



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

Mayor Randy Casale

Councilmember Lee Kyriacou, At Large

Councilmember George Mansfield, At Large

Councilmember Terry Nelson, Ward 1

Councilmember John E. Rembert, Ward 2

Councilmember Jodi M. McCredo, Ward 3

Councilmember Amber J. Grant, Ward 4

City Administrator Anthony Ruggiero

**City Council Workshop Agenda**  
**April 30, 2018**  
**7:00 PM**

**Workshop Agenda Items:**

1. CAC Presentation
2. Presentation: Kelly Ellenwood - G Line
3. Presentation: Workforce Housing by Hudson River Housing
4. Short-term Rentals
5. Small cell wireless facilities Local Law discussion
6. Capital Plan
7. MOU with DCJS
8. Easement Central Hudson Memorial Park
9. Phone & Nepotism Policies
10. Budget Amendments
11. Clearwater - Riverpool
12. Water Supply Agreement with Village of Fishkill

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**CAC Presentation**

**Subject:**

**Background:**

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Presentation: Kelly Ellenwood - G Line**

**Subject:**

**Background:**

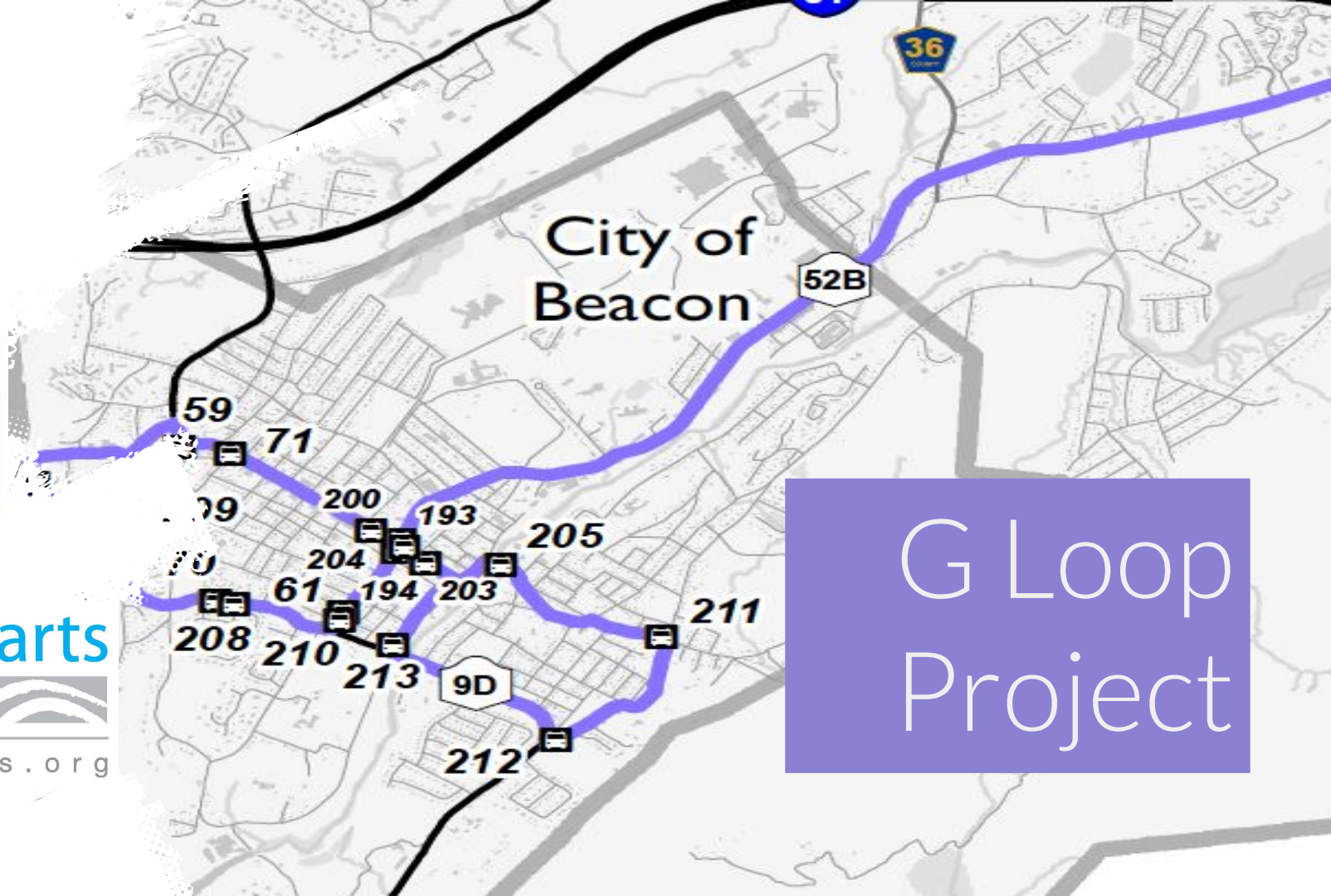
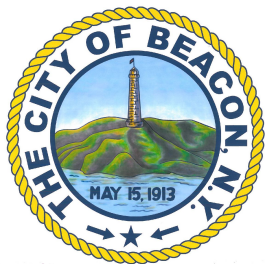
**ATTACHMENTS:**

Description

Beacon Arts Free Loop Presentation

Type

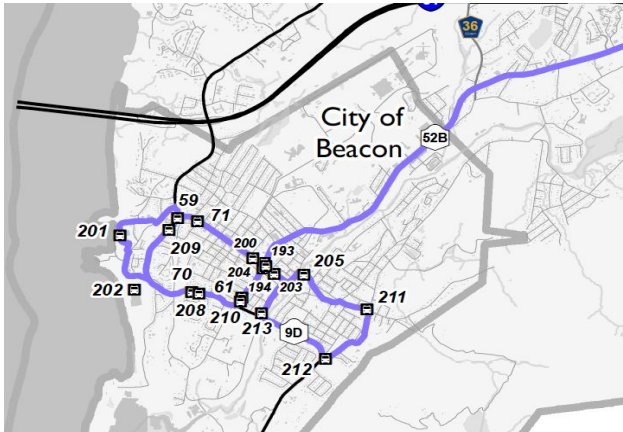
Backup Material

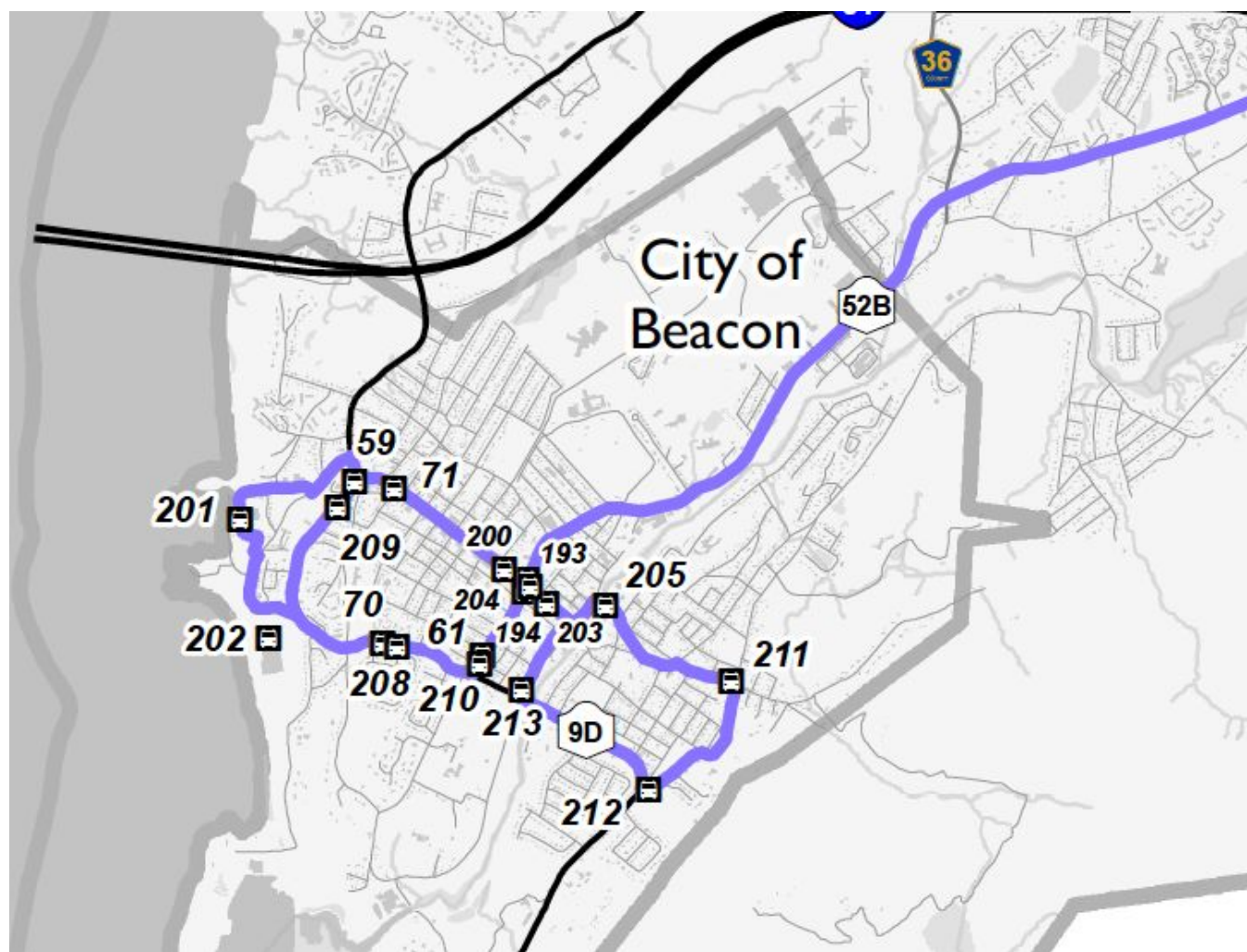


G Loop  
Project

# Timeline to Present

**November 2013:** G-Loop introduced, The schedule is Monday through Saturday, from approximately noon until 6:00pm. \$1.75 regular fare; year-round.







# Timeline to Present

**August 2015:** Cold Spring to Beacon Trolley introduced.

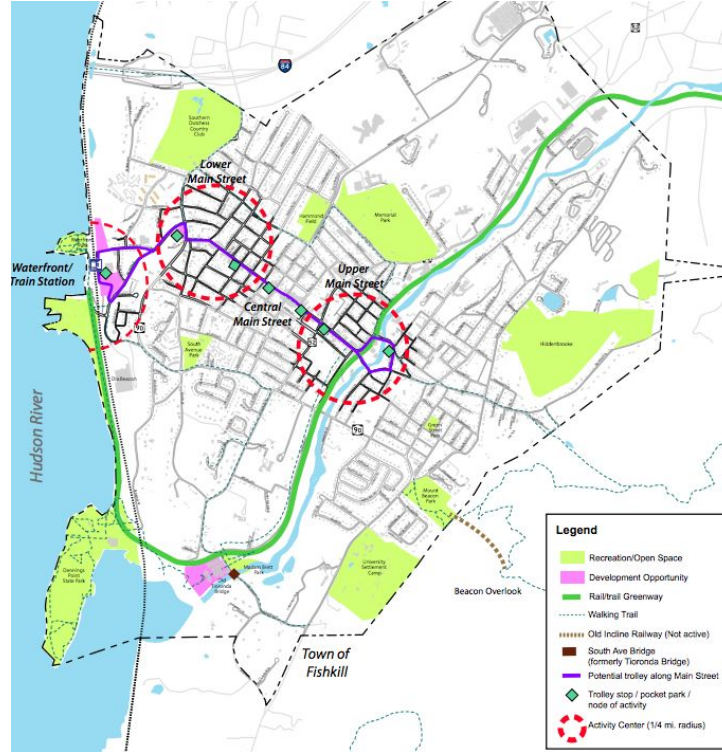
The Trolley links with the G Loop, and on Saturday and Sunday, filling in the Sunday gap for the G Loop. \$2.00 regular fare. May through December.



# Timeline to Present

## February 2017:

Section 4 of the 2017 Comprehensive Plan calls for improved access and movement for citizens by the establishment of a “trolley” at low cost or free to riders, and to work with the County in providing this service.





# Timeline to Present

**August 2017:** BeaconArts signs a license agreement with the City of Beacon to install artwork at five city bus shelters. The installation is part of Windows on Main Street and in celebration of BeaconArts 15th anniversary.





Veteran's Place Shelter  
Anna Bergin  
Installed October 2017





Polhill Park Shelter (Main & Rte 9D)  
Katie O'Hagan  
Installed September 2017





Main & Cliff Streets  
Erica Hauser  
Installed September 2017





Wolcott & Hudson Shelter  
Barbara A. G. Riddle  
Installed November 2017







Forrestal Heights Shelter  
Grey Zeien  
Installed November 2017



# Timeline to Present

**October 2017:** BeaconArts President Kelly Ellenwood proposes expanding the project with the branding and promotion of the G Loop through applying design and arts-based solutions that will appeal to residents and visitors alike.

Budget is initially estimated to be about \$5,000, but does not include cost of wrapping bus or fare subsidy.



# Timeline to Present

**December 2017:** Kelly Ellenwood reaches out to Dutchess County Commissioner Robert Balkind, to find out what the next steps would be.

**January 11:** A meeting to discuss changes and ideas with representatives from BeaconArts, Beacon Chamber of Commerce, City of Beacon, Town of Fishkill, Town of East Fishkill and Fishkill Village.



# Timeline to Present

**January 20:** Committee of stakeholders from BeaconArts, the Beacon Chamber of Commerce and North Road Communications ride the existing G-Loop, starting at Dia:Beacon to assess the current situation and to make recommendations.



# Timeline to Present

**February 22:** Initial North Road branding/marketing/pr presentation to John Andoh at Marist College.

The budget would include wrapping one bus, although 3 buses was recommended.



# Timeline to Present

**April 5:** Meeting at Marist College with Dutchess County Transportation and City of Beacon to discuss the project and to view the North Road presentation.



Name:

**Beacon Free Loop**  
**(alt.: Beacon Free Ride)**





Taglines:

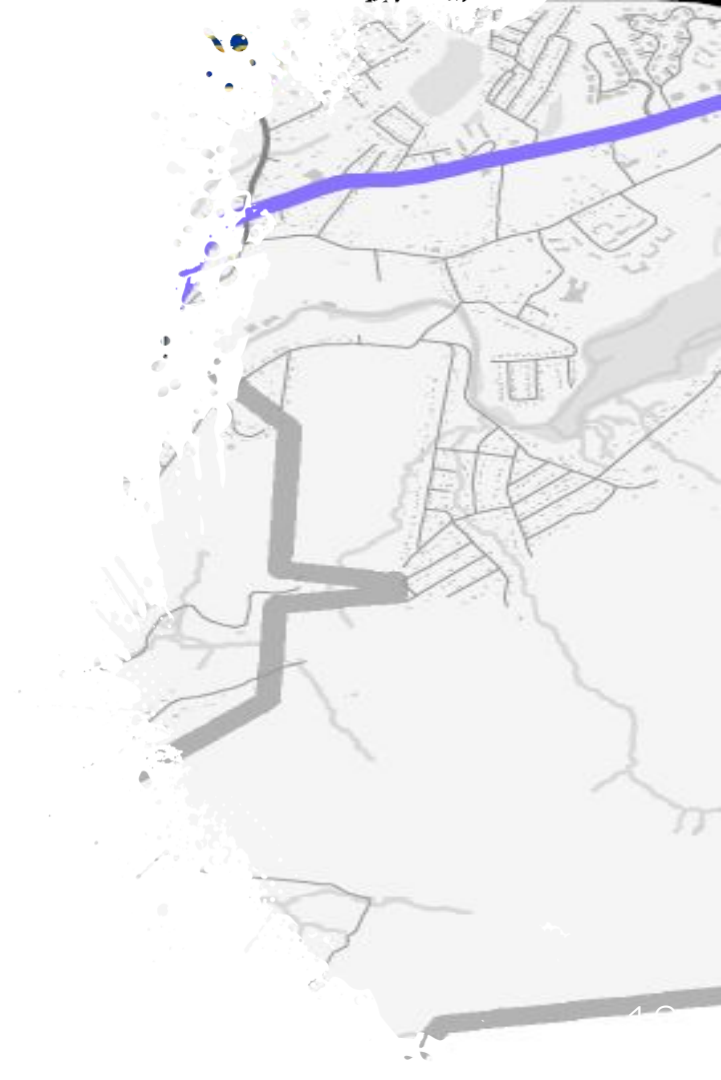
**“B Free”**

**“All Hail the Beacon Free Loop”**

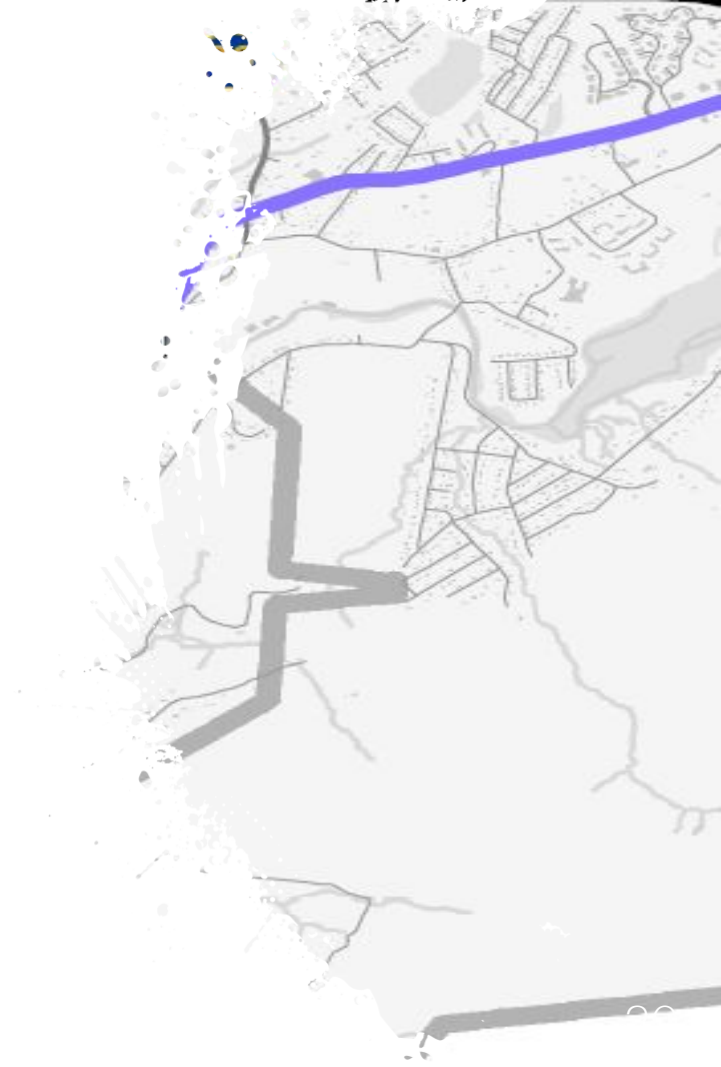
**“Come on and take a free ride”**



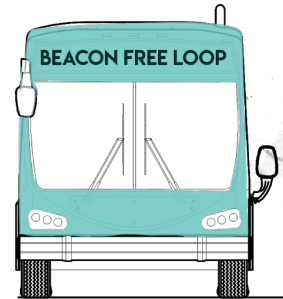
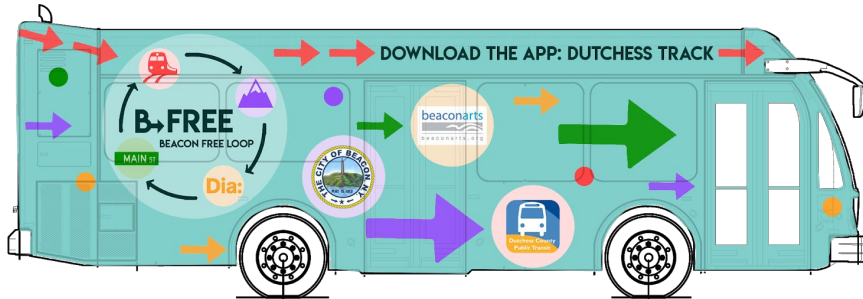
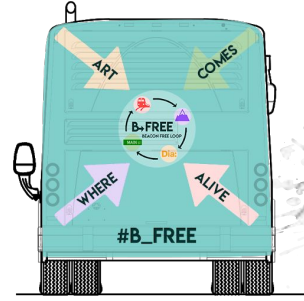
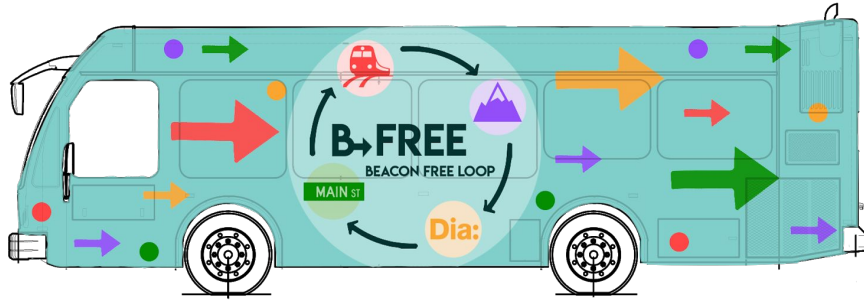
# Creative Concepts



# Inspiration



# Bus Mock Up



# Shelters





# Rack Cards/ Brochure





# Signage

This approximately 12" corrugated plastic disk will be placed on all of the existing bus stops along the Beacon Free Loop route, and at the Metro North Station.



# Social Media Campaign

**Facebook**



- × Will be maintained by BeaconArts volunteer and NorthRoad will assist
- × Will function as website for the Beacon Free Loop
- × Will provide bus schedule, days of operation, hours, updates.
- × Will build awareness about the bus loop and the Dutchess Track app for the community
- × Will link to Dutchess County Transit for information about updates and services changes



# Social Media



## Instagram

- × Will be maintained by BeaconArts volunteer and NorthRoad will assist
- × Links to Facebook page
- × Campaign featured on bus launch
- × Creative hashtag to get word out
- × Feature people who take picture while using the hashtag
- × Will reference link to Dutchess Transit in the bio for updates on service, etc.



# PR Plan: Pitch and Press Release

- Poughkeepsie Journal
- Beacon Free Press/Southern Dutchess News
- Highlands Current
- All local radio stations



# PR Plan: Pitch and Press Release

Dear (insert contact's name here),

Hello, (insert contact name). I'm (insert name) from the Marist College North Road Communications IMC firm. My team and I are currently working alongside with BeaconArts in order to promote and launch their new BFree art bus. My team would like to offer (insert company name) the opportunity to be involved in our kick-off event.

The BFree art bus will be free to passengers and make stops at various art hot spots in the Beacon and Fishkill areas. We are planning to host a large kick-off event along Main Street in honor of the first run of the bus on (insert date) and were hoping that (insert company name) would like to be a part of it. We would love to have your company along with others on Main Street be involved by setting up a booth in front of your (insert shop, boutique, restaurant, etc...) on the day of the event. We want the launch of the BFree bus to be a fun event for the whole community with lots of food, drinks, shopping, and art.

Please let us know if you would like to be involved in this fun community event. Feel free to contact us at (insert email) or call us at (insert number?) for more information. Thank you so much for the consideration and we hope to be hearing from you soon.

Best regards,  
(insert name)

## FOR IMMEDIATE RELEASE

BEACON, New York - *today's date* — The BFree Bus Loop is making its debut in Beacon and Fishkill on (*insert date*). The bus, formerly known as the G Loop, is free to passengers and will stop at various places including the Dia: and Main Street.

Due to Beacon's history of creativity and art, the former president of the Beacon Arts, Kelly Ellenwood, decided it was time to create a town bus to reflect the town. (*insert quote from Kelly*)

This bus is an extension of the bus stop upgrades. The art that will be on the outside of the bus is inspired by the new president of Beacon Arts, Rick Rogers. (*insert quote from Rick*)

For more information, contact:

# PR Plan:

## Ad Buys (Summer and Fall)

- WAMC (June, July, August and September)
- Highlands Current
- Beacon Free Press/Southern Dutchess News
- Poughkeepsie Journal
- Metro North
- Rack cards in every business on Main Street, Train Station, Dia, Visitor's Center
- Post cards and eblasts to BeaconArts and Beacon Chamber mailing lists.





# PR Plan - events:

- Soft opening in May/June with ribbon cutting; “Grand Opening” in September with new artwork, including BCSD student work
- Pop-up lectures live on the bus in conjunction with Windows on Main, Beacon 3D, Historical Society
- Pop-up concerts in bus shelters in conjunction with Keys to the City
- Other ideas still being developed; live promotional activity at HVB can release, etc.



This budget MUST fit to one page.

Organization Beacon Arts Community AssociationProject Title "Beacon Free Loop"/Bus Shelter Project

PROJECT REVENUE	EXPLANATION (how this amount was generated)	Total Income (\$)		
<b>Earned Income</b>				
Admissions/Box Office:		\$ -		
Membership Dues:	5% of Business Dues	\$ 1,000		
Tuition, Workshop Fees, etc:		\$ -		
Advertising Sales:		\$ -		
Concessions/Parking:		\$ -		
Other (Please describe):		\$ -		
<b>Contributed Income</b>				
Individual Donations:				
Corporate Donations or Grants (list):	Business Sponsorships	\$ 1,500		
Foundation Grants (Please name):	Clara Lou Gould Fund for the Arts (Community Foundation - Pending)	\$ 1,000		
Government Grants - other than this grant:				
Fundraising Events:		\$ -		
Organization's Contributions:		\$ -		
Other (Please describe):		\$ -		
<b>In-Kind Donations</b> (these will also be included in expenses below)				
	Printing (1/2 Bus wrap, rack cards) - County Transit	\$ 6,000		
	Proposed Fare Subsidy, 1/2 bus wrap - City of Beacon	\$ 11,000		
	North Road- socia media management	\$ -		
		\$ -		
<b>TOTAL:</b>		<b>\$ 20,500</b>		
PROJECT EXPENSES	EXPLANATION (Include additional info in budget notes below)	Total Project Expenses (\$)	Grant (\$)	Request (\$)
Administrative Personnel:	3% of overall cost of project.	\$ 750	\$ -	-
Artistic Fees:	For artwork installation and pop up events	\$ 750	\$ -	-
Technical Fees:		\$ -	\$ -	-
Space Rental:		\$ -	\$ -	-
Equipment Rental:		\$ -	\$ -	-
Consumable art supplies/materials:		\$ -	\$ -	-
Printing/Postage:	Artwork vinyls	\$ 3,000	\$ -	3,000
Advertising/Promotion:	Website Content Management & eblasts, postcards, stickers, print ads, % of Beacon Guide, % of WAMC, rack card holders for shelters	\$ 3,500	\$ -	1,500
Travel/Transportation:		\$ -	\$ -	-
Other (Please describe):		\$ -	\$ -	-
Remaining Expenses (list):		\$ -	\$ -	-
<b>In-Kind Donations</b> (same as listed in income above)				
0	Printing (1/2 Bus wrap, rack cards) - County Transit	\$ 6,000		
0	Proposed Fare Subsidy, 1/2 bus wrap - City of Beacon	\$ 11,000		
0	North Road- socia media management	\$ -		
0		\$ -		
<b>TOTAL:</b>		<b>\$ 25,000</b>	<b>\$ -</b>	<b>4,500</b>
Total Expenses (B)	\$ 25,000			↑
Total Revenue (A)	\$ 20,500			↑
Grant Request (C)	\$ 4,500		←	SHOULD MATCH
Does your budget balance?	YES			
% of Project Budget that is funded by this request	18%			(Should be 75% or less of total expenses)
<b>Budget Notes:</b> Request may not exceed \$5,000				

Budget



What's next...



# beaconarts



beaconarts.org

## Vision:

BeaconArts is the artery through which much of the city's creative efforts flow and manifest.

## Mission:

Our mission is to foster and encourage the advancement of the City of Beacon as a center for arts and culture. We work to enable resident artists of all disciplines to live and thrive in Beacon by widely promoting their projects and events, as well as to develop and facilitate inspiring creative experiences and programs that promote a vibrant community and enrich the lives of our local citizens.



**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Presentation: Workforce Housing by Hudson River Housing**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Workforce Housing Application	Backup Material



City of Beacon  
One Municipal Plaza  
Beacon, New York 12508  
845-838-5010 – Office • 845-838-5012 – Fax • [www.cityofbeacon.org](http://www.cityofbeacon.org)

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The apartment you are considering renting was developed through the Affordable Housing Ordinance in the City of Beacon to increase the supply of safe, decent and affordable housing throughout our community.

**As a requirement:**

- 1) The units must be rented to an income eligible household. Household income must not exceed 90% of the Area Median Income as defined by the US Department of Housing and Urban Development.
- 2) Rents may not exceed the maximum rent established by the Agreement.
- 3) You must provide documentation of your eligibility. This involves completion of the attached rental application, submission of requested income and asset verification documents, and consent to a Credit History Screening.

**In addition, the agreement establishes the following priority order for applications**

- 1) Households applying for Below Market Rate units shall be selected on a basis of the categories of priority: **Please add any points that you feel apply to your household and submit the following backup documentation.**

**Category**

- 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.

Within each of the above categories, the following special groups shall receive priority in the following order:

- (1) Priority for rental units shall be established for all eligible households as defined in § 223- 63, whose aggregate gross annual income is between 70% and 80% of the Dutchess County area median annual income.
- (2) Priority for all for-sale units shall be established for all eligible households as defined in § 223-63, whose aggregate gross annual income is between 90% and 100% of the Dutchess County area median annual income.

**If you are interested in one of our affordable apartments, please send in all required documentation to:**

**Hudson River Housing, Inc.  
291 Mill Street Poughkeepsie, NY 12601**

**Hudson River Housing has been retained to manage the applications for the affordable apartments at Development.**

Hudson River Housing is a nonprofit agency and is responsible for ensuring compliance with all requirements established by the Affordable Housing Agreement. You may contact Hudson River Housing at (845) 454-9288 if you have any questions about these requirements.

# City of Beacon Workforce Housing Guidelines

Apartment Type	Maximum Incomes & Occupancy*			
	Rent Limits	Occupancy Limits	90% AMI	
1 Bedroom	\$1061	Min-1 Person	1 Person	\$56,340
		Max- 2 People	2-People	\$64,440
2 Bedroom	\$1258	Min-2 People	3-People	\$72,450
		Max-4 People	4-People	\$80,460

\*Household income must not exceed 90% of the Area Median Income (as defined by the US Department of Housing and Urban Development (HUD). Household income is adjusted for the number of persons in the household.

Households applying for a Below Market Rate Workforce Housing Unit shall be selected on the basis of the following categories of priority:

1. Volunteer Emergency Responders for the City of Beacon who have served at least five years
2. City of Beacon municipal employees.
3. Employees of the Beacon School District.
4. All other residents of the City of Beacon.
5. Other persons employed in the City of Beacon.
6. All others

Applicants must provide documentation verifying the Identity of Household Occupants and their Respective Incomes to Hudson River Housing, Inc. & the participating developers with the City of Beacon's Workforce Housing Program. Applicants must also consent to a credit history screening with applicable participating developer

Hudson River Housing, Inc., a local not-for-profit housing advocacy group, has been retained to manage the applications for the City of Beacon Workforce Housing apartments..

For further information, or to apply for one of the Affordable Apartments, please contact

Lashonda Denson

Hudson River Housing, Inc.

(845) 454-9288

[ldenson@hudsonriverhousing.org](mailto:ldenson@hudsonriverhousing.org)



EQUAL HOUSING  
OPPORTUNITY



# CITY OF BEACON AFFORDABLE UNIT APPLICATION

<b>Applicant Information</b>			
First Name	MI	Last Name	
Social Security #	DOB	AGE	FULL TIME STUDENT Y OR N
Phone	Work Phone	E-Mail Address	
<b>Current Address</b>			
Street Address	City	State	Zip
How Long Lived There?	Landlord Name	Landlord Phone#	
Mo. Rent	Reason For Moving		
<b>Previous Address</b>			
Street Address	City	State	Zip
Date In	Date Out	Landlord Name	Landlord Phone #
<b>Employment &amp; Income Information</b>			
<b>Income Source #1</b>			
Employer Name/Income Source		Employer Address	
Supervisor Name		Supervisor Contact #	
Position	Start Date / /	End Date / /	
Gross Per Paycheck \$	How Often Are you Paid? (Circle One) Once Per Month   Twice Per Month Once Per Week   Every Two Weeks		Self Employed? Y or N
<b>Income Source #2</b>			
Employer Name/Income Source		Employer Address	
Supervisor Name		Supervisor Contact #	
Position	Start Date / /	End Date / /	
Gross Per Paycheck \$	How Often Are you Paid? (Circle One) Once Per Month   Twice Per Month Once Per Week   Every Two Weeks		Self Employed? Y or N
Amount \$	How Often Are you Paid? (Circle One) Once Per Month   Twice Per Month Once Per Week   Every Two Weeks		Source

# CITY OF BEACON AFFORDABLE UNIT APPLICATION

<b>Co-Applicant Information</b>			
First Name	MI	Last Name	
Social Security #	DOB	AGE	
Phone	Work Phone		
<b>Current Address</b>			
Street Address	City	State	Zip
How Long Lived There?	Landlord Name	Landlord Phone#	
Mo. Rent	Reason For Moving		
<b>Previous Address</b>			
Street Address	City	State	Zip
Date In	Date Out	Landlord Name	Landlord Phone #
<b>Employment &amp; Income Information</b>			
<b>Income Source #1</b>			
Employer Name/Income Source		Employer Address	
Supervisor Name		Supervisor Contact #	
Position	Start Date / /	End Date / /	
Gross Per Paycheck \$	How Often Are you Paid? (Circle One) Once Per Month   Twice Per Month Once Per Week   Every Two Weeks		Self Employed? Y or N
<b>Income Source #2</b>			
Employer Name/Income Source		Employer Address	
Supervisor Name		Supervisor Contact #	
Position	Start Date / /	End Date / /	
Gross Per Paycheck \$	How Often Are you Paid? (Circle One) Once Per Month   Twice Per Month Once Per Week   Every Two Weeks		Self Employed? Y or N

# CITY OF BEACON AFFORDABLE UNIT APPLICATION

<b>Other Occupants</b>						
Name	DOB	Age	Receiving Income Y or N			
<b>Pets</b>						
Pets Y or N	Dog or Cat	# of Each	Breed	LBS	Breed	LBS
<b>Vehicle Information</b>						
Make, Model, Color	Year	Lic. Plate # State				
Make, Model, Color	Year	Lic. Plate # State				

<b>Emergency Contact</b>		
Full Name	Address	Phone #
Full Name	Address	Phone #
Other Information:		
Are you or any member of your household a Volunteer Emergency Responder? Y or N		
If Yes, when did service begin		

*I agree to authorize the participating developers with the City of Beacon's Workforce Housing Program or any of its subsidiaries, agents, or assignees to use this copy of my signature as my consent and approval to verify my credit, employment, income, assets, former tenancies and criminal background, of any, in connection with my application for future tenancy in an apartment offered through the City of Beacon's Workforce Housing Program. I understand that all information collected during the verification process will be used solely for the purposes of determining eligibility for residing at a unit offered through the City of Beacon's Workforce Housing Program.*

## Acknowledged & Agreed

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name \_\_\_\_\_

Signature of Co-Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

**City of Beacon Workforce Housing Program  
Required Documentation Checklist**

In order to be considered as having submitted a complete application, you must provide the following documentation with your application:

Last 4 weeks consecutive pay stubs

Last 2 years tax returns

Last 2 months bank statements

Most recent statement of other income received

Please be advised that additional information may be requested if needed to determine eligibility.

Send the completed application and required documents to:

Lashonda Denson  
Hudson River Housing, Inc.  
NeighborWorks® HomeOwnership Center  
of Dutchess County  
291 Mill Street  
Poughkeepsie, NY 12601  
845.485.1957 fax  
ldenson@hudsonriverhousing.org

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Short-term Rentals**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Short Term Rentals LL	Backup Material
DCPB comments Short term rental LL	Backup Material

DRAFT LOCAL LAW NO. \_\_\_\_ OF 2018

CITY COUNCIL  
CITY OF BEACON

PROPOSED LOCAL LAW TO CREATE  
SECTION 223-26.4 OF THE CODE OF THE  
CITY OF BEACON

A LOCAL LAW to create  
Section 223-26.4 concerning  
Short-Term Rentals.

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

**SECTION 1.** Chapter 223, Article III, Section 26.4 entitled “Short-Term Rentals,” of the Code of the City of Beacon is hereby created as follows.

§ 223-26.4 Short-Term Rentals

- A. Findings. The City Council of the City of Beacon has determined that it is in the best interest of the City and its residents to regulate short-term rentals. While the City Council recognizes the benefits of short-term rentals allowing home-owners to supplement their income to defray the cost of housing and to provide lodging for visitors to the City, the City Council finds that the use of a part of or the entire dwelling unit for short-term rentals is inconsistent with the use of the dwelling unit for single family purposes. ~~In~~ order to protect the health, safety and welfare of the City and its residents, it is necessary to restrict the rental of homes for terms shorter than 30 consecutive days, a practice which is growing in popularity with the advent of internet and social media-based programs that connect property owners and persons seeking short-term rentals. ~~The City Council finds a reasonable likelihood of material disruption and adverse impact to residents if dwelling units in the City are allowed to be occupied by persons who are neither owners nor occupants for a duration that is insufficient to support an incentive to maintain the residence in a manner consistent with community standards. There is a greater tendency for Short-Term renters to fail to conduct themselves during their occupancy in a manner that respects neighbors and the community as would persons with longer standing relationships to their neighbors.~~ In addition, studies have shown that short-term rentals are linked to increases in rent and housing costs because rental units are taken off the market and used as short-term rentals. Units are going to short-term renters rather than to permanent residents which results in a decrease in available housing stock within the City of Beacon. The City Council further finds that non-owner occupied short-term rentals are inconsistent with the use of a residence for residential

dwelling purposes. The City Council believes that the restrictions and requirements imposed herein further those objectives and the protection of the health, safety and welfare of the City and its residents.

- B. Definitions. As used in this section, the following words shall have the meanings indicated:

**OWNER**

An individual or group of individuals who are in possession of and have a fee interest in real property. The term “owner” shall not include ~~a business entity~~ entity corporation, limited-liability company, partnership, or association, ~~a~~ trustee, receiver or guardian of an estate, ~~or~~ mortgagee, ~~or~~ lien holder, or other business entity.

**OWNER-OCCUPIED**

A one-family or two-family house or multiple dwelling building used by the owner as his or her or their domicile or principal residence.

**SHORT-TERM RENTAL**

An entire dwelling unit, or a room or group of rooms or other living or sleeping space, ~~or any other space~~, made available to rent, lease or otherwise assigned for a tenancy of less than 30 consecutive days. The term “short-term rental” does not include dormitories, hotel or motel rooms, bed and breakfast inns or lodging houses, as permitted and regulated by the City of Beacon Zoning Ordinance.

- C. Permit required. It shall be unlawful to use, establish, maintain, operate, occupy, rent or lease any property as a short-term rental without first having obtained a short-term rental permit.
- D. Short-term rentals shall be permitted in all zoning districts subject to the requirements set forth in this section.
- E. Permit application.
- (1) An application for a short-term rental permit shall be filed before the dwelling unit, or a room or group of rooms or other living or sleeping space within a dwelling unit, or any other space is advertised for short-term rental, and if the spaces are not advertised, then such permit shall be obtained before said space is leased or rented.
  - (2) Issuance of a short-term rental permit requires submission of an application to the Building Department and payment of the processing fee set forth in the City fee schedule.



- (3) The form and content of the permit applications shall be as determined from time to time by the Building Department and shall contain such information and materials as the Building Department deems necessary to determine the sufficiency of the application. Such application shall contain, at a minimum:
- (i) The name and address, e-mail address, and contact numbers of all property owners; and
  - (ii) Government issued proof of residency of each owner with picture ID (driver's license, passport, etc.); and
  - (iii) A copy of the deed for the property to be used as a short-term rental and a copy of the most recent tax bill.
  - (iv) Copy of utility bill in owner's name.
  - (v) (a) The property address; (b) the total number of dwelling units located within the building; (c) the total number of bedrooms and bathrooms inside the building; (d) the total number of dwelling units and individual bedrooms proposed for short-term rental use; (e) the location of each such dwelling unit or individual bedroom within the building; and (f) the number of persons to be accommodated in each short-term rental area; and
  - (vi) A signed and notarized certification in a form acceptable to the City Clerk by each property owner attesting to the fact that (a) the owner resides at the property and it is the owner's domicile (primary residence); (b) that the property is fit for human habitation and safe; (c) that the property owner will comply with all of the conditions and restrictions of the permit; (d) that no portion of the area used for short-term rentals will utilize a cellar or attic, or any portion thereof, as habitable space unless it meets the requirements of the International Fire, Residential and Building Codes or successor law; (e) that the property is in compliance with all the provisions of this Article, the applicable provisions of the City Code, the International Fire, Building and Maintenance Codes; and (f) the required building permits and certificates of occupancy are in place for all existing structures on the property if applicable; and
  - (vii) Such other information as the City may require.
- (4) All permits issued pursuant to this section shall be for a period of two years and shall be renewable for subsequent two-year terms upon application, conformance with this section and payment of the permit fee.

- (5) If the status of the information changes during the course of any calendar year, it is the responsibility of the owner to submit such changes to the Building Department in writing within 30 days of the occurrence of such change. Failure to do so shall be deemed a violation of this section.

~~F. At the time of registering the dwelling unit, the owner shall indicate what host site(s) and other methods will be used to advertise the property. At the time an application for permit renewal is made, the owner shall provide a printout from all host sites detailing the number of days a unit was rented. A renewal permit shall be denied if an owner fails to provide such information or in the absence of listing on a host site, other information to establish the number of days rented annually, to the satisfaction of the Building Inspector.~~

~~G.F.~~ Inspection. Each short-term rental shall be inspected by the Building Department at the time of the initial application and prior to any permit renewal, to determine whether the short-term rental remains in compliance with the section. If the Building Inspector determines that the short-term rental space is not in compliance, the owner shall rectify cease use of the dwelling unit as a short-term rental until all noncomplying elements have been corrected and the owner shall apply for reinspection with the Building Department, subject to an additional fee.

G. Owner-occupancy. It shall be unlawful to use, establish, maintain operate, occupy, rent or lease any property as a short-term rental if the property is not owner-occupied. The property used as a short-term rental shall be the principal residence of the owner at all times during the term of the permit.

H. No owner shall offer or use any part of the property as a short-term rental not approved for residential use, including but not limited to, vehicles parked on the property, a storage shed, recreation room, trailer, garage, or any temporary structure such as a tent.

~~H.I.~~ A short-term rental property shall not be rented for any commercial purpose, or any other purpose not expressly permitted under this section, such as concerts or weddings.

~~It shall be unlawful for the property owner to use, establish, maintain, operate occupy, rent or lease any portion of his or her property to as a short term rental for a total of more than 100 days out of the calendar year.~~

~~H.J.~~ Presumptive Evidence. The presence or existence of the following shall create a rebuttable presumption that a property is being utilized as a short-term rental:

- (1) The property is offered for lease or rent on a short-term rental website, including but not limited to Airbnb, HomeAway, VRBO and similar websites; or
- (2) The property is offered for lease or rent by the use of any other advertising mechanism for a period of less than 30 days.

~~J.K.~~ Revocation of a permit.

- (1) The grounds upon which a permit can be revoked shall include but shall not be limited to:
  - (i) The permit was issued in error, or issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted for filing, including but not limited to the schematic or certification; or
  - (ii) A short-term rental permit has been issued and the owner fails to continue to occupy the premises on a continuous basis as his or her primary residence; or
  - (iii) Use of the property as a short-term rental creates a hazard or public nuisance or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community.
  - (iv) Failure to comply or violating the conditions of the permit.
- (2) Any permit issued pursuant to this section may be revoked or suspended by the Building Inspector, after written notice to the owner. Written notice shall be served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. The notice shall describe the reasons why the City is revoking the permit.

~~K.L.~~ Appeals

- (1) The City Administrator shall appoint a Hearing Officer to hear and decide appeals from any suspension or revocation of a permit made by the Building Inspector.
- (2) Upon the suspension or revocation of a permit, the applicant may, within 10 business days after receiving written notice, file a request, in writing, upon the City Administrator for review of said decision by the Building Inspector. Notice of the date, place and time of the hearing shall be given in writing by mail to the applicant at the address shown on the application. In the event that demand for a hearing is not made within the prescribed time or in the event that the applicant does not timely appear for the hearing, the Building Inspector's decision shall then be final and conclusive.
- (3) The hearing shall commence no later than 30 days after the date on which the request was filed.
- (4) The applicant shall be given an opportunity to present evidence why such denial of application, or such suspension or revocation of the license, shall be modified

or withdrawn. The Building Inspector or his or her designated agent may also present evidence. Upon consideration of the evidence presented, the Hearing Officer shall sustain, modify or reverse the decision of the Building Inspector or his or her designated agent.

- (5) In the event the applicant is not satisfied with the decision of the Hearing Officer, such aggrieved party may file an Article 78 proceeding under the New York Civil Practice Law and Rules. The Article 78 proceeding must be filed within 30 days of the filing of the Hearing Officer's decision with the City Clerk of the City of Beacon and service of the same upon the applicant.

L.M. Violations. Any owner who fails to obtain the permit required herein, or otherwise violates any provision of this section, shall be guilty of an offense which shall be punishable by a fine of not more than \$500 per offense. When a person has received written notice from the Building Inspector or has been served with a summons and complaint in an action to enjoin continuance of any violation, each day in excess of 10 days thereafter that he or she continues to be guilty of such violation shall constitute an additional, separate and distinct offense.

**SECTION 2.** The following definitions listed in Chapter 223, Article VI, Section 63 entitled "Definitions," of the Code of the City of Beacon are hereby amended as follows.

## **DWELLING**

A detached building designed or used exclusively as living quarters for one or more families. The term shall not be deemed to include "automobile court," motel," "boarding- or rooming house," "house trailer," "~~tourist home~~" or "tent."

## **HOME OCCUPATION**

An accessory use of a character customarily conducted entirely within a dwelling by the residents thereof using only customary home and home-scale equipment, including but not limited to typewriters, computers, fax machines, small-scale photocopiers, scanners, small-scale printers, file cabinets, drafting equipment and postage meters, which use is clearly incidental and secondary to the use of the residence for dwelling purposes, does not change the character thereof, does not have any exterior evidence of such secondary use other than a small nameplate not over one square foot in area, and does not involve the keeping of stock-in-trade. Home offices and artist studios meeting the criteria above shall be considered home occupations. However, the conducting of a tattoo and/or body piercing parlor, clinic, hospital, barbershop, beauty parlor, photographer's salon, tearoom, ~~tourist home~~ short-term rental, real estate office, animal hospital, dancing instruction, band instrument instruction in groups, convalescent home, funeral home, stores of any kind or any similar use shall not be deemed to be a home occupation. Any instruction of a musical instrument shall be limited to one pupil at a time. Home occupations are regulated in accordance with § **223-17.1** of this chapter.

## **HOTEL**

A building, or portion thereof, containing rooms occupied primarily by transient guests, who are lodged with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, recreational facilities, public rooms and meeting rooms, and gift shops. The term "hotel" shall not include bed-and-breakfast establishment, boardinghouse, rooming house, ~~tourist home~~ short-term rental or single-room-occupancy building for the purposes of this chapter.

## **OWNER<sup>1</sup>**

~~An individual or group of individuals who are in possession of and have a fee interest in real property. The term "owner" shall not include a business entity or association, a trustee, receiver or guardian of an estate, or mortgagee or lien holder.~~

## **OWNER-OCCUPIED**

A one-family or two-family house or multiple dwelling building used by the owner as his or her or their domicile or principal residence.

## **TOURIST HOME**

~~A dwelling, except a hotel, boardinghouse or rooming house, as defined elsewhere in this chapter, in which overnight accommodations are provided or offered for transient guests.~~

## **SECTION 3. Ratification, Readoption and Confirmation**

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

## **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,

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<sup>1</sup> Please note the term person is defined Section 223-63 to include corporations and all other legal entities. This definition will be removed from Section 223-63 as to not create confusion.



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. Any short-term rental in existence prior to adoption of this local law shall have 45 days to file an application to obtain a short-term rental permit and 90 days to receive such short-term rental permit before any violations are issued, unless a delay is caused by Building Department in not issuing said permit.

**Dutchess County Department of  
Planning and Development**

Fax info	To	Date	# pgs
	Dept	From	
	Fax #	Phone #	

**239 Planning/Zoning Referral - Exemption Communities**

Municipality: City of Beacon

Referring Agency: ☐ Planning Board ☐ Zoning Board of Appeals ☒ Municipal Board

Tax Parcel Number(s): \_\_\_\_\_

Project Name: LL Regulate Short-Term Rentals

Applicant: City Council

Address of Property: \_\_\_\_\_

**Parcel(s) within  
500 feet of:**

- ☒ State Road \_\_\_\_\_
- ☐ County Road \_\_\_\_\_
- ☐ State Property (w/public building or recreation area)
- ☐ County Property (w/public building or recreation area)
- ☒ Municipal Boundary
- ☐ Farm operation in an Agricultural District

**Actions Requiring 239 Review**

- ☐ Comprehensive/Master Plans
- ☒ Zoning Amendments (standards, uses, definitions, district regulations, etc.)
- ☐ Rezoning involving all map changes
- ☐ Other Local Laws associated with zoning (wetlands, historic preservation, affordable housing, architectural review, etc.)
- ☐ Site Plans (all)
- ☐ Special Permits for all non-residential uses
- ☐ Use Variances for all non-residential uses
- ☐ Area Variances for all non-residential uses

**Exempt Actions:\***

**239 Review is NOT Required**

- Administrative Amendments (fees, procedures, penalties, etc.)
- Special Permits for residential uses (accessory apts, home occupations, etc.)
- Use Variances for residential uses
- Area Variances for residential uses
- Renewals/Extension of Site Plans or Special Permits that have no changes from previous approvals
- Subdivisions / Lot Line Adjustments
- Interpretations

☐ Exempt Action submitted for informal review

Date Response Requested (if less than 30 days): \_\_\_\_\_

If subject of a previous referral, please note County referral number(s): \_\_\_\_\_

\* These actions are only exempt in municipalities that signed an intermunicipal agreement with Dutchess County to that effect.

FOR COUNTY OFFICE USE ONLY

**Response from Dutchess County Department of Planning and Development**

**No Comments:**

- ☒ Matter of Local Concern
- ☐ No Jurisdiction
- ☐ No Authority
- ☐ Project Withdrawn
- ☐ Exempt from 239 Review

**Comments Attached:**

- ☐ Local Concern with Comments
- ☐ Conditional
- ☐ Denial
- ☐ Incomplete — municipality must resubmit to County
- ☐ Incomplete with Comments — municipality must resubmit to County
- ☐ Informal Comments Only (Action Exempt from 239 Review)

Date Submitted: 2/27/18

Date Received: 2/27/18

Date Requested: \_\_\_\_\_

Date Required: 3/28/18

Date Response Faxed: 3/19/18

Notes: \_\_\_\_\_

☐ Major Project

Referral #: 2R18-061

☐ Also mailed hard copy

Reviewer: Jennifer Houzz

Print Form

Reset Form

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Small cell wireless facilities Local Law discussion**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Small Cells Draft LL	Backup Material
Small Cells Definition	Backup Material

**DRAFT LOCAL LAW NO. \_\_\_\_ OF 2018**

**CITY COUNCIL  
CITY OF BEACON**

**PROPOSED LOCAL LAW TO  
ADD SECTION 223-26.4 OF THE CODE OF THE  
CITY OF BEACON**

A LOCAL LAW to  
create Section 223-26.4  
of Code of the City of  
Beacon, concerning  
Small Cell Wireless  
Facilities.

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

Section 1. Section 223-26.4 of the Code of the City of Beacon entitled “Small Cell Wireless Telecommunications Facilities” is hereby created as follows:

- A. Purpose. The purpose of this Section is to establish uniform policies and procedures for the deployment and installation of small cell wireless telecommunications facilities in the City of Beacon, which will provide a public health, safety, and welfare benefit consistent with the preservation of the integrity, safe usage, and visual qualities in the City.
- B. Permit Required.
- (1) No person shall install a small cell wireless telecommunications facility without first filing a small cell wireless telecommunications facility application and obtaining a small cell permit from the Planning Board.
  - (2) The Planning Board may issue a permit for the following:
    - (a) The modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies as an Eligible Facilities Request.
    - (b) Collocation of a small cell wireless telecommunications facility or DAS Facility on an existing tower, utility pole or streetlight not exceeding 50 feet in height in the public right-of-way.

- (c) Collocation on existing buildings within the City of Beacon.
- (d) Replacement of a utility pole or street light that does not result in a change from the original dimensions.
- (e) Installation of a monopole or utility pole for small cell or DAS Facilities in the public right-of-way that does not exceed 50 feet in height.

C. Special Use Permit approval by the City Council is required under § 223-24.5 for the following uses:

- (1) A substantial change to an existing tower or base station.
- (2) Any other application for placement, installation or construction of transmission equipment that does not constitute an Eligible Facilities Request.
- (3) Installation of a new tower.
- (4) Placement of new antenna on an existing tower or base station that results in a substantial change to the tower or base station.
- (5) Installation of equipment located on sidewalk.
- (6) Installation of equipment located at an elevation less than ten feet from the ground.
- (7) Installation of a small cell facility on a pole located within 20 feet of a dwelling unit.

D. Permit Application.

- (1) All small cell wireless telecommunications facility applications for small cell permits filed pursuant to this Section shall be on a form provided by the City.
- (2) The small cell permit application shall be made by the wireless telecommunications provider or its duly authorized representative and shall contain the following:
  - (a) The applicant's name, address, telephone number, and e-mail address;
  - (b) The names, addresses, telephone numbers, and email address of all consultants, if any acting on behalf of the applicant with respect to the filing of the application.



- (c) A general description of the proposed work and the purpose of the work proposed.
  - (d) Identify and disclose the number and locations of any small cells that the applicant has installed or locations the applicant has considered in the past year for small cell infrastructure within the City and those submitted or anticipated to be submitted within a one year period.
  - (e) A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance.
  - (f) Any amendment to information contained in a small cell permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.
- (3) An application shall not be required for: (i) routine maintenance; and (ii) the replacement or upgrade of a previously permitted small cell wireless telecommunications facility with another small cell wireless telecommunications facility that is the same as or smaller in size, weight, and height at the same location.
  - (4) A wireless telecommunications provider authorized to install small cell wireless telecommunications facilities shall pay to the City an application fee and administrative fee as set forth in this section.
  - (5) A wireless telecommunications provider is authorized, after 30 days written notice to the City Building Inspector, to remove its facility at any time from the rights-of-way and cease paying the City the administrative fee.

#### E. Location

- (1) The following locational priorities shall apply in the order specified, consistent with the City's obligation to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City:
  - (a) On the roof of any City owned or federal, state or local government owned buildings or structures.
  - (b) Location on privately-owned buildings
  - (c) Location on an existing City owned utility poles
  - (d) Location on City-owned infrastructure on private poles
  - (e) Location City-owned property, where there is no existing pole

(f) Location on privately-owned utility poles.

- (2) If the proposed site is not the highest priority listed above, then a detailed explanation must be provided as to why a site of higher priority was not selected. The person seek such an exemption must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site and the hardship that would be incurred by the applicant if the permit were not granted for the proposed use.

#### F. Right of Way Fees

- (1) In order to ensure that the limited private use of the public right of way authorized herein does not become an additional cost to the City, it is hereby determined by the City Council that the following fees shall be charged to applicants and permit holders seeking to use the public right of way pursuant to this Local Law.
- (2) Small Cell Permit Application Fee: shall be \$500.000 (non-refundable) due to the City Building Department upon submittal of a completed application for review.
- (3) Annual Small Permit Fee:
- (a) For placement on Existing Private Utility Poles -\$1,000.00 per year
  - (b) For placement on Existing City-owned buildings, utility poles, infrastructure or property - \$1,500.00 per year
  - (c) For placement of new poles in the right of way \$2,000 per year
  - (d) Fee start date: The annual permit fee shall be payable January 2 of the year following installation. Failure to pay the annual permit fee shall result in the imposition of a 5% penalty fee, additional collection fees if necessary, and suspension or revocation of the permit.

#### G. City requirements as to aesthetics and neighborhood impact mitigation

- (1) In order to preserve the character and integrity of City neighborhoods the City Council finds that the following requirements are essential to protect the public health, safety and welfare.
- (a) New small cell facilities shall not be located in the Historic District and Landmark Overlay Zone.
  - (b) Wherever possible, new small cell facilities shall include stealth technology designs.

- (c) All small cells placed on any roof shall be set back at least 15 from the edge of the roof along any street frontage.
  - (d) The Planning Board shall consider all impacts to site lines and aesthetic views.
  - (e) Except within the public right of way, all proposed poles, pole equipment and enclosures shall comply with the designated setback requirements.
  - (f) Up to three (3) small cells will be allowed per utility pole if technically feasible and if in the determination of the Planning Board there are no safety or aesthetic concerns. Small cells must be designed and placed in an aesthetically pleasing manner to the reasonable satisfaction of the approving agency.
  - (g) No small cell placement shall be allowed on ornamental street lighting poles as determined by the Building Inspector.
  - (h) No small cell facilities or associated equipment shall be placed on any sidewalk and shall not obstruct pedestrian or vehicular traffic in any way.
  - (i) In no event shall any utility pole or wireless telecommunication support structure as of January 1, 2018, installed in the public right of way, exceed 50 feet. A shorter pole may be required if the initial proposal is deemed out of character of with the neighborhood as determined by the Planning Board.
  - (j) Each new small cell wireless telecommunications facility, including antennas or other associated equipment, installed in the public right-of-way shall not exceed more than ten (10) feet above the existing utility pole or wireless telecommunications support structure on which it is being located.
- H. Duration. Construction pursuant to a small cell permit issued under this section must be commenced within twelve (12) months of issuance of the small cell permit and diligently pursued thereafter, or such small cell permit shall expire.
- I. Routine Maintenance and Replacement. An application shall not be required for: (i) routine maintenance; and (ii) the replacement or upgrade of a small cell wireless telecommunications facility with another small cell wireless telecommunications facility that is same as or smaller in size, weight and height at the same location.
- J. Information Updates. Any amendment to information contained in a small cell building/work permit application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment. On an annual basis, the wireless telecommunication provider shall provide a list of existing small cell locations within the City.
- K. Removal, relocation or modification of Small cell Wireless Telecommunications Facility in the Public Right-of-Way

- (1) Notice. Within ninety (90) days following written notice from the City , the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small cell wireless telecommunications facilities within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.
- (2) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any small cell wireless telecommunications facility located within the public right-of-way, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the wireless telecommunications provider and provide the wireless telecommunications provider an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the wireless telecommunications provider after cutting or removing a small cell wireless telecommunications facility.
- (3) Abandonment of Facilities. Upon abandonment of a small cell wireless telecommunications facility within the public rights-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small cell wireless telecommunications facility if the City, or nay of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

## Section 2. Ratification, Readoption and Confirmation

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

## Section 3. 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 4. Effective Date

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

DRAFT

**DRAFT LOCAL LAW NO. \_\_\_\_ OF 2018**

**CITY COUNCIL  
CITY OF BEACON**

**PROPOSED LOCAL LAW TO  
AMEND SECTION 223-24.5 AND SECTION 223-63 OF THE CODE OF  
THE  
CITY OF BEACON**

A LOCAL LAW to amend Section 223-24.5 of Code of the City of Beacon, concerning Wireless telecommunication services facilities.

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

**SECTION 1.** Chapter 223, Article VI, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to add and amend the following definitions:

**ACCESSORY EQUIPMENT**

Any equipment servicing or being used in conjunction with a wireless telecommunications facility or wireless support structure. The term includes utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds.

**ANTENNA**

A system of electrical conductors that transmits or receives electromagnetic waves or radio frequencies signals. Such waves shall include but not be limited to radio, television, cellular, paging, personal telecommunications services (PCS) and microwave telecommunications. ~~Any system of wires, poles, rods, reflecting dishes or similar devices used for the transmission, reception or both of electromagnetic radiation waves, including but not limited to satellite antennas and amateur radio antennas, which are not fully enclosed within a building.~~

**BASE STATION**

A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications



network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

- (i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- (ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).
- (iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the City of Beacon pursuant to this section, supports or houses equipment described in paragraphs (i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, even if the structure was not built for the sole or primary purpose of providing such support.
- (iv) The term does not include any structure that, at the time the relevant application is filed with the City of Beacon under this section, does not support or house equipment described in paragraphs(i)-(ii) of this section.

## **COLLOCATION CO-LOCATION**

The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes. The installation of two or more wireless telecommunication services antennas and related appurtenances on the same monopole or tower. For purposes of this chapter, the installation of two or more structurally mounted wireless telecommunication services antennas on the same building or structure other than a monopole or tower, or the installation of two or more wireless telecommunication services facilities in different locations on the same site, shall not be considered co-location.

## **DISTRIBUTED ANTENNA SYSTEM (DAS)**

A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.

## **ELIGIBLE FACILITIES REQUEST**

Any request for modification of an existing Tower or Base Station that does not substantially change the physical dimensions of such tower or base station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

## **ELIGIBLE SUPPORT STRUCTURE.**

Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City of Beacon.

## **MONOPOLE**

A tower which consists of a single pole structure, designed and erected on the ground or on top of a structure, to support communications antennas and connect appurtenances. A freestanding pole having a single point of location on the ground comprising a part of a wireless telecommunication services facility. For purposes of this chapter, the term "monopole" shall include all other components of the wireless telecommunication services facility.

## **PUBLIC RIGHT-OF-WAY**

The surface of and space above and below any real property in the municipality in which the City of Beacon has a regulatory interest, or interest as a trustee for the public, as such interests now or hereafter exist, including, but not limited to, all streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skyways, or any other public place, area or property under the control of the City of Beacon, and any non-exclusive public or utility easements established, dedicated, platted, improved or devoted for utility purposes.

## **RADIO TOWER**

Any tower, edifice, pole or other structure, other than a wireless telecommunication services facility (as defined herein), designed to be used for the transmission and/or reception of radio signals, television signals or other electronic impulses and having a height at any point greater than 15 feet from the base or lowest point of said tower, edifice, pole or structure and constructed, installed or maintained on or above the ground or on a residential building on private property.

## **SMALL CELL WIRELESS TELECOMMUNICATIONS FACILITY OR SMALL CELL**

Small cells are low-powered wireless base stations that function like cells in a mobile wireless network, typically covering targeted indoor or localized outdoor areas ranging in size from homes and offices to stadiums, shopping malls, hospitals, and metropolitan outdoor spaces. A small cell facility meets both the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed element, the Antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 17 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box,

ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

## **SUBSTANTIAL CHANGE**

A modification substantially changes the physical dimensions of an eligible support structure (tower or base station) if it meets any of the following criteria:

1. The mounting of the proposed antenna on existing towers, other than towers in the public rights-of-way, would increase the existing height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than 10 feet, whichever is greater.
2. the mounting of the proposed antenna would involve the installation of more than the standards number of new equipment cabinets for the technology involved, not to exceed four, or more than one new equipment shelter;
3. The mounting of the proposed antenna would involve adding an appurtenance to the body of existing towers, other than towers in the public rights-of-way, that would protrude from the edge of the towers more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet, except that the mounting of the proposed antenna may exceed the size limits herein if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable;
4. The mounting of the proposed antenna would involve excavation outside the current existing structure site, defined as the current boundaries of the leased or owned property surrounding the existing structure and any access or utility easements currently related to the site;
5. The modification defeats concealment and/or stealth elements of the support structure; or
6. The modification does not comply with prior conditions of the approval for the existing structure and/or site; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified above.

## **TOWER**

Any structure built for the sole or primary purpose of supporting any licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

## **UTILITY POLE**

A pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including City-owned poles. Such term shall not include structures supporting only Wireless Telecommunication Service Facilities. Any pole in excess of 50 feet shall be deemed a tower.

## **WIRELESS TELECOMMUNICATION SERVICES FACILITY**

~~Any equipment used in connection with the commercial operation of wireless telecommunication services, as defined herein, and as the term "personal wireless services facility" is defined in the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. § 332(e)(7)(C), or as hereafter amended, to transmit and/or receive frequencies, including but not limited to antennas, monopoles, towers, equipment, appurtenances and structures. A structure, facility or location designed or intended to be used as, or used to support, antennas. It includes, without limit, freestanding towers, guyed towers, monopoles, small cell telecommunication facilities on utility poles in the public right-of-way or property of the City of Beacon or of another municipal corporation within the City of Beacon and similar structures that employ camouflage technology, including but not limited to structures such as a multistory building, church steeple, silo, water tower, sign or other similar structures intended to mitigate the visual impact of an antenna or the functional equivalent of such. It is a structure intended for transmitting and/or receiving radio, television, cellular, paging, 911, personal telecommunications services, commercial satellite services or microwave telecommunications, but excluding those used exclusively for dispatch telecommunications, or exclusively for private radio and television reception and private citizen's bands, amateur radio and other similar telecommunications.~~

## **WIRELESS TELECOMMUNICATIONS PROVIDER**

A wireless telecommunications infrastructure provider or a wireless telecommunications services provider.

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Capital Plan**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Capital Plan 2018	Backup Material

<b><u>CITY OF BEACON CAPITAL PLAN 2018 - 2027</u></b>									
	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>	<b><u>2026</u></b>
<b>HIGHWAY:</b>									
<b><u>PUBLIC BUILDINGS</u></b>									
Station one generator replacement	\$ 17,500								
Memorial Building Remove and Re-pour Front Landing	\$ 15,000								
Memorial Building Repair Retaining Wall @ Side Entrance by MHL	\$ 12,000								
Time Clocks (Various Locations)	\$ 50,000								
Purchase of Property for Consolidated Fire Stations			\$ 1,000,000						
Memorial Building Repairs		\$ 50,000							
Memorial Building Windows		\$ 100,000							
Municipal Building Roof			\$ 235,000						
Transfer Station Remove Incinerator			\$ 12,000						
Recreation Center Street Building Roof replacement			\$ 50,000						
<b><u>PARK</u></b>									
Green Street - replace retaining walls	\$ 80,000								
Riverfront park design and Construction documents	\$ 40,000								
Recreation Center Gym Floor Replacement and renovation	\$ 30,000								
Hudson North Trail Design	\$ 40,000								
Green Street - resurfacing		\$ 20,000							
USC Theater Parking and Patios		\$ 25,000							
USC Pool Restoration -Fiberglass		\$ 150,000							
Riverfront Park Basketball Court Restoration/Fencing and Parking									
Lot/Walkway Expansion		\$ 315,000							
Memorial - replace park storage shed			\$ 200,000						
USC Theater Caterers Pavilion			\$ 27,000						
Memorial (Hilltop) 20x30 Pavilion			\$ 27,000						



<b><u>CITY OF BEACON CAPITAL PLAN 2018 - 2027</u></b>									
	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>	<b><u>2026</u></b>
<b><u>HIGHWAY EQUIPMENT</u></b>									
Replace 2000 Johnston Sweeper	\$ 265,000								
20-ton Equipment Trailer	\$ 32,000								
Tire Machine	\$ 40,000								
Replace 1979 #7910 truck with 10-wheel w/ plow		\$ 300,000							
Replace 1992 #992 Dump/Plow/Sander		\$ 300,000							
980 Dump/Plow/Sander		\$ 60,000							
Replace 2000 Daewoo Excavator		\$ 118,000							
Replace 2000 Morbark Grinder		\$ 400,000							
Replace 2005 #053 1-ton dump truck w/plow		\$ 63,000							
Replace 2005 #052 1-ton dump truck w/plow		\$ 63,000							
Replace 1995 #954 truck (w/plow, sander & automatic)			\$ 275,000						
Replace 1997 Cat 416 Backhoe			\$ 150,000						
Flail Mower and Trailer			\$ 160,000						
Replace 2007 #070 1-ton dump/plow				\$ 70,000					
Replace 1998 Blacktop Roller (IR DD-65)				\$ 178,000					
Replace 2001 #010 dump/plow/sander				\$ 300,000					
Replace 2007 #073 1-ton dump truck w/plow					\$ 72,000				
Replace 2003 MT5 Trackless					\$ 179,000				
Replace 2007 #072 3/4 ton lift gate/plow						\$ 65,000			
Replace 2000 R-2 service truck						\$ 130,000			
Replace 2005 #054 dump/plow/sander						\$ 355,000			
Replace 2008 #080 one-ton dump/plow							\$ 75,000		
Replace 2007 Johnston VT 650 Sweeper							\$ 365,000		
Replace 2009 #0910 dump/plow/sander							\$ 435,000		
Replace 2007 #070 1-ton dump truck w/plow								\$ 77,000	
Replace 2012 #122 3/4 ton pick up/plow								\$ 70,000	
Replace 2000 John Deere 120 Excavator								\$ 200,000	
Replace 2009 #094 dump/plow/sander								\$ 375,000	
<b><u>PARK EQUIPMENT</u></b>									
Memorial Park Infield Groomer	\$ 13,500								
2 mowers (1 stand, 1 ride)		\$ 24,000							
<b><u>ROAD RECONSTRUCTION</u></b>									
Phillips Street (9D to Kristy), Reconstruction	\$ 2,729,750								
Red Flynn Drive Bridge Joint	\$ 100,000								

<b><u>CITY OF BEACON CAPITAL PLAN 2018 - 2027</u></b>									
	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>	<b><u>2026</u></b>
Bridger Street Condition Report	\$ 10,270								
East Willow Street (Wilkes to Forest Ln) Survey, Engineering		\$ 62,500							
East Willow Street (Wilkes to Forest Ln) Reconstruction			\$ 2,820,000						
North Walnut (Verplanck to Tilden) Survey, Engineering			\$ 124,580						
Main Street (South Street and Herbert Street Engineering and Survey			\$ 40,000						
Main Street (South Street and Herbert Street Construction			\$ 515,875						
Fishkill Avenue from City Line to Main Street				\$ 200,000					
Teller Avenue from Main Street to Wolcott Avenue				\$ 240,000					
North Walnut (Verplanck to Tilden) Reconstruction				\$ 3,641,000					
Kent Street (Fishkill Ave. to Cannon St.) Survey & Engineering				\$ 59,900					
South Avenue Bridge				\$ 4,000,000					
Kent Street (Fishkill Ave. to Cannon St.) Reconstruction					\$ 1,590,220				
Spring Street (Washington to Liberty) Survey & Engineering					\$ 48,900				
South Walnut Drainage Improvements					\$ 1,421,520				
Spring Street (Washington to Liberty) Reconstruction						\$ 1,497,154			
Dutchess Terrace (Verplanck to Dead End) Survey, Engineering						\$ 99,560			
Dutchess Terrace (Verplanck to Dead End) Reconstruction							\$ 2,740,485		
<b><u>SIDEWALKS</u></b>									
South Avenue (Commerce to Rombout), replacement, both sides - Survey & Engineering	\$ 38,000								
South Avenue (Commerce to Davies), replacement, both sides	\$ 460,000								
Lower Main Street (South St to Herbert) Surveying and Engineering	\$ 94,000								
Lower Main Street (South St to Herbert) replacement one side & New ornamental light poles	\$ 558,000								
Blackburn - Tallix side Engineering & Surveying	\$ 44,000								
Blackburn - Tallix side Engineering & Construction	\$ 220,000								
Wilkes Street sidewalk/running path along park		\$ 283,000							
<b><u>TRANSPORTATION IMPROVEMENT PROJECTS</u></b>									
58 Pedestrian Countdown timers	\$ 403,000								
Main Street Pedestrian Crosswalks	\$ 958,000								
<b><u>POLICE</u></b>									
Locker room renovation		\$ 80,000							
Office furniture		\$ 35,000							
Patrol SUV		\$ 42,000							
<b><u>FIRE</u></b>									
Replace 1986 Pumper	\$ 520,000								

CITY OF BEACON CAPITAL PLAN 2018 - 2027									
	2018	2019	2020	2021	2022	2023	2024	2025	2026
Replace Portable Fire Radios			\$ 24,000						
Replace Rubber Fire Boat				\$ 110,000					
Replace 1993 Pumper					\$ 600,000				
Replace 12 SCBA Harness/Bottles					\$ 120,000				
TOTAL ANNUAL PROJECT AMOUNTS	\$ 6,770,020	\$ 2,490,500	\$ 5,660,455	\$ 8,798,900	\$ 4,031,640	\$ 2,146,714	\$ 3,615,485	\$ 722,000	\$ -

<b>CITY OF BEACON WATER CAPITAL PLAN 2018-2027</b>									
	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>	<b><u>2026</u></b>
<b><u>WATER MAIN IMPROVEMENTS</u></b>									
Phillips Street (Wolcott to Kristy) Reconstruction	\$ 587,468								
Fulton Ave., Fowler St., Vine St. area 1,600 ft. undersized	\$ 60,000								
Wilson St. (Liberty St. to dead end) 2,000 ft. undersized - Engineering	\$ 86,000								
Cargill Line (well field to Route 9) Surveying & Engineering	\$ 86,000								
Village of Fishkill Inter-Municipal Replacement Well Program	\$ 100,000								
Back Up Well Pump House Road		\$ 225,000							
Fulton Ave., Fowler St., Vine St. area 1,600 ft. undersized		\$ 510,000							
Wilson St. (Liberty St. to dead end) 2,000 ft. undersized Construction		\$ 553,000							
Cargill Line (well field to Route 9) Construction		\$ 1,030,000							
East Willow Street, Engineering		\$ 12,000							
East Willow Street Reconstruction			\$ 432,000						
North Walnut (Verplanck to Tilden), Engineering			\$ 21,420						
North Walnut (Verplanck to Tilden) Reconstruction				\$ 723,642					
Kent Street (Fishkill Ave. to Cannon), Engineering				\$ 10,100					
Kent Street (Fishkill Ave. to Cannon), Construction					\$ 341,646				
Spring Street, Engineering					\$ 8,100				
Spring Street Reconstruction						\$ 325,288			
Dutchess Terrace (Verplanck to Dead End), Engineering						\$ 25,440			
Madison (Prospect to Judson) Survey and Engineering						\$ 10,000			
Dutchess Terrace (Verplanck to Dead End) Reconstruction							\$ 658,204		
Madison (Prospect to Judson) Reconstruction							\$ 134,198		
Mountain Lane, survey and Engineering							\$ 107,000		
Mountain Lane, Construction								\$ 1,175,000	

<b><u>CITY OF BEACON WATER CAPITAL PLAN 2018-2027</u></b>									
	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>	<b><u>2026</u></b>
<b><u>WATER TREATMENT FACILITY IMPROVEMENTS</u></b>									
Replace Filter Media - 3 filter beds	\$ 300,000								
Melzingah Dam Valves	\$ 100,000								
Melzingah Dam Piping		\$ 250,000							
Removal of Existing Underground 1000 gallons storage tank and installation of new natural gas generator		\$ 350,000							
Filter Plant Roof Replacement		\$ 100,000							
Re-face Mt. Beacon Dam - Construction		\$ 1,500,000							
<b><u>WATER TANK MAINTENANCE</u></b>									
Replace Fairview Tank	\$ 1,600,000								
<b><u>EQUIPMENT</u></b>									
Replace 1995 Large Dump #955	\$ 200,000								
Replace 2002 Box Van #022		\$ 62,500							
Replace 2008 Small Dump #088			\$ 65,500						
Replace 2008 Pick Up #081 Car #1				\$ 50,000					
Replace 1997 Flatbed #977					\$ 52,000				
Replace 2012 Small Dump #122						\$ 67,000			
Replace Utility Van (small)							\$ 30,000		
Replace Pick-up (WPO)								\$ 50,000	
<b>TOTAL ANNUAL PROJECT AMOUNTS</b>	<b>\$ 3,119,468</b>	<b>\$ 4,592,500</b>	<b>\$ 518,920</b>	<b>\$ 783,742</b>	<b>\$ 401,746</b>	<b>\$ 427,728</b>	<b>\$ 929,402</b>	<b>\$ 1,225,000</b>	<b>\$ -</b>

<b>CITY OF BEACON SEWER CAPITAL PLAN 2018-2027</b>									
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<b><u>WWTP UPGRADES</u></b>									
Chlorine Contact Basin and Dechlorination Engineering	\$ 100,000	\$ 50,000							
Replace final settling tank cross collector, shaft & misc. and replace valves in telescopic pit	\$ 835,000								
Replace #1 Concentration Tank Drives	\$ 120,000								
Reconstruct Admin Building	\$ 150,000								
Digester cleaning	\$ 250,000								
Water Metering for STP	\$ 45,000								
Replace #2 Concentration Tank Drives	\$ 120,000								
STP Headworks Construction		\$ 3,200,000							
Belt press mechanical improvements		\$ 106,000							
Replace aeration tank diffuser		\$ 660,000							
Chlorine Contact Basin and Dechlorination			\$ 2,200,000						
Primary settling tank - major overhaul			\$ 500,000						
Belt press complete replacement				\$ 810,000					
Replace perimeter fence and gate						\$ 85,000			
Replace Roofing Blower Building, Sludge Control						\$ 200,000			



<b>CITY OF BEACON SEWER CAPITAL PLAN 2018-2027</b>									
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<b><u>SEWER LINE IMPROVEMENTS</u></b>									
Phillips St. Reconstruction	\$ 418,345								
South Interceptor - Cleaning & Televising - Kristy to South Avenue & End of Walkway to STP - Engineering	\$ 12,000								
Wilkes St. (Fishkill to Matteawan) Engineering	\$ 12,400								
Teller (Catherine to Henry) Survey & Engineering	\$ 18,900								
South Interceptor Sewer Survey along Fishkill Creek (topo & boundar) between Union Avenue & End of Simmons Lane	\$ 15,000								
South Interceptor - Cleaning & Televising - Kristy to South Avenue & End of Walkway to STP		\$ 250,000							
North Interceptor Replacement - Behind DIA to STP		\$ 1,400,000							
East Willow Street Survey, Engineering		\$ 10,500							
Wilkes St. (Fishkill to Matteawan) Reconstruction		\$ 264,046							
West Main Pump Station - Forcemain Replacement		\$ 1,800,000							
West Main Pump Station		\$ 2,100,000							
East Willow Street Construction			\$ 372,000						
Teller (Catherine to Henry) Construction			\$ 300,000						
N. Chestnut (Main to Church) Survey & Engineering			\$ 19,400						
South Interceptor (Madame Brett to STP) Survey & Engineering			\$ 125,000						
N. Chestnut (Main to Church) Construction				\$ 288,000					
South Interceptor (Madame Brett to STP) Construction					\$ 3,050,000				
<b><u>EQUIPEMENT</u></b>									
Utility Vehicle - F250	\$ 45,000								
Utility Vehicle - F250	\$ 45,000								
<b><u>I &amp; I Improvements</u></b>	\$ 900,000	\$ -	\$ -	\$ -					
<b>TOTAL ANNUAL PROJECT AMOUNTS</b>	<b>\$ 3,086,645</b>	<b>\$ 9,840,546</b>	<b>\$ 3,516,400</b>	<b>\$ 1,098,000</b>	<b>\$ 3,050,000</b>	<b>\$ 285,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**MOU with DCJS**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description  
DCJS MOU

Type  
Backup Material

**AGREEMENT NUMBER THREE/  
HUDSON VALLEY CRIME ANALYSIS CENTER  
MEMORANDUM OF UNDERSTANDING**

This Agreement, entitled "Agreement Number Three/ Hudson Valley Crime Analysis Center (HVCAC) Memorandum of Understanding (MOU)" or "Agreement Number Three/HVCAC MOU" is being executed by the **New York State Division of Criminal Justice Services (DCJS)**, an **Executive agency of the State of New York** with offices at the Alfred E. Smith Office Building, 80 South Swan Street, Albany, New York 12210, on behalf of all signatory law enforcement agencies to the original Hudson Valley Crime Analysis Center MOU, with the **City of Beacon Police Department**, located at Beacon City Hall, 1 Municipal Plaza, Beacon, New York 12508. The foregoing, are together and collectively all of the parties to this Agreement and are hereinafter referred to as the "Parties".

**WHEREAS**, DCJS has sponsored Crime Analysis Center program participants throughout the state of New York, which include police agencies in Albany, Broome, Erie, Monroe, Onondaga, Rensselaer, Schenectady, Clinton, Essex, Franklin, Jefferson, and St. Lawrence counties, and certain law enforcement agencies in other local jurisdictions; and

**WHEREAS**, the HVCAC has proven to be an invaluable resource by providing and disseminating important crime analysis information to every participating law enforcement entity; and

**WHEREAS**, the HVCAC has contributed to research, analysis and development of a comprehensive picture of crime incidents through performing in-depth crime analysis, pattern identification, incident mapping and emerging crime trend recognition; and

**WHEREAS**, on December 12, 2017, all Parties entered into the Hudson Valley Crime Analysis Center Memorandum of Understanding (HVCAC MOU) for the development and operation of the Regional Crime Analysis Center in the Hudson Valley Region of New York State; and

**WHEREAS**, in accordance with Section A (6) of the HVCAC MOU, the HVCAC Board of Directors has voted to authorize the Commissioner of DCJS to enter into agreements with other law enforcement agencies interested in participating in the HVCAC; and

**WHEREAS**, the City of Beacon Police Department has expressed interest in participating in the HVCAC and becoming a party to the HVCAC MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree to as follows:

1. The original HVCAC MOU attached hereto as Appendix A of this Agreement Number Three/HVCAC MOU and incorporated herein. DCJS and the City of Beacon Police Department agree to all the terms and conditions contained in the original HVCAC MOU incorporated here as Appendix A, with respect to provisions governing Board of Director, Location and Funding, Staffing, Information Sharing, Analyses and Reports, and , Expiration of the HVCAC MOU.
2. This Agreement Number Three/HVCAC MOU shall take effect upon full execution by both Parties.

3. By signing this Agreement Number Three/HVCAC MOU, you affirm that you have authority to act on behalf of the signatory agency.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement Number Three/HVCAC MOU to be executed as of the date(s) indicated below:

**NEW YORK STATE DIVISION  
OF CRIMINAL JUSTICE SERVICES**

Signature: \_\_\_\_\_

By: Michael R. Wood

Title: Deputy Commissioner,  
Office of Public Safety

Date: \_\_\_\_\_

**CITY OF BEACON  
POLICE DEPARTMENT**

Signature: \_\_\_\_\_

By: Anthony Ruggiero

Title: City Administrator

Date: \_\_\_\_\_

Enc.

Copy of executed HVCAC MOU (Appendix A)

MEMORANDUM OF UNDERSTANDING  
between the  
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES  
AND

ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE, ORANGE COUNTY SHERIFF'S OFFICE, DUTCHESS COUNTY SHERIFF'S OFFICE, DUTCHESS COUNTY DISTRICT ATTORNEY'S OFFICE, ULSTER COUNTY SHERIFF'S OFFICE, ULSTER COUNTY DISTRICT ATTORNEY'S OFFICE, THE CITY OF KINGSTON POLICE DEPARTMENT, THE CITY OF NEWBURGH POLICE DEPARTMENT, AND THE CITY OF POUGHKEEPSIE POLICE DEPARTMENT.

This is a Memorandum of Understanding (hereinafter "MOU") by and between the **New York State Division of Criminal Justice Services** (hereinafter "DCJS") with offices at Alfred E. Smith Office Building 80 S. Swan Street, Albany, New York, and the Orange County District Attorney's Office, Orange County Sheriff's Office, Dutchess County District Attorney's Office, Dutchess County Sheriff's Office, Ulster County District Attorney's Office, Ulster County Sheriff's Office, the City of Kingston Police Department, the City of Newburgh Police Department, and the City of Poughkeepsie Police Department (collectively hereinafter "MOU law enforcement agencies" or "signatory agencies") for the development and operation of a Regional Crime Analysis Center in the Hudson Valley Region of New York State, to be known as the "Hudson Valley Crime Analysis Center" (hereinafter "HVCAC"). MOU law enforcement agencies and DCJS are collectively referred to as "Parties."

**WHEREAS**, DCJS is seeking to partner with law enforcement agencies in the Hudson Valley region of the State to produce a comprehensive picture of crime incidents through in-depth crime analysis, pattern identification, incident mapping, emerging crime trend recognition, and other related activities; and

**WHEREAS**, the Parties have met to discuss the implementation of the HVCAC; and

**WHEREAS**, the aforementioned MOU law enforcement agencies maintain law enforcement records management systems; and

**WHEREAS**, the mission of the HVCAC will be to analyze crime data provided to it by the Parties and make reports for the purpose of conducting crime analyses including tactical, strategic, and administrative analyses, distribution of

which reports will be determined by the HVCAC Board of Directors (hereinafter "Board"); and

**WHEREAS**, the Parties agree that information sharing is a priority of the HVCAC and appropriate datasets as identified by the Board should be shared with all law enforcement agencies who are authorized to the extent permitted by applicable law and/or regulation and this data should also be shared with the New York State Crime Analysis Data Sharing Network to allow for broad analysis of relevant information against data received from other law enforcement agencies statewide, and that sharing of data back to the HVCAC should be provided to assist in crime reduction.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

**A. Board of Directors**

1. The HVCAC Board shall consist of the Commissioner of DCJS, the District Attorneys of each of the counties being served by the HVCAC; the Sheriff of each of the counties being served by HVCAC; and the Chiefs of the Kingston, Newburgh, and Poughkeepsie City Police Departments. To be a member of the Board these entities must be a signatory to this agreement. Additional regional law enforcement agency executives may be added to sit on the Board, by a majority vote of the current sitting Board upon their respective law enforcement agency being signatory to the HVCAC MOU. Board members may identify a designee to act for them, and vote on their behalf.
2. The Board shall meet at least once per quarter, and at any other time, if at least three of the members shall request.
3. Any Member of the Board may bring a matter before the Board for deliberation and determination. Decisions of the Board shall be approved by a majority vote of Board members present.



4. The Board shall identify the functions to be performed by the HVCAC.
5. The Board shall determine whether other law enforcement agencies who are not a party to this agreement shall be authorized to participate in the activities of the HVCAC.
6. The Board may vote to authorize the Commissioner of DCJS to enter into agreement(s) with other law enforcement agencies interested in participating in the HVCAC.

**B. Location and Funding:**

1. The HVCAC shall be located at the Orange County Emergency Services Center, 22 Wells Farm Road, Goshen, New York 10924, or at any other future location to be determined by the Board. The Orange County District Attorney's Office will act as the "original host agency" with respect to HVCAC. DCJS shall not pay any part of the maintenance or upkeep of the HVCAC.
2. In the event that the HVCAC is relocated in the future, whichever governmental entity ("host agency") possesses the new site, shall provide the necessary space for the HVCAC including rent, utilities, maintenance, and cleaning services.
3. Subject to monies being available for such purposes, DCJS will provide for the necessary office furnishings and technology, including data systems, software and hardware, related professional services, and revisions and updates to existing systems for the effective operation of the HVCAC, and/or such other reasonable expenses related to HVCAC operations, as determined appropriate by DCJS. All furnishings and technology provided by DCJS shall remain the property of DCJS.
4. DCJS shall reimburse Orange County for expenses incurred by Orange County in connection with construction of the HVCAC located at 22 Wells Farm Rd, Goshen, NY to support the initial

construction of the HVCAC within the aforementioned facility. The amount of reimbursement by DCJS to Orange County **shall not exceed fifty thousand dollars (\$50,000)**. All work provided under this Agreement shall be approved by DCJS prior to commencement of the work. Orange County agrees to provide DCJS with copies of contracts and invoices for disbursements in connection with this Agreement to show that funds were spent as intended and approved. Orange County shall submit a single invoice to DCJS for reimbursement under this Agreement as a one-time submission to DCJS within nine (9) months of the date which this Agreement has been executed by all Parties, and within thirty (30) days of the completion of the work, unless otherwise granted an extension by DCJS.

5. All data remains the property of the originating agency as does the responsibility associated with the use and dissemination, and sealing and purging of such data. The determination to disseminate and any subsequent dissemination of information to the press shall be made by the participating agencies and not by the HVCAC.
6. The Parties agree that no party shall be liable to any other party for any incidental, consequential, nominal, compensatory, punitive, or any damages of any kind arising out of or in the course of performance in connection with this agreement. Contracting and labor to repair the Orange County Emergency Services Center, or any other location, will be procured, contracted, scheduled and managed by the respective host agency and DCJS shall not be responsible for any claims by employees or contractors of the originating host county (Orange County), or any other host agency county.

### **C. Staffing**

1. The Parties agree, subject to potential future funding limitations, to provide appropriate staffing necessary to effectively operate the HVCAC. Staffing will minimally include personnel as follows:
  - 1 Director (DCJS Contractor staff)

- 1 Lead Analyst (various sources)
  - 1 Crime Analyst (various sources)
2. All personnel provided by the Parties remain employees or contractors as applicable of the agency that is providing them, and their salary and any related benefits will continue to be paid by the providing agency.
  3. The Parties agree that any full-time personnel assigned to HVCAC will have their work location established at the HVCAC physical location, and that they are to report to the HVCAC on a full-time basis.
  4. DCJS, the Board and MOU law enforcement agencies agree that the purpose of the HVCAC is to prepare and produce crime analysis on a daily basis. In no event shall non-sworn personnel assigned to the HVCAC participate in tactical or operational decision-making in connection with any law enforcement agency activity.
  5. In the event that sworn law enforcement personnel assigned to the HVCAC are redeployed from their HVCAC assignment, the Parties agree that in no event shall non-sworn personnel assigned to the HVCAC, DCJS or any employee of DCJS, be liable in connection with any tactical or operational decision-making activities of sworn personnel when they are redeployed.
  6. DCJS, at its discretion, shall assign a Program Manager to the HVCAC. Any such individual will not be assigned exclusively to the HVCAC, but will be responsible for monitoring all the regional Crime Analysis Centers in New York State. The Program Manager shall report directly to the DCJS Deputy Commissioner of the Office of Public Safety and shall not be under the direction of the Board.
  7. The Parties to this MOU have the sole authority to discipline personnel it assigns to the HVCAC and to require personnel it assigns to adhere to its policy and procedures if those are in conflict with the HVCAC policies and procedures.
  8. Management and execution of activities necessary to performance by the Parties under this MOU shall be the responsibility of the HVCAC Director.

#### **D. Information Sharing, Analyses and Reports:**

1. The Parties agree to access, share, and exchange incident and arrest information and any future data that is mutually agreed upon from time to time that has been developed individually or collectively with other regional Law Enforcement Agencies including tactical, strategic and administrative analyses, and to compile and make available such reports to the extent that their operations permit, and as their management shall determine.
2. The Parties agree to provide for sharing of information, but in no way shall information sharing be construed or interpreted to reflect that any of the Parties is involved or responsible for implementing any operational activities resulting from produced analyses.
3. The Parties agree that any information shared with the HVCAC may be shared among regional law enforcement agencies unless specific restrictions are identified in writing at the time the information is provided to the HVCAC.
4. The Parties agree that the sharing and exchange of information contemplated under the terms of this Agreement shall be voluntary and without charge, fee or other consideration.
5. Participation of the Parties in this Agreement shall be contingent upon the availability of lawful appropriations therefore. In the event that such appropriation is not continued, the obligations of a Party so affected will terminate upon 30 calendar days written notice to all other Parties.
6. The Parties agree to maintain such security procedures as are mutually established.

#### **E. Expiration of MOU**

1. All provisions of this MOU with respect to liability shall survive the termination or expiration of this MOU.

2. The term of this Agreement shall take effect upon full execution of this MOU. The term shall continue in effect until modified or terminated by all Parties.
3. Any Party to this Agreement may withdraw from this Agreement by providing thirty (30) calendar days written notice to all other Parties to the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed at of the dates indicated below by each signing party.

**NYS DIVISION OF CRIMINAL  
JUSTICE SERVICES**

By: 

Title: DEPUTY COMMISSIONER

Date: 10/24/17

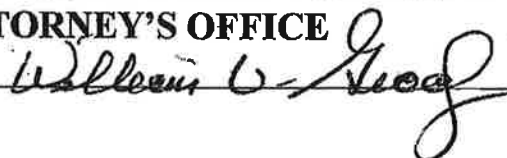
**ORANGE COUNTY  
DISTRICT ATTORNEY'S OFFICE**

By: 

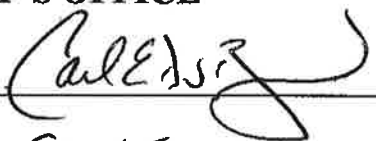
Title: District Attorney

Date: June 16, 2017

**DUTCHESS COUNTY DISTRICT  
ATTORNEY'S OFFICE**

By: 

**ORANGE COUNTY  
SHERIFF'S OFFICE**

By: 

Title: Sheriff

Date: 6/16/17

**DUTCHESS COUNTY  
SHERIFF'S OFFICE**

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

Title: DISTRICT ATTORNEY

Date: 6/16/17

**ULSTER COUNTY DISTRICT  
ATTORNEY'S OFFICE**

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

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

Date: \_\_\_\_\_

**CITY OF KINGSTON  
POLICE DEPARTMENT**

By: [Signature]

Title: Chief of Police

Date: 6/16/17

**CITY OF POUGHKEEPSIE  
POLICE DEPARTMENT**

By: [Signature]

Title: Chief of Police

Date: 16 June 17

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

Date: \_\_\_\_\_

**ULSTER COUNTY  
SHERIFF'S OFFICE**

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

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

Date: \_\_\_\_\_

**CITY OF NEWBURGH  
POLICE DEPARTMENT**

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

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

Date: \_\_\_\_\_

Title: DISTRICT ATTORNEY

Date: 6/16/17

**ULSTER COUNTY DISTRICT  
ATTORNEY'S OFFICE**

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

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

Date: \_\_\_\_\_

**CITY OF KINGSTON  
POLICE DEPARTMENT**

By: [Signature]

Title: Chief of Police

Date: 6/16/17

**CITY OF POUGHKEEPSIE  
POLICE DEPARTMENT**

By: [Signature]

Title: Chief of Police

Date: 16 June 17

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

Date: \_\_\_\_\_

**ULSTER COUNTY  
SHERIFF'S OFFICE**

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

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

Date: \_\_\_\_\_

**CITY OF NEWBURGH  
POLICE DEPARTMENT**

By: [Signature]

Title: City Mgr.

Date: OCT 12 2017

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

Date: \_\_\_\_\_

**ULSTER COUNTY DISTRICT  
ATTORNEY'S OFFICE**

By: Holly Carnright

Title: **HOLLEY CARNRIGHT  
DISTRICT ATTORNEY**

Date: 10/17/17

**CITY OF KINGSTON  
POLICE DEPARTMENT**

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

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

Date: \_\_\_\_\_

**CITY OF POUGHKEEPSIE  
POLICE DEPARTMENT**

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

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ULSTER COUNTY  
SHERIFF'S OFFICE**

By: Paul J. VanBlarcum

Title: **PAUL J. VANBLARCUM  
SHERIFF**

Date: 10/11/17

**CITY OF NEWBURGH  
POLICE DEPARTMENT**

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

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

Date: \_\_\_\_\_

**ULSTER COUNTY  
LEGISLATIVE CHAIRMAN**

By: Kenneth J. Ronk, Jr.

Title: **KENNETH J. RONK, JR.  
CHAIRMAN**

Date: 10-24-17



2. The term of this Agreement shall take effect upon full execution of this MOU. The term shall continue in effect until modified or terminated by all Parties.
3. Any Party to this Agreement may withdraw from this Agreement by providing thirty (30) calendar days written notice to all other Parties to the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed at of the dates indicated below by each signing party.

**NYS DIVISION OF CRIMINAL  
JUSTICE SERVICES**

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

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

Date: \_\_\_\_\_

**ORANGE COUNTY  
DISTRICT ATTORNEY'S OFFICE**

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

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

Date: \_\_\_\_\_

**DUTCHESS COUNTY DISTRICT  
ATTORNEY'S OFFICE**

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

**ORANGE COUNTY  
SHERIFF'S OFFICE**

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

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

Date: \_\_\_\_\_

**DUTCHESS COUNTY  
SHERIFF'S OFFICE**

By: 

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

Date: \_\_\_\_\_

**ULSTER COUNTY DISTRICT  
ATTORNEY'S OFFICE**

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

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

Date: \_\_\_\_\_

**CITY OF KINGSTON  
POLICE DEPARTMENT**

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

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

Date: \_\_\_\_\_

**CITY OF POUGHKEEPSIE  
POLICE DEPARTMENT**

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

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

Date: \_\_\_\_\_

Title: Sheriff

Date: 12/12/17

**ULSTER COUNTY  
SHERIFF'S OFFICE**

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

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

Date: \_\_\_\_\_

**CITY OF NEWBURGH  
POLICE DEPARTMENT**

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

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

Date: \_\_\_\_\_

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Easement Central Hudson Memorial Park**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description

Memorial Park Easement

Type

Backup Material

.....  
County

ACKNOWLEDGEMENT OF CONVEYANCE

State of New York )  
 )ss.:  
County of \_\_\_\_\_)

On the .....day of..... in the year ..... 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

NEW YORK ALL-PURPOSE ACKNOWLEDGMENT

State of New York )  
 )ss.:  
County of \_\_\_\_\_)

On the .....day of.....in the year ..... 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

CERTIFICATE OF SUBSCRIBING WITNESS

State of New York )  
 )ss.:  
County of \_\_\_\_\_)

On the .....day of ..... in the year ....., before me, the undersigned, a Notary Public in and for said State, personally appeared....., the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they resides in.....;that he/she/theyknow(s).....  
.....to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said .....  
..... execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

.....  
Notary Public

RIGHT OF WAY

R\W No.....

Town.....  
PD # .....  
Village.....  
City .....

Granted by  
.....  
.....  
.....  
to  
Central Hudson Gas & Electric Corporation  
Date: .....  
.....  
Map: ..... Line : .....  
Pole No: .....  
Work Order #: ..... J#: .....  
SBL: .....  
Address of ROW: .....  
.....

RECORD AND RETURN TO:

Central Hudson Gas & Electric Corporation  
284 South Avenue  
Poughkeepsie, NY 12601  
Attn: Real Property Services

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Phone & Nepotism Policies**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Cell Phone Use Policy_draft	Backup Material
Nepotism/Family Relationships Policy_draft	Backup Material

# **CELL PHONE USE POLICY**

## **Purpose**

The purpose of this policy is to promote a safe and productive work environment and increase public safety. This policy applies to both incoming and outgoing cellular phone calls.

## **Scope**

This policy is effective upon approval of the City Council and applies to all City employees.

## **City Issued Cell Phones**

A City-owned cell phone will be issued to all Department Heads as determined by the City Administrator or his/her designee, as well as City employees when required by that employee's job duties and/or as determined by the City Administrator or his/her designee. Such City-owned cell phones shall not be used by City employees for personal reasons other than incidentally and/or in emergency situations.

## **Unauthorized Cell Phone Use**

Employees are required to conduct themselves appropriately in the workplace and to refrain from using cell phones for activities that are unauthorized by this Policy, another applicable City policy, or other applicable law, rule or regulation. Unauthorized use of cell phones includes, but is not limited to, the following uses, all of which are prohibited:

1. Any use of City-owned cell phones for activities that are inappropriate to the workplace or are prohibited by any law, rule, regulation or City policy.
2. Any use of City-owned cell phones for furtherance of a non-City business or non-City employment, including, without limitation, consulting for pay, sales or administration of business transactions, or sale of goods or services, including assisting relatives, friends or other persons in such activities.
3. Any use of City-owned cell phones to engage in any outside fund-raising activity, endorse any product or service, participate in any lobbying activity, or engage in any prohibited political activity.
4. Any use of City-owned cell phones for personal reasons not prohibited by numbers 1, 2 or 3 above, except incidentally and/or in emergency situations.
5. Any use of personal cell phones during working hours that would violate numbers 1, 2 or 3 above.
6. Any use of personal cell phones for conducting City business, except incidentally and/or in emergency situations.
7. Any use of personal cell phones during regular working hours for personal reasons not prohibited by numbers 1, 2 or 3 above, except incidentally and/or in emergency situations.

8. Any use of any cell phone while driving a City vehicle or while driving any other vehicle while conducting City business. Drivers must comply with all federal, state, and local laws and regulations regarding the use of mobile devices while driving.

To the extent this Policy is in conflict with any other duly instituted Policy or General Order contained in the Rules and Regulations of the City of Beacon Police Department or Fire Department, such Rules and Regulations shall govern such police officer's / firefighter's phone usage, as applicable.

### **Privacy**

City employees do not have a right of privacy while using City-owned cell phones, whether for official or personal purposes, at any time. Any use of a City-owned cell phone is made with the understanding that such use is not private.

By using City-owned cell phones, whether for official or other purposes, City employees consent to the searching, monitoring and/or disclosing of the contents of any information maintained on or passing through the City-owned cell phone and of any logs or other records of the use of such equipment, including, but not limited to, billing records, call records, text records and pictures.

### **Liability**

Employees in possession of City-owned cell phones are expected to use reasonable care to protect the equipment from loss, damage or theft. Lost, damaged or stolen cellular equipment should be immediately reported to the employee's supervisor. Normal wear and tear is the expected decline in the condition of equipment due to normal everyday use. It is not caused by abuse or neglect. Normal wear and tear shall be assessed by the City Administrator, and, in his/her discretion, costs associated with the replacement or repair of City-owned cell phones based upon such may be paid for by the City. Additionally, damage inflicted in the course of an employee's official duties shall be assessed by the City Administrator, and, in his/her discretion, costs associated with the replacement or repair of City-owned cell phones based upon such may be paid for by the City. However, all costs incurred for replacement or repair of a City-owned cell phone due to an employee's negligent, reckless or intentional conduct will be the responsibility of the employee.

Upon resignation, termination of employment, or at any time upon request, the employee will be asked to produce the City-owned cell phone for return or inspection. Employees unable to present the equipment in good working condition (notwithstanding normal wear and tear) within a reasonable time period (i.e., 24 hours) will bear the cost of a replacement.

Any overage or other charges realized by the City as a result of an employee's personal calls shall be the responsibility of the employee and must be reimbursed to the City.



Employees who are charged with traffic violations resulting from the use of their cell phone while driving will be responsible for all financial liabilities (fines associated with citations) that result from such actions.

### **Sanctions for Unauthorized Use**

Unauthorized use of City-owned cell phones may result in: (1) loss of use or limitations on use of City-owned cell phones; (2) financial liability for the cost of such use; (3) disciplinary or other adverse personnel actions, up to and including dismissal; and/or (4) civil and/or criminal penalties.

## City of Beacon Nepotism & Family Relationships

The City of Beacon (the "City") recognizes that the City is best served when objective employment standards are applicable to all employees. Problems in the workplace may arise when employment decisions are affected by family or financial associate relationships. In order to avoid favoritism, the appearance of favoritism or any potential conflicts of interest when making employment decisions, it is the intention of the City to avoid having family or financial associate relationships influence the professional activities of the City's staff.

For the purpose of this policy, the following definitions shall apply:

1. "Family" and/ or "family members" shall be defined as spouse (through marriage or civil union), domestic partner, mother, father, child, brother sister, grandchild, grandparent, uncle, aunt, niece, nephew, in-law, guardian, ward, cousin and any step or marital relationship of these individuals.
2. "Financial associate(s)" shall be defined as someone with whom an employee of the City or City Council Member has a financial interest. An example of a financial associate is person with whom the employee or City Council Member shares a domicile.

The City endeavors to employ the best available candidate when vacancies occur. The existence of family or financial associate relationships will not be an automatic bar to initial employment or to continued employment, but may provide reason to deny employment if the City believes that such hire may be contrary to this policy.

In order both to improve the quality of recruiting and reference-checking, and to avoid favoritism, the appearance of favoritism or any potential conflicts of interest in the hiring process, all applications for employment shall require disclosure of any and all family members and/ or financial associates employed by the City or serving on the City Council. Current employees of the City and City Council Members shall disclose in writing to the City Administrator if a family member has applied for employment in the City. The City shall be informed immediately of all such disclosures.

Employees who are family members or financial associates shall not be employed in capacities where one of the employees: (1) has direct supervisory authority over the other employee on a day-to-day basis; (2) has the power to control the day-to-day working conditions of the other employee; (3) has the power or effective power to recommend hiring, firing, promotion, transfer or discipline of the other employee; (4) is expected or has the authority to evaluate the performance of the other employee; and/ or (5) is, as part of his/her job responsibilities, privy to managerial or confidential information to which the other employee should not be privy. To the extent possible, employees who are family members or financial associates shall not be placed in the same department.

In the event that hiring, marriage, promotion, or reorganization results in a situation not in compliance with this policy, reassignment or transfer will be effectuated, to the extent practicable to address the situation, in accordance with applicable law and any applicable provisions of collective bargaining agreement(s).

Knowing or willful violation of this policy may result in disciplinary action up to and including dismissal and/ or removal from office in accordance with applicable law and any applicable provisions of collective bargaining agreement(s).

DRAFT

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Budget Amendments**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description

Budget Amendments

Type

Backup Material

Council Budget Amendments  
April 30, 2018 Meeting

1. Amend the 2018 General Fund Budget to cover the costs and reimbursement of the Hudson River Valley Greenway Grant (approved 4/2/18). Below is the proposed budget amendment:

**Transfer to:**

A -08-8020-452000-	CONSULTANT	<u>\$ 79,500</u>
--------------------	------------	------------------

**Transfer from:**

A -00-0000-090900-	FUND BALANCE	\$ 40,000
A -07-7197-208911-	CONTINGENCY FUND	<u>39,500</u>
	Total	<u>\$ 79,500</u>

2. Amend the 2018 General Fund Budget to provide for the payment of unused accumulated leave time for a Senior typist in the Police Department. Below is the proposed budget amendment:

**Transfer to:**

A -03-3120-190000-	SEVERANCE/RETIREMENT PAY	<u>\$ 6,879</u>
--------------------	--------------------------	-----------------

**Transfer from:**

A -01-1990-400004-	CONTINGENCY-RETIREMENT	<u>\$ 6,879</u>
--------------------	------------------------	-----------------

Respectfully submitted,  
Susan K. Tucker CPA

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Clearwater - Riverpool**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
River pool agreement	Backup Material

## RIVERFRONT POOL LICENSE AGREEMENT

[LOCATION TBD]

This License Agreement (this "License Agreement") made as of this \_\_\_\_ day of November, 2017, by and between **City of Beacon** (hereinafter "Licensor"), having an address at One Municipal Plaza, Suite 1, Beacon, New York 12508 and between **Pete & Toschi Seeger Riverfront Park** (hereinafter "Licensee"), having an address at P.O. Box 173, Beacon, New York 12508 [Confirm].

**WHEREAS**, this Agreement sets forth the rights and obligations of the parties in connection with the operation of the Riverfront Pool equipment shed.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. **Grant of License.** Subject to all of the terms and conditions of this License Agreement, Licensor grants to Licensee a personal, revocable and non-assignable license to the area located at \_\_\_\_\_ to install a storage shed to store equipment used by the Licensee (the "Permitted Use"), and for no other purpose or use without Licensor's prior written consent, which may be given or withheld in Licensor's sole and absolute discretion.
2. **License Area.** The License Area to which this License applies, including the equipment shed built thereon, shall be the \_\_\_\_\_ (collectively, the "License Area"). Licensee acknowledges and agrees that it has inspected the License Area and agrees to accept the License Area in the condition existing on the Commencement Date "as is" and Licensor has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the License Area for Licensee use thereof.
3. **Term.** The term of this Agreement (the "Term") shall commence on the date hereof (the "Commencement Date") and shall expire on the date which is no later than November \_\_, 2018 (the "Expiration Date"), unless sooner terminated in accordance with the terms and provisions of this License Agreement.
4. **License Fee.** Licensee shall pay the "License Fee" to Licensor of \$\_\_\_\_\_, per month, which shall be due and payable on the date hereof.
5. **Maintenance and Repairs.** Throughout the Term of this License Agreement Licensor shall have no obligations to make any repairs to the Licensed Area. Licensee, at its sole cost and expense, shall make any and all repairs to the Licensed Area. If Licensee shall fail to perform every such repair, Licensor shall have the right, but not the obligation, to perform the same, Licensee shall within five (5) days of Licensor's demand therefor, pay to Licensor, as an Additional License Fee, an amount equal to the cost of such repair.
6. **Rules and Regulations.** Licensee shall comply with all reasonable rules and regulations that may be made effective by Licensor from time to time, provided that Licensor provides Licensee with reasonable advance notice of such rules and regulations. Licensee further agrees that it shall maintain the License Area in a good, clean and safe condition.
7. **Compliance with Laws.** Licensee shall, at its sole cost and expense, comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, city and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Licensor or the Licensee with respect to the Licensee's use of the License Area. Licensee shall, at its sole cost and expense, obtain all licenses, permits and approvals which may be required for the conduct of its business within the provisions of this License Agreement.
8. **Insurance.** Licensee shall, at its sole cost and expense, maintain and keep in full force and effect during the Term (and any renewal thereof) the following types of insurance, naming Licensee as insured, and Licensor and Licensor's lender (to be identified by Licensor) as additional insureds:

- (a) General Liability Insurance, with limits of no less than \$1,000,000 each occurrence and \$2,000,000.00 annual aggregate.

- (b) Workers' Compensation and Employers' Liability, covering operations in New York State policy limits must equal New York State requirements.

Licensee shall provide the City Clerk with copies of all certificates of insurance, which shall name the City as additional insured.

9. **Modifications and Notices.** Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by first-class mail or personal delivery and addressed to the Licensor at City Hall at 1 Municipal Plaza, Beacon, New York 12508, and to the Licensee at the address set forth above. Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

10. **Indemnification.** Licensee agrees to indemnify, defend with counsel acceptable to Licensor, and hold harmless Licensor, and Licensor's principals, members, officers, employees, directors, agents, ground lessors, mortgagees, and all of their successors and assigns, from and against all legal actions, liabilities, obligations, causes of action, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise in any manner out of Licensee's use or operation of the License Area or this License Agreement, and/or in connection with loss of life, bodily or personal injury or property damage arising from or out of all acts, failures, omissions or negligence of Licensee, or his or her agents employees or contractors. Licensee further agrees that in the event an action or proceeding is brought by Licensor to enforce any of the terms of this License Agreement, and Licensor prevails in such action or proceeding in whole or in part, Licensee shall be required to pay all reasonable attorney fees and expenses incurred by Licensor.

11. **Default.** In the event that the Licensee fails to pay any fees due the Licensor under this Agreement or otherwise breaches any of the terms of this Agreement, or if the Licensed Area is needed for a public purpose, then and in said event, and upon five (5) business days written notice to the Licensee, the Licensor may terminate this Agreement. The parties acknowledge that this Agreement is not a lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]



**IN WITNESS WHEREOF**, the undersigned have executed this License Agreement as of the date and year first above written.

LICENSOR:

**CITY OF BEACON**

By: \_\_\_\_\_  
Name: Anthony Ruggiero  
Title: City Administrator

LICENSEE:

**PETE & TOSCHI SEEGER RIVERFRONT PARK**

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

**City of Beacon Workshop Agenda**  
**4/30/2018**

**Title:**

**Water Supply Agreement with Village of Fishkill**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description

Water Supply Agreement

Type

Backup Material

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the Village of Fishkill, a municipal corporation with its Village Hall located at 1095 Main Street, in the Village of Fishkill, Town of Fishkill, County of Dutchess and State of New York, hereinafter referred to as the "Village", and the City of Beacon, a municipal corporation having its City Hall and principal place of business situate located at 1 Municipal Plaza, in the City of Beacon, County of Dutchess and State of New York, hereinafter referred to as the "City".

**WITNESSETH:**

**WHEREAS**, the Village owns, maintains and operates a central water supply and distribution system (hereinafter called "the System") which produces and furnishes water to the Village of Fishkill residents for a consideration, and

**WHEREAS**, the Village estimates that the source water supply of the existing System presently exceeds the requirements of the Village users, and

**WHEREAS**, the City desires to purchase part of the existing and future unused capacity of the Village water supply under an agreement that will benefit the parties, and

**WHEREAS**, the City hired Leggette, Brashears & Graham to research other possible water sources, and perform a water evaluation study to assess the system's existing capacity and potential future needs; and

**WHEREAS**, at the end of the term of this Agreement, the City and the Village shall enter into a new agreement incorporating proposed capital improvements for the Village's water system, regarding but not limited to, the interconnection of all of the Village's Well Fields and the exploration of additional Well Fields of future access by the City.

**NOW, THEREFORE**, in consideration of these mutual promises and covenants, and other good and valuable consideration, the parties hereby agree as follows:

**FIRST**: The duration of this Agreement shall be for a period of two (2) years from the date of its execution, unless sooner terminated. The City shall have a right to terminate this Agreement for any reason, provided that the City serves a written notice of such intention to terminate to the Village not less than thirty (30) days prior to the stated date of termination. Notice of such termination must be served on the Village Mayor and Village Clerk, either personally or by certified mail. Such termination shall be without penalty to the City.

**SECOND**: The Village will provide the City with a supplemental water supply of up to one million two hundred thousand (1,200,000) gallons per day upon signing this Agreement.

**THIRD**: The City shall be responsible, at its sole cost and expense, for obtaining all requisite permits or approvals from any county or state agency pertaining to the subject matter of this Agreement. Copies of any applications for permits or approvals from such agencies shall be provided to the Village simultaneous with filing same with the county or state agency. The provisions of this agreement shall be contingent upon the City's obtaining all requisite permits or approvals from the county or state agencies having jurisdiction over the subject matter of this Agreement.

The City shall be responsible for all expenses related to compliance with the State Environmental Quality Review Act concerning the subject of this agreement, and the City shall be designated as the "lead agency" with respect to such review.

**FOURTH**: The term "Village rate" as used below will be defined as the rate the Village of Fishkill charges its own residents for water produced by the Village. This rate is currently

\$2.15/1,000 gallons per day. The Village reserves the right to change the Village rate from time to time, as operational costs, such as electrical, chemical and utilities, change.

**FIFTH:** All costs sustained by the Village under this contract are included in the purchase price stated herein. There shall be no additional costs charged to the City.

**SIXTH:** Between the effective date of this agreement and the end of the calendar year, the City shall guarantee purchase of a minimum of two hundred thousand (200, 000) gallons per day, average daily use over a calendar year period. Both parties shall jointly determine if the terms of the guaranteed minimum purchase has, in fact, been met at the end of each calendar year. If the usage is below said minimum requirement, the City shall pay the equivalent amount for the water not purchased, within thirty (30) days of the determination.

**SEVENTH:** The water meter, (which shall be owned and maintained by the Village), shall be read quarterly, and charges for consumption shall be billed by the Village quarterly. In the event that the meter is read incorrectly or is out of service, the Village shall bill the City for each day the meter is not functioning at the average daily consumption rate as determined by the records for the previous four (4) charges for consumption of water actually consumed by the City.

**EIGHTH:** The City agrees to provide an emergency supply of water to the Village at any time that the Village is unable to supply water from its own water supply system of sufficient quantity and quality to meet the needs of its users. Water provided to the Village pursuant to this paragraph will be charged at the same rates the City charges its own residents for water usage. Such use is further subject to the right of the City to discontinue said use in the event of a water emergency in the City and further subject to the provisions of New York

State law dealing with the sale of excess water by a City to outside users, as set forth in §20 of the General City Law. The Village agrees to provide an emergency supply of water to the City at any time that the City is unable to supply water from its own water supply system of sufficient quantity and quality to meet the needs of its users. Such use is further subject to the right of the Village to discontinue said use in the event of a water emergency in the Village and further subject to the provisions of New York State law dealing with sale of excess water by a Village to outside users, as set forth in §11-1120 of the New York State Village Law. Water provided to the City pursuant to this paragraph will be charged at the same rates set forth in paragraph **"FOURTH"** above.

**NINTH:** The Village shall assume all electrical and other utility costs incurred in conjunction with the operation of the well supplying the water to the City.

**TENTH:** The Village shall endeavor to protect the quality of the water in the aquifer and its system, which at a minimum includes enforcement of the Watershed Rules and Regulations of the State of New York. This contract is contingent upon the Village maintaining its water quality at, or above, New York State Board of Health standards for "ground water", at all times during the pendency of this agreement. It is the understanding of the parties to this Agreement that the Village shall not be obligated to chemically treat the water supplied to the City under this Agreement. In the event the Village does not maintain its water quality at, or above, said Board of Health standards, the City shall be relieved of its obligation to purchase water during the period the Village is not in compliance with this provision.

**ELEVENTH:** The Parties acknowledge their obligation to promote water conservation measures each in their own respective jurisdictions. This commitment to

conservation coincides with the policy imperatives contained in the Environmental Conservation Law that all agencies must conduct their affairs with an awareness that they are stewards of the air, water and land and that they have an obligation to protect the environment for the use and enjoyment of future generations. The specific scope and methods of water conservation are left to each Party to be satisfied as dictated by local authority. This agreement shall not be interpreted to require any specific conservation measures in order to achieve the goal of water conservation except where the Village has declared a water emergency.

In the event that the lawful authority of the Village declares a water shortage or emergency and imposes water usage restrictions on Village water users, it is expressly prohibited from limiting the supply of public water delivered to the City during such period except in accordance with paragraph “**TWELFTH**” below.

**TWELFTH:** Where the Village has declared a water emergency and has imposed mandatory supply and usage reductions on its residents, the Village shall serve official notice on the City Administrator of the City of Beacon of said emergency declaration, citing specifically the reasons for mandatory conservation measures, the nature of restrictions imposed and the official date of commencement of such restrictions. The City shall then decide whether to impose the same, or similar, water restrictions on City residents served pursuant to this agreement, and in addition, shall set forth specific conservation measures as are practicable, and shall otherwise regulate water use within the City in a manner consistent with applicable conservation regulations.

In the event that water consumption in the City falls below the minimum usage established in paragraph “**SIXTH**” above, due to a formal declaration of water emergency by

the City and the Village, the minimum consumption requirements shall be suspended until such water emergency order is rescinded by the City and the Village.

**THIRTEENTH:** The Village hereby represents and warrants that all Village water facilities, including without limitation, its pipes, well mechanisms and pumping stations, have the mechanical capacity and shall be maintained adequately so that they draw and transmit the water purchased under this Agreement and the design capacity is sufficient to service the reserved capacity to the City as provided herein, the facilities are in compliance with all applicable laws, rules and regulations of any state, federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same.

The Village shall maintain and operate its supply facility and distribution system in full compliance with all applicable laws, rules and regulations of any state, federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same. The Village shall provide the City with notice of any unusual occurrences, system malfunctions or improvements, which may affect normal service.

**FOURTEENTH:** The City shall maintain and operate its respective distribution systems in full compliance with all applicable laws, rules and regulations of any state, federal or municipal agency or body having jurisdiction and all permits, licenses and approvals issued pursuant to same. The City shall provide the Village with notice of any unusual occurrences, system malfunctions or improvements, which may affect demand for water supply under this Agreement. The City covenants that all reasonable steps will be taken to keep their distribution systems in good repair, so as to prevent substantial water loss during the term of this Agreement.



**FIFTEENTH:** The City shall indemnify, defend and hold harmless the Village, its agents and employees, from and against all losses, damage, suits, claims, judgements and decrees, including reasonable attorneys' fees and court costs, resulting from breach by, and any material inaccuracy of the representations of the Village set forth herein.

The Village shall indemnify, defend and hold harmless the City, its agents and employees, from and against all losses, costs, damages, suits, claims, judgements, decrees and reasonable attorney's fees and litigation costs, resulting from breach by the Village of any material provision in this Agreement.

**SIXTEENTH:** The Parties shall comply with all applicable laws, rules, and regulations of any county, state or federal agency with respect to the water pipes and facilities within their municipal boundaries.

Each party shall exercise due diligence to prosecute, or seek prosecution for the violation of such laws, rules and regulations against persons or entities who damage the distribution system or facility within such parties' boundaries or who endanger any portion of the water supply as transmitted through the respective distribution system belonging to the Parties.

In the event that the Village becomes aware that a maximum contaminant level is exceeded under the regulations contained in Chapter I of the New York State Sanitary Code Subpart 5-1, Section-1.52 Tables 1 through 7 as amended, the Village shall immediately notify the City Administrator about the source and nature of the contaminant. The Village covenants that it will transmit such notice by telephone in advance of, or concurrently with, the

transmission of such notice to the Department of Health in accord with the notification requirements indicated in that same Subpart Section 5-1.52 Table 13.

**SEVENTEENTH:** This Agreement may not be assigned by a party without the express written consent by the other parties hereto.

**EIGHTEENTH:** Should any provision of this Agreement be found by a court of competent jurisdiction to be for any reason whatsoever, invalid, void or unenforceable, it shall be deemed severed from the balance of this Agreement and the balance of the Agreement shall remain in full force and effect.

**NINETEENTH:** The Waiver by either party of the breach of any one or more of the covenants of this Agreement is not a waiver of any other provision hereof or of a subsequent breach of the same covenant or covenants.

**TWENTIETH:** This document contains the entire Agreement among the parties and may not be changed, modified or in any way amended, except by agreement in writing.

**TWENTY-FIRST:** All notices hereunder shall be in writing sent by certified mail, return receipt requested, or by personal delivery to the address of the respective parties set forth above and hereafter designated by such party in the manner required for the giving of notice hereunder.

**TWENTY-SECOND:** This agreement is executed by and on behalf of the Village and by and on behalf of the City by virtue of express authorization given by their respective Boards and Councils at either regular or special meetings, in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the parties hereto have caused their corporate seals to be hereunto affixed, and, these presents to be signed by their duly authorized officers the day and year first written above.

DRAFT