of her parents were refugees. Remembers learning about State's rights and the Fugitive Slave Act. New York did not comply with the directive to return slaves to their former location. Could elements of this be something relevant to the current conversation?

Mayor Casale: Thanked everyone for coming to the meeting. Read the following changes in the status of volunteer firefighters: Lewis Tompkins Hose member Nick McGovern changes from active volunteer to exempt status. Mase Hook and Ladder Company member Matt Smith requests his change of status from exempt to active volunteer. Advised that the Charter Review Commission will present their draft report to the public on March 8 at 7pm at City Hall. There will be a presentation and public discussion.

Resolutions, Ordinances and Local Laws:

- 1. Resolution to Adopt a Local Law to Amend Chapter 223 of the Code as it Relates to the Zoning Board of Appeals.**
 - Motion by Council Member Wetherbee, second by Council Member Mansfield
7-0
- 2. Resolution Adopting the Jurisdictional Annex to the Dutchess County Hazard Mitigation Plan**
 - Motion by Council Member Mansfield, second by Council Member Harper
7-0
- 3. Resolution to Schedule a Public Hearing for March 20, 2017 to Receive Comment Concerning Affordable Workforce Housing**
 - Motion by Council Member Muhammad, second Council Member Harper
7-0

4. Resolution Authorizing an Amended Stormwater Management Facility Inspection and Maintenance Easement Agreement Regarding Scenic Hudson Long Dock

- Motion by Council Member Muhammad, second by Council Member Mansfield
7-0

5. Resolution Authorizing an Amended Stormwater Management Facility Inspection and Maintenance Easement Agreement Regarding "the View" at 26 Beekman Street

- Motion by Council Member Wetherbee, second by Council Member Mansfield
7-0

6. Resolution to Approve Amendment No. 2 to the Plan for the Design and Construction of the South Avenue Bridge

Anthony explained the amendment. Council Member Wetherbee asked if the City could utilize some elements of the bridge. Mayor Casale reminded that the project was approved by a 6-1 vote. Council Member Mansfield advised that the time for restoration or preservation has long passed. Council Member Kyriacou said that he still favors restoration.

- Motion by Council Member Mansfield, second by Council Member Muhammad
6-1 (Council Member Kyriacou voted no)

7. Resolution of the City Council Calling for Accountability and Equity in School Funding

A lengthy discussion took place regarding the BSD's intent and why they did not approve the resolution at their meeting. Antony Tseng apologized for any miscommunication or confusion. Council Member Ross asked if we have contacted Senator Serino's office to get assistance. Council Member Muhammad advised that he wished to move forward with the resolution. Council Member Kyriacou said that he would not usually involve himself in school board matters, but in this case, we should request the funds. It was decided that the resolution would be amended to indicate 'full funding for every year' not just this year.

- Motion by Council Member Muhammad, second by Council Member Kyriacou
7-0

8. Approval of Minutes: February 6, 2017

- Motion by Council Member Wetherbee, second by Council Member Kyriacou
7-0

Second Opportunity for Public Comments: Each speaker may have one opportunity to speak for up to three minutes on any subject matter on which the Council can take action.

Speakers:

Theresa Kraft: The Tioronda Bridge should be restored.

Vicky Fox: It does not make sense to make the Tioronda Bridge two lanes of automobile traffic. It would disrupt the Madam Brett Park. It should be limited to pedestrians and bicyclists. The people who live on Slocum Road cannot be pleased with this.

June Guinta: Is against the two-lane bridge design for the Tioronda Bridge. Believes it would be too dangerous.

Sara Pasti: As co-chair of the Comprehensive Plan Committee wanted to thank everyone who provided comments on the Comprehensive Plan. Invited everyone to the next workshop to see how those comments were incorporated.

Adjournment: 9:35 P.M.

- Motion by Council Member Ross, second by Council Member Mansfield
7-0

Next Workshop: February 27, 2017

Next Meeting: March 6, 2017

#1
January 30, 2017

Executives of The City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Randy Casale mayor@cityofbeacon.org
Peggy Ross pross@cityofbeacon.org
Omar Harper oharper@cityofbeacon.org
Pam Wetherbee pwetherbee@cityofbeacon.org
Ali Muhammad amuhammad@cityofbeacon.org
George Mansfield gmansfield@cityofbeacon.org
Lee Kyriacou lkiriacou@cityofbeacon.org

Dear Mayor Casale and Council Persons,

I am writing to you in light of recent events regarding the abhorrent Executive Orders issued by President Trump regarding deportation actions and halting all entrance to the US of any person from the seven noted Muslim countries in the Mid-East and Africa. I would like to know if City of Beacon has any plans to become a sanctuary city. If not, I kindly ask that you do so. I realize that given our size, this may not be a realistic or even necessary thing, but it would be human statement. We are a country of immigrants and our strength lies in our diversity.

If sanctuary status is not something the city of Beacon feels appropriate, I would like you to consider a creating a resolution similar to one Ithaca NY made, a Statement on Immigration Enforcement as a show of support for immigrants' rights many years ago which is even more pertinent now:

"The resolution encourages the Ithaca Police Department to not enforce immigration laws and states that the IPD is "requested to treat the enforcement of federal immigration laws as a function of federal law enforcement agencies." However, the statement allows for Ithaca police officers to enforce these laws if there is suspicion of criminal activity" Vaness Hoffman [The Cornell Daily Sun, April 5, 2007](#)

I feel my democracy is being threatened and while I plan to work nationally for change, I firmly believe that we have to begin by acting locally; with neighbors and friends to create a respectful and tolerant home environment.

I would like to hear your thoughts on this.

Sincerely

Sue Waivada
114 Depuyster Ave
Beacon NY, 12508
sue.waivada@gmail.com

TO THE BEACON CITY COUNCIL

Because national immigration policies are, with new intensity, threatening the well-being, the security and the integrity of families across the country, including our own community, the City of Beacon declares itself a sanctuary city. By this declaration, we intend to continue to provide public safety and, at the same time, to reassure all of our immigrant families that they will be included in this safety.

Therefore, relying on guidance from the Attorney General of New York State, Eric T. S. Schneiderman, and remaining within powers given to local communities in both the U.S. Constitution and the Constitution of the State of New York, we are taking the following steps:

1. Our police shall not perform the functions of a federal immigration officer or otherwise engage in the enforcement of federal immigration law. They shall not stop, question, interrogate, investigate, or arrest an individual based solely on actual or suspected immigration or citizenship status.
2. They may respond affirmatively to a "civil immigration detainer" from ICE (Immigration and Customs Enforcement) or CBP (Customs and Border Protection) ONLY if the request is accompanied by a judicial warrant, the individual has been convicted of serious crimes under NY Penal Law, or if there is probable cause to believe the individual is or has been engaged in terrorist activity.
3. The police may respond affirmatively to an ICE or CBP request for non-public information about an individual (release schedule, home address, work address) ONLY if the request is accompanied by a judicial warrant.
4. They shall not provide ICE or CBP with access to an individual in their custody the use of department facilities to question or interview such an individual if ICE or CBP's sole purpose is enforcement of federal immigration law.
5. They shall protect the due process rights of persons as to whom federal immigration enforcement requests have been made, including providing those persons with appropriate notice of said request. Individuals in the custody of our police shall be subject to the same booking, processing, release, and transfer

procedures, policies, and practices of our police department, regardless of actual or suspected citizenship or immigration status.

6. Our police department resources shall not be used to create a federal registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.

Members of the City Council have been provided with complete copies of the Attorney General's *"Guidance Concerning Local Authority Participation In Immigration Enforcement And Model Sanctuary Provisions."*

All of these steps are taken to protect families from being summarily torn apart, to make it possible for children of our immigrant families to feel part of their school and social communities, and for our city to honor and protect the diversity we are so lucky to have.

BeaconArts Report to City Council

2/21/2017

Promoting the cultural vibrancy that has become Beacon, New York's trademark is our mission at BeaconArts, a nonprofit organization founded in 2002 to organize, promote and nurture the city's multi-faceted arts community.

BeaconArts has over 160 artist members and 87 business members. **Second Saturday**, organized and promoted collaboratively between the two, draws hundreds of visitors over two days each month – indeed if you happened to be out and about this past weekend, it was clear that every weekend has become as popular as a **Second Saturday**.

Citywide events draw thousands to Beacon, New York, from the tri-state region and beyond: **BeaconOpen Studios, Windows on Main Street, Beacon Independent Film Festival** and **Beacon 3D**, and more are happening every day. As fiscal sponsor of these grassroots projects, BeaconArts is intrinsically involved in their planning and promotion.

Here's what else we do:

- Publish and distribute **an illustrated, annotated map** of Beacon four times a year for galleries and business members, distributed throughout the city and beyond.
- Serve as Beacon's ad hoc **advertising agency, publicity agent and tour guide**, working closely with Arts Mid-Hudson, Dutchess County Tourism and a variety of publications to ensure that Beacon is literally on the map as a destination in the Hudson Valley.
- We are fiscal sponsors of the **Beacon Arts and Education Foundation** a coalition of parents, educators, businesses and other organizations that raise funds for enhanced art programming and other special opportunities for the students of the **Beacon City School District**.

BeaconArts is **the artery through which much of the city's creative efforts flow and manifest**, with expenses offset mostly by business owners and arts minded individuals who recognize the economic value in supporting local arts and culture.

Our mission is to enable artists to continue to live and work here by promoting their projects to a larger audience. Indeed, a wonderfully diverse array of new restaurants, bars and independent businesses are opening here all the time, but **what sets Beacon apart from other Hudson Valley towns is our legacy as a home for artists and makers.**

To that point, I'm here tonight to add our voice to the discussion regarding Beacon's Updated Comprehensive Plan. First of all, thank you all so much for the

work you have done. I have read through it, and appreciate that the Arts and the Art Community have been recognized as a valued part of the economic vitality of the city (Section 4.8 - .10 and Section 9.16).

As I understand it, the Comprehensive Plan focuses on land use issues. Would the designation of an arts/cultural district be considered a land use? It does seem that Beacon has what is referred to as a Naturally Occurring Cultural District (NOCD), and if so, I think it would be good idea to get an official designation. I've read that that a bill passed in the NYS Senate regarding this issue, and is now in the House. An example of an NOCD in which cultural/arts institutions act in alliance in NYC (perhaps BeaconArts evolving into a similar role?): <https://nocdny.org/>

Another land use issue I have been thinking about is the possibility of a percent-for-art program or other ways of working with developers who are building in Beacon, to help fund and strengthen the arts. I don't know that it could be added to the Comprehensive Plan, but I think this is another idea that could be explored through the development of an arts and culture plan.

Cities of all sizes have engaged in arts and cultural planning, and given that much of Beacon's tourism and "brand" is arts related already, I believe (as I know you do as well) that investing in fostering the arts and having a vision for how to do this now as well as in the future, at the City level, is especially important for Beacon.

Would it be possible to include language in the Comprehensive plan that would more explicitly recommend an arts and culture plan created through an Arts and Culture Commission that could include the above points?

For example:

The City of Beacon recognizes the tremendous role that arts and culture has played in drawing both new residents and tourism to Beacon, as well as enriching the lives of much of the community for almost 15 years. In order to preserve and strengthen the arts in Beacon, the City will engage and work with BeaconArts and other leadership to develop a comprehensive plan for Beacon that will address issues such as affordable housing for artists of all disciplines; affordable studio and gallery space; development of live/work space; potential sites for performing arts and film centers or venues in existing, new, or re-purposed structures; funding for the arts through incentivized partnerships with developers and/or a commitment to fund the arts through a percent-for-art program; the potential for a certified "cultural district" in the city of Beacon; as well as other issues which have been identified identified by the City and BeaconArts through public forums and surveys of the arts community.

NEWS

At our Annual Meeting on January 25, 2017, the membership voted in new officers and members to our Board of Directors – Artist Rick Rogers joins the Board as a Member at Large; Terry Nelson of the Beacon Independent Film Festival begins a new 2 year term as Member at Large, as does Sommer Hixson, who brings PR and Marketing expertise to our board as the Director of Communications at for Glynwood, an agricultural nonprofit and teaching farm in Putnam County. Financial Planning professional Aaron Verdile is now our Treasurer; Artist and Beacon Open Studios founder Theresa Goodman is our new Vice President, and yours truly will finish out a total of 8 years on the board as President for 2017-2018. Pamela Dailey and Christina Jensen remain for 1 more year as Members at Large; Artist Erica Hauser continues as Secretary.

Dutchess County Tourism Guide Ad

Beacon 3D event next weekend to raise funds for the acquisition of a permanent sculpture to be sited on City of Beacon property