



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. McCrede, Ward 3  
Councilmember Amber J. Grant, Ward 4  
City Administrator Anthony Ruggiero

**City Council Workshop Agenda  
September 24, 2018  
7:00 PM**

**Workshop Agenda Items:**

1. Presentation: Complus
2. CDBG Grant for Green St Park Improvements
3. Municipal IDs
4. HIP Lofts SUP
5. Zoning Tables
6. Verizon 423-425 Main Street
7. Executive Session: Real Estate

**City of Beacon Workshop Agenda  
9/24/2018**

**Title:**

**Presentation: Complus**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description  
Complus Agreement

Type  
Agreement

AGREEMENT BY AND BETWEEN  
CITY OF BEACON, NY (CLIENT)  
AND  
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

**FASTTRACK™ SERVICES AGREEMENT**

This **FastTrack™ Services Agreement** (this "Agreement") is made and entered into on \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Complus Data Innovations, Inc. ("COMPLUS"), with offices at 120 White Plains Road, Tarrytown, New York 10591, and CITY OF BEACON, NY ("CLIENT"), with offices at 1 Municipal Plaza, Beacon, NY 12508.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection ("**FastTrack™**");

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.

- (a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT's business. **FastTrack™** is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to **FastTrack™** are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack™** that are requested by CLIENT during the Term.



- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack™** through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack™** 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack™** will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
- (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack™**. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack™** through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack™** through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack™** sessions set forth on Schedule I of this Agreement ("Sessions").
- (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack™**, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack™** only in accordance with the terms of this Agreement and all applicable laws and government regulations.

## 2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack™** and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.

- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

**3. Authorization Limitations and Restrictions.** CLIENT shall not, and shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
- (d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
- (e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;

- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner **FastTrack™**, the Software or COMPLUS' provision of services to any third party, in whole or in part;
- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
- (h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
- (i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
- (j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under [this](#) Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to FastTrack™ or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.

7. Compliance with Laws and Regulations COMPLUS agrees to maintain **FastTrack™** to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis:
  - Aging of Account Receivables;
  - Officer and PEO Performance Reports;
  - Detail of Outstanding Tickets;
  - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of New York plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack™**, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. Indemnity.

- (a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims, controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of



COMPLUS. This provision shall survive the termination of this Agreement.

- (b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.

11. Fees. CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

12. Payment Processing. COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of three (3) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "Effective Date", and such three (3) year term, the "Initial Term"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

#### 14. Proprietary Rights

- (a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all



intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.

- (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide FastTrack™, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

## 15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who

need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any Delaware state court located in New Castle County, Delaware. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO **FastTrack™**, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. This Agreement may be modified only by a written instrument signed by all the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. E-Sign Disclosure and Consent. If this Agreement is to be executed electronically, CLIENT hereby agrees as follows:

- (a) CLIENT hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, CLIENT also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
- (b) CLIENT may withdraw its consent to receive records and communications electronically by contacting COMPLUS in the manner described in Section 18 of this Agreement. CLIENT's withdrawal of consent will cancel CLIENT's agreement to receive electronic records and communications. Withdrawal of consent

to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. CLIENT may request a paper copy of any records and communications by contacting COMPLUS in the manner described in Section 18 of this Agreement.

- (c) CLIENT is responsible for providing COMPLUS with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. CLIENT may update its contact information by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (d) COMPLUS reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which COMPLUS provides electronic records and communications. COMPLUS will provide CLIENT with notice of any such termination or change as required by law.
- (e) CLIENT acknowledges and agrees that CLIENT’s consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the “Act”), and that CLIENT and COMPLUS both intend that the Act apply to the fullest extent possible to validate the parties’ ability to conduct business by electronic means. CLIENT agrees that, in consenting to electronic signatures and records, CLIENT will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT’s acceptance of this Agreement, and the terms and conditions contained herein.

Accepted by:

	COMPLUS DATA INNOVATIONS, INC.	CITY OF BEACON, NY
SIGNATURE		
NAME	Ariel Kunar	
TITLE	Chief Executive Officer	
DATE		



## SCHEDULE I TO THE FASTTRACK™ SERVICES AGREEMENT

### **SERVICES:**

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support online and phone payment options.
- Data Entry of all handwritten tickets
- Nationwide registered owner name retrieval
- Generating and mailing of violation notices
- Customer call center services
- Payment processing for all mail n payments
- Unlimited training and support

### **EQUIPMENT:**

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

Name	QTY
Client Portal License(s) - includes access to FastTrack and Crystal Reports	2
Monitor 23-24"	1
N5 Batteries	4
N5 Carry Case	4
N5 Screen Protector	4
N5 Strap	4
N5 with scanner & dock	4
Personal Computer(s)	1
Tip License (\$11.00/pc x # of pc x months)	2



AUTHORIZED MACHINES: The Client Portal may only be installed on two (2) authorized machines.



## SCHEDULE II TO THE FASTTRACK™ SERVICES AGREEMENT

### FEE SCHEDULE

Description	Fee
Complus Services	24% of revenue collected
Advanced Collections	40% of revenue collected
Handheld Ticket Stock	included
Data Plans	included
Postage	reimbursable to Complus

Warning Tickets: In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket issued.

DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

COMPLUS and its affiliates have developed and programmed **FastTrack™** and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of NY laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

### Processing Fee Schedule for Online Payments:

- \$3.50 per parking ticket/code violation paid through COMPLUS' web interface.
- 3.5% per permit payment paid through COMPLUS' web interface.

The term "Processing Fee" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.



COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in ***FastTrack™*** and become subject to further collection efforts.

Equipment Fees:

Any handheld(s) that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at a cost of \$4,500 per unit.

**City of Beacon Workshop Agenda**  
**9/24/2018**

**Title:**

**CDBG Grant for Green St Park Improvements**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
CDBG Grant Reso	Resolution
Green St Park Master Plan	Backup Material



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_ OF 2018**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE  
FISCAL YEAR 2019 DUTCHESS COUNTY COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION  
FOR GREEN STREET PARK IMPROVEMENTS**

**WHEREAS**, City of Beacon (hereinafter referred to as the Municipality) is participating in the Dutchess County Community Development Consortium, and

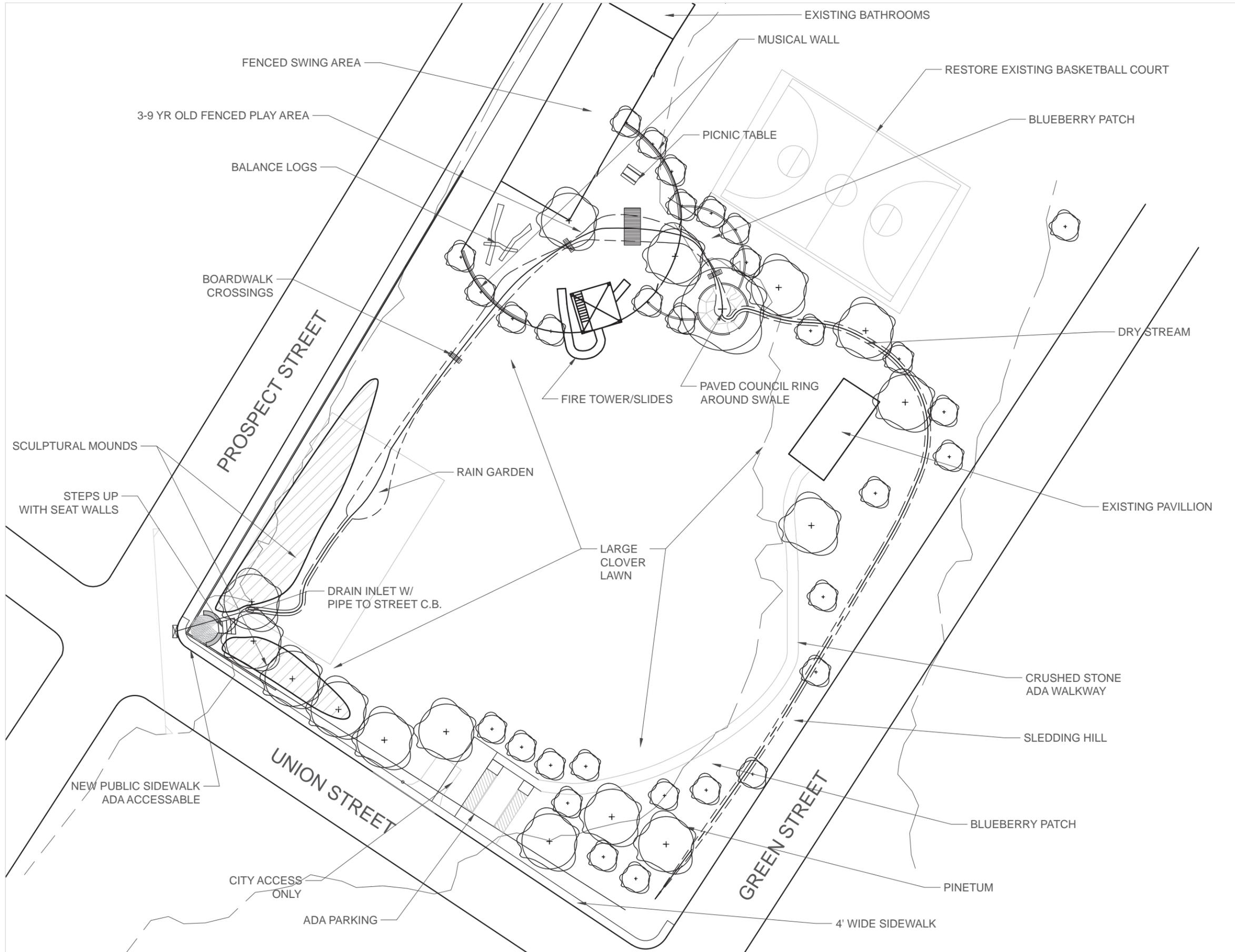
**WHEREAS**, input from citizens and groups has been received and considered at a public hearing, and

**WHEREAS**, an application has been prepared for the above referenced activity which addresses our community concerns.

**NOW, THEREFORE BE IT RESOLVED**, that the Dutchess County Community Development Block Grant Program for the above referenced activity is approved.

**BE IT FURTHER RESOLVED**, that the submission of the application to the Dutchess County Department of Planning and Development is authorized.

<b>Resolution No. _____ of 2018</b>		<b>Date: _____ 2018</b>					
<input type="checkbox"/> <input type="checkbox"/> <b>Amendments</b>						<input type="checkbox"/> <b>2/3 Required</b>	
<input type="checkbox"/> <input type="checkbox"/> <b>Not on roll call.</b>		<input type="checkbox"/> <b>On roll call</b>				<input type="checkbox"/> <b>3/4 Required</b>	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					



**General Notes**

NOTES:  
 ARTIST'S RENDERING ONLY. SEE CIVIL ENGINEER DRAWINGS FOR ACTUAL PLANS. THIS DRAWING IS INTENDED FOR PLANNING PURPOSES ONLY.

No.	Revision/Issue	Date

**One Nature, LLC**  
 178 Main Street  
 Beacon, NY 12508  
 Ecological Services  
 Landscape Construction  
 Native Plant Nursery  
 onenaturellc.com

Project Name and Address:  
 Working Drawing  
 Owner:  
 Town:  
 Address: GREEN STREET PLAYGROUND  
 Acres:

DRAFT MASTERPLAN	Sheet
Date	ARTIST RENDERING
9/21/18	
Scale	
1/8" = 1'	

**City of Beacon Workshop Agenda**  
**9/24/2018**

**Title:**

**Municipal IDs**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Muni ID LL	Local Law
Roselle	Backup Material
Poughkeepsie	Backup Material
PK muni v state ID	Backup Material

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

**CITY COUNCIL  
CITY OF BEACON**

**PROPOSED LOCAL LAW TO CREATE CHAPTER 42 OF THE CODE OF  
THE CITY OF BEACON**

A LOCAL LAW to create Chapter 42 of the Code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon.

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

**Section 1.** Chapter 42 of the Code of the City of Beacon entitled “Municipal Identification Program” is hereby created as follows:

**§ 42-1 Legislative findings, intent and purpose.**

- A. The City Council finds that many residents of the City of Beacon often times do not have access to various forms of identification and thus have difficulty obtaining services, such as bank accounts, access to health care services, as well as access to public/government buildings. This barrier leaves thousands of individuals- including immigrants, homeless people, transgender people, senior citizens, young people, and those who have been formerly incarcerated- without access to critical services. It is the intent of the City Council to build the City of Beacon’s standing as a welcoming and inclusive center for all residents, without regard to a person’s race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, or financial status.
- B. Residents' lack of access to acceptable forms of identification also raises public safety concerns for the City. Residents without access to bank accounts often carry large amounts of money on their person or store it in their home making them targets for crime. In addition, residents who cannot produce proof of identity are often reluctant to report crimes to the police that they suffer or witness. Studies show that immigrant populations in particular are victimized by crime at rates similar to or greater than the general population but immigrant populations report crime at lower rates than the general population. This under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City.

- C. A City of Beacon identification card would serve to reduce the impact of the above mentioned conditions, improve public safety, and enable all City of Beacon residents to participate more fully in and become an integral part of the community. A City of Beacon identification card would encourage crime reporting and witness cooperation, both key elements in building a safer community. Such cards would also potentially enable more City residents to open bank accounts, access parks or other public facilities, and receive resident discounts at local businesses, events, and arts institutions. The cards would also benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and therefore no longer possess a valid driver's license. Accordingly, it is in the best interests of its residents for the City to issue its own municipal identification card.
- D. By authorizing the creation of this program, the City Council does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The program should not be used as a proxy to require individuals to produce government-issued identification to access services and benefits where such identification is not presently required, such as registering to vote or casting a ballot.

#### **§ 42-2 Definitions.**

##### **BEACON ID CARD**

An identification card issued by the City of Beacon that shall, at a minimum, display the cardholder's photograph, name, date of birth, address, ID card number, and card expiration date. Such identification card shall be designed in a manner to deter fraud which may include; bar codes, serial numbers, watermarks, City Seal, or other security measures used to protect against fraud. Additionally, the card does not bestow eligibility for state or federal financial benefits, therefore significantly reducing the incentive to fraudulently obtaining an ID card.

##### **CITY**

The City of Beacon or any department, agency, board, or commission thereof.

##### **RESIDENT**

A person who can establish that he or she is a current resident of the City of Beacon pursuant to § 42-5.

#### **§ 42-3 Beacon ID Card program.**

The City Clerk shall act as the custodian of all records and applications. The City shall work with such groups as Nobody Leaves Mid-Hudson to implement the Beacon ID Card program.

**§ 42-4 Issuance of Beacon ID Cards.**

- A. The Beacon ID Card shall be available to any resident of the City over the age of 14, regardless of his or her race, color, creed, age, national origin, alienage or citizenship status, gender identity, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this chapter.
- B. The City shall establish an application fee for municipal identification cards of \$10 for adults and \$5 for people under the age of 18 or over the age of 62.
- C. The Beacon ID Card shall be valid for a period of 2 years from the date of issuance, and thereafter must be renewed for a fee of \$5.00 in order to keep the ID Card active. Only residents with a valid, active Beacon ID Card shall be eligible to receive Beacon ID Card benefits.

**§ 42-5 Beacon ID Card eligibility.**

- A. Eligibility: In order to obtain a Beacon ID Card an applicant must complete an application and provide documentation in order to establish proof of identity and proof of residency within the city as follows:
  - (1) Proof of Identity: In order to establish identity, an applicant shall be required to attain 4 points of identification by producing at least one of the following documents from LIST ONE (4 points), current or expired not more than 5 years prior to the date of the Beacon ID Card application OR one document from LIST TWO (3 points) along with one document from LIST THREE (1 point).
    - (a) **List One** (4 point documents): U.S. or foreign passport; U.S. state driver's license; U.S. state identification card; U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; U.S. or foreign military identification card; a current visa issued by a government agency.
    - (b) **List Two** (3 point documents): U.S. Permanent Resident (Green Card); U.S. Citizenship and Naturalization Certificate; U.S. Federal Government or Tribal-issued photo ID; State Veterans ID with photo.

- (c) **List Three** (1 point document): Social Security Card; EBT Card; High School or College Diploma; ITIN (Individual Taxpayer Identification Number) card or authorization letter (must be accompanied by an ID with a photograph); Voter Registration Card.
- (2) Proof of Residency: In order to establish residency, an applicant shall be required to produce at least one of the following items which must show the applicant's name and residential address located within the city and must be dated no more than sixty days prior to the date such document is presented, unless otherwise indicated below:
- (a) A utility bill;
  - (b) A current residential property lease;
  - (c) A local property tax statement dated within one year of the date it is submitted;
  - (d) A local real property mortgage payment receipt;
  - (e) A bank account statement;
  - (f) Proof that the applicant has a minor child currently enrolled in a school located within the city;
  - (g) An employment pay stub;
  - (h) A jury summons or court order issued by a federal or state court;
  - (i) A federal or state income tax or refund statement dated within one year of the date it is submitted;
  - (j) An insurance bill (homeowner, renter, health, life, or automobile insurance);
  - (k) Written verification issued by a homeless shelter located within municipality that confirms at least fifteen days residency;
  - (l) Written verification issued by a hospital, health clinic or social services agency located within the City confirming at least fifteen days residency.

**§ 42- 6 Confidentiality of Beacon ID Card application information and data.**

- A. The City will retain originals or copies of records provided by an applicant to prove identity or residency for a Beacon ID Card.

- B. The City will retain the name, date of birth, card number, and expiration date for all IDs, giving the City the ability to prevent duplicates.
- C. The City shall not disclose information about Beacon ID Card applicants to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities, unless disclosure is required by law.

**§ 42-7 Access to services.**

- A. The City's municipal agencies and offices, and appropriate municipal employees, including law enforcement officers, may accept the Beacon ID Card as proof of identity and residency, excluding in cases where acceptance of the Beacon ID Card is precluded by state or federal law.
- B. The City may seek to promote and expand the benefits associated with the Beacon ID Card and may take reasonable efforts to promote the acceptance of the Beacon ID Card by banks and other public and private institutions located within the City.
- C. The City's municipal agencies and offices may not require the possession of a Beacon ID Card where identification is not already required in order to obtain city services. Provided, however, that the City's municipal agencies and offices may require the possession of a Beacon ID Card to obtain benefits or privileges offered exclusively to those who possess a Beacon ID Card as an incentive to apply for the municipal identity card.
- D. The City will train appropriate municipal personnel, municipal offices, and law enforcement officers to ensure that the Beacon ID Card is effectively accepted per its intended use as is outlined in this chapter.

**§ 42-8 Language assistance services.**

The City may, consistent with all federal, state and local laws, provide language assistance to applicants for the municipal identity cards to facilitate access thereto. The City may identify and implement measures, including but not limited to staff training, community outreach, and language assistance tools, to address the needs of limited English proficient individuals in the successful administration of the Beacon ID Card program.

**§ 42-9 Violations.**

- A. It is a violation of this chapter for any person or entity to undertake any of the following acts. A fine of no more than \$100 may be imposed for each violation.
  - (1) To knowingly present false information in the course of applying for a Beacon ID Card.
  - (2) To alter, copy, or replicate a Beacon ID Card without the authority of the City.

- (3) To use a Beacon ID Card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

## **Section 2. Numbering for Codification**

It is the intention of the City and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

## **Section 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. The Beacon ID Card program shall be implemented within 6 months of the passage of chapter.

# **BOROUGH OF ROSELLE**



## **ORDINANCE NUMBER 2524-15**

### **AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE**

**WHEREAS**, the Mayor and Borough Council recognize that many residents within the Borough of Roselle often times do not have access to various forms of identification and thus have difficulty obtaining services such as banking accounts, access to health care services, as well as public/government buildings; and

**WHEREAS**, there are also many undocumented immigrant residents who are unable to produce acceptable documentation and thus, as a result thereof, have great difficulty in obtaining services: and

**WHEREAS**, it has also been documented in New Haven, Connecticut, that there was a dramatic decrease in robberies/armed robberies against undocumented immigrant workers after the implementation of city identification cards in New Haven, Connecticut; and

**WHEREAS**, the availability of Borough identification cards will be helpful to displaced youth in addition to many residents and immigrants; and

**WHEREAS**, the Mayor in conjunction with the Municipal Council of the Borough of Roselle believe the availability of Borough identification cards will be positive and productive for so many residents of the Borough of Roselle.

**NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF ROSELLE, NEW JERSEY, THAT:**

**Section 1.** The Revised General Ordinances of the Borough of Roselle, New Jersey, as amended and supplemented, shall include the following:

Borough of Roselle Identification Card Program.

The Borough of Roselle hereby establishes a Borough of Roselle Identification Card Program, which shall be issued to individuals who can prove their identity and residency, in accordance with the terms of this ordinance, which shall be liberally interpreted.

# BOROUGH OF ROSELLE



## ORDINANCE NUMBER 2524-15

### AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE

#### I. Administering Department

- a. The Roselle Borough Library (hereafter referred to as the Administering Department) shall be designated as the department to administer the Borough of Roselle Identification Card Program.
- b. The Borough's Administration Department shall issue such policies and procedures necessary to effectuate the purposes of this ordinance; including, the designation of access sites where applications for such cards shall be made available for pick-up and submission. The Department of Administration shall also make the applications available online.

#### II. Definitions

**"Borough of Roselle Municipal Identification (I.D.) Card" or "Roselle Identification Card"** shall mean an identification card issued by the Borough of Roselle that shall, at a minimum, display the card holder's photograph, name, date of birth, address, signature, issuance and expiration date. Such card shall also, at the cardholder's option; display the cardholder's self-designated gender. Such identification card shall be designed in a manner to deter fraud.

**"Administrator"** shall mean the Borough Administrator or his designee.

**"Department of Administration"** shall mean the Borough's Department of Administration, including the Borough Administrator or designee and the Assistant Borough Administrator or designee.

**"Resident"** shall mean a person who can establish that he or she is a current resident of the Borough of Roselle.

**"Borough"** unless otherwise identified shall solely mean Borough of Roselle.

# BOROUGH OF ROSELLE



## ORDINANCE NUMBER 2524-15

### AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE

**"Care of Organization"** shall mean a Borough Agency, hospital, private or public shelter, non-profit organization, or religious institution in Roselle, New Jersey serving homeless individuals or survivors of domestic violence.

**"Care Address"** shall mean the authorized use of address by Borough Agency, hospital, private or public shelter, or religious institution in Roselle, New Jersey serving homeless individuals or survivors of domestic violence.

**"Care Address Letter"** A letter from a Borough Agency, hospital or non-profit organization, private or public shelter, or religious institution in Roselle, New Jersey authorizing use of address. Letter must indicate applicant has received services from the entity for the past fifteen (15) days and may use entity's address for mailing purposes (dated within fifteen (15) days). Address on card will be "Care Of" the organization.

#### III. Issuance of Roselle Identification Cards; Display; Term; Fee

a) The Borough of Roselle Identification Card shall be available to any resident of the Borough of Roselle regardless of his or her race, color, creed, age, national origin, alienage, or citizenship status, gender, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this ordinance and of any applicable policies and procedures established by the Department of Administration.

b) The Roselle Identification Card shall display at minimum the applicant's full name, photograph, address, date of birth, signature, card issue and expiration dates. The administering agency shall, through policy and procedure it establishes as required by this ordinance, create guidelines to protect the addresses of victims of domestic violence or alternate requirements for applicants who lack a permanent address. Such card shall also, at the cardholder's option; display the cardholder's self-designated gender. Such identification card shall be designed in a manner to deter fraud which may include: bar codes, serial numbers, watermarks, Borough Seal, and other security protections to deter fraud.

# **BOROUGH OF ROSELLE**



## **ORDINANCE NUMBER 2524-15**

### **AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE**

c) The Borough of Roselle Identification Card is valid for two (2) years from date of issuance. Residents age fourteen (14) or over may apply for a card. Relocation out of the Borough invalidates the Borough of Roselle Identification Card and shall be returned to the Borough for destruction.

d) The fee for the issuance of the Borough of Roselle Identification Card shall be \$15.00 for adults and \$7.00 for children, veterans, disabled and senior citizens. Renewal of cards shall be \$15.00 and change of information shall be \$7.00. The Borough Administrator may adopt rules permitting residents who cannot afford to pay such fee(s) to make a hardship application and to be granted a full or partial waiver of the fee. The Borough Administrator may file for a hardship exception waiver during application's intake process. In order for an applicant to be granted a hardship waiver, the applicant must demonstrate and have proof of one of the following circumstances:

- i. Applicant is currently homeless; or
- ii. Applicant has proof of eviction within the last three (3) months; or
- iii. Applicant has recently experienced reported domestic violence; or
- iv. Applicant has proof of substantial debt caused by medical expenses within the last twelve (12) months; or
- v. Applicant is currently unemployed; or
- vi. Applicant has filed for bankruptcy within the last six (6) months; or
- vii. Applicant currently receives one of the following: Supplemental Nutrition Assistance Program, or SSI, or TANF, or food stamps. The applicant should provide proof in the form of a letter, notice or other official document containing the name of the agency granting the benefit, the name of the recipient of the benefit and the name of the benefit received; or
- viii. Applicant's current household income is at or below 150% of the federal poverty level.

# **BOROUGH OF ROSELLE**



## **ORDINANCE NUMBER 2524-15**

### **AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE**

#### **IV. Proof of Residency and Identity**

In order to obtain a Borough of Roselle Identification Card an applicant must establish their identity and residency within the Borough of Roselle as follows:

a) **Proof Of Identity.** The Roselle Identification Card Program will use a point system to determine if applicants are able to prove identity and residency in Roselle, New Jersey. In order to establish identity, an applicant shall be required to produce one or more of the following documents: a U.S. or foreign passport, a U.S. driver's license; a U.S. state identification card; a U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a certified copy of U.S. or foreign birth certificate; a Social Security Card; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; a U.S. or foreign military I.D. card; a current visa issued by a government agency; a U.S. Individual Taxpayer Identification Number (ITIN) authorization letter; an Electronic Benefit Transfer (EBT) card; or any other documentation that the (administering agency) deems acceptable. If the individual is a minor, proof must be furnished on behalf of said minor by the individual's parents or legal guardian or by a court of competent jurisdiction. The administering agency shall, through the policy and procedure established, create a point system to ensure uniformity and non-biased requirements by which individuals may establish identity and residency. The Department of Administration, through its policies and procedures, shall determine the weight to be given to each type of document provided in this paragraph, and require that at a minimum applicant produce more than one document to establish identity.

b) **Proof of Residency.** In order to establish residency, an applicant must present one of more of the following items showing both the applicant's name and residential address located within the Borough; a utility bill; a local property tax statement or mortgage payment receipt; a bank account statement; proof that the applicant has a minor child currently enrolled in a school located within the Borough; an employment pay stub; a jury summons or court order issued by a

# **BOROUGH OF ROSELLE**



## **ORDINANCE NUMBER 2524-15**

### **AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE**

state or federal court; a federal or state income tax or refund statement; an insurance bill (homeowner's, renter's, health, life or automobile insurance); written Care Address Letter confirming residency; and any other document the Department of Administration determines is acceptable which shall be set forth in the policies and procedures it promulgates. The Department of Administration shall create through its policies and procedures alternative methods to establish residency, notwithstanding the lack of fixed address. The Administrator may consider a care address acceptable for the homeless and domestic violence applicants.

V. All Borough of Roselle departments shall accept the Roselle Municipal Identification Card as proof of identity and residence for access to Borough services and benefits unless such acceptance is prohibited by federal or state law or unless the department or authority has reason to suspect fraud by the purported cardholder. The Borough of Roselle shall take reasonable efforts to promote the acceptance of the card by banks and other public and private institutions located within the Borough and publicize the benefits associated with the Roselle Identification Cards.

#### **VI. Confidentiality**

The records relating to the application and issuance of the Borough of Roselle Identification Cards shall be maintained in accordance with law. The Borough of Roselle shall make best efforts to protect the confidentiality of all municipal card applicants to the maximum extent allowable by federal and state law. The Borough of Roselle shall not disclose personal information obtained from an applicant for a Roselle Municipal Identification Card to any individual, public or private entity, unless required by a court of competent jurisdiction, or authorized in writing by the individual to whom such information pertains, or when such individual is a legal minor or is otherwise not legally competent, by such individual's parent or legal guardian; when so ordered by a court of competent jurisdiction; to a requesting Borough Department for the limited purpose of administering the program determining or facilitating the applicant's eligibility for additional benefits or services or care and provided that such disclosure is made in accordance with all applicable federal and state privacy laws and regulations.

# **BOROUGH OF ROSELLE**



## **ORDINANCE NUMBER 2524-15**

### **AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE**

The Borough of Roselle administering agency shall not retain original or copies of documents provided by an applicant to prove identity or residency when applying for a Roselle Municipal Identification Card.

#### **VII. Disclaimer**

The Borough of Roselle is providing the Roselle Identification Card for identification and access to services provided by the Borough of Roselle. The Borough does not act as guarantor or warrantor of either of the information provided by the applicant for the Roselle Identification Card or of/against acts, criminal or otherwise committed by the individual(s) while possessing or using the Roselle Identification Card. The Borough does not waive any of its protections afforded under Federal, state or local laws, including but not limited to the immunities under the New Jersey Torts Claims Act, N.J.S.A. 59:1-1 et seq., by processing or issuing the Roselle Identification Card.

#### **VIII. Reporting**

The Administering Department shall submit a report to the Mayor and the Borough of Roselle Municipal Council on the status of the Roselle Identification Card Program on a quarterly basis or at the request of the Mayor and/or Municipal Council.

#### **IX. Violations and Penalties**

Altering or intentionally damaging the Roselle Municipal Identification Card, using another person's Roselle Municipal Identification Card, or allowing the cardholder's Roselle Municipal Identification Card to be used by another person may result in confiscation of the card and is in violation of N.J.S.A. 2C: 28-7. Submission of false documents to obtain a Roselle Municipal Identification Card is a violation of N.J.S.A. 2C:21-2.1(c) and making false statements to obtain a Roselle Municipal Identification Card is a violation of N.J.S.A. 2C:21-4 and punishable by law.

Except as otherwise expressly provided for Section 1, Part IX, any person who violates any provision of this ordinance shall, upon conviction thereof, be punished

# BOROUGH OF ROSELLE



## ORDINANCE NUMBER 2524-15

### AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE CREATING A BOROUGH OF ROSELLE IDENTIFICATION CARD PROGRAM FOR RESIDENTS OF THE BOROUGH OF ROSELLE

by one or more of the following penalties: (1) a fine not exceeding \$1,000.00; (2) imprisonment for any term not exceeding ninety (90) days; or (3) a period of community services not exceeding ninety (90) days. Separate offenses shall be deemed committed on each day during or on which a violation occurs or continues.

**Section 2.** If any portion of this ordinance shall be deemed unenforceable by a court of competent jurisdiction, the remainder of the ordinance shall remain in full force and effect.

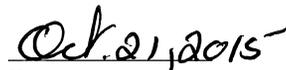
**Section 3.** This Ordinance shall take effect in the manner prescribed by law.

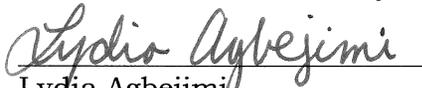
#### Recorded Vote on Second Reading Ordinance No. 2524-15

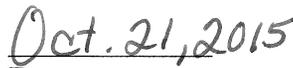
	Motion	Second	Ayes	Nays	Abstain	Absent
Councilman Atkins	x		x			
Councilwoman Shaw			x			
Councilwoman Staten			x			
Councilman Hayman			x			
Councilman Bishop			x			
Councilman Aubourg		x	x			

Approved on Second Reading and Final Adoption

  
Christine Dansereau, Mayor

  
Date

  
Lydia Agbejimi  
Deputy Municipal Clerk

  
Date

**LOCAL LAW NO. 4 OF 2018**

**A LOCAL LAW TO ESTABLISH A  
MUNICIPAL IDENTIFICATION PROGRAM  
IN THE CITY OF POUGHKEEPSIE**

**SPONSORED BY COUNCILMEMBER SALEM & COUNCILMEMBER  
CHERRY**

**BE IT ENACTED**, by the Common Council of the City of Poughkeepsie of the County of Dutchess as follows:

**SECTION 1. LEGISLATIVE FINDINGS; INTENT & PURPOSE; AUTHORITY**

- A. The legislature finds that many residents of The City of Poughkeepsie are unable to obtain government-issued identification that is required to fully participate in The City of Poughkeepsie's rich society. This barrier leaves thousands of individuals — including immigrants, homeless people, transgender people, senior citizens, young people, and those who have been formerly incarcerated — without access to critical services, benefits, cultural, educational, and civic opportunities. It is the intent of the legislature to build The City of Poughkeepsie's standing as a welcoming and inclusive center for all residents, without regard to a person's race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, or financial status. Further, it is the intent of the legislature that the municipal identification card should affirm the resident status of all City of Poughkeepsie residents.
- B. Residents' lack of access to acceptable forms of identification also raises public safety concerns for the City. Residents without access to bank accounts often carry large amounts of money on their person or store it in their home making them targets for crime. In addition, residents who cannot produce proof of identity are often reluctant to report crimes to the police that they suffer or witness. Studies show that immigrant populations in particular are victimized by crime at rates similar to or greater than the general population but they report crime at lower rates than the general population. This under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City.
- C. A City of Poughkeepsie identification card would serve to reduce the impact of the above mentioned conditions, improve public safety, and enable all City of Poughkeepsie residents to participate more fully in and become an integral part of the life of the community. A municipal identification card would encourage crime reporting and witness cooperation, both key elements in building a safer community. Such cards would also potentially enable more City residents to; open bank accounts, access parks or other public facilities, and receive resident discounts at local businesses, events, and arts institutions. The card could have multiple use options, for example functioning as a public transportation pass, library card, resident golf card, and parking meter card all in one. The cards

would also benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and therefore no longer possess a valid driver's license. Accordingly, it is in the best interests of its residents for the City to issue its own municipal identification card.

- D. By authorizing the creation of this program, the legislature does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The program should not be used as a proxy to require individuals to produce government-issued identification to access services and benefits where such identification is not presently required, such as registering to vote, casting a ballot, or accessing government buildings.
- E. The legislature further recognizes that transgender and gender non-conforming individuals may have particular challenges in obtaining identification cards that reflect their gender identity, due to stigma and burdensome administrative policies for changing gender on other identification documents. This increases the likelihood they will experience discrimination in seeking employment or housing, or even prevent them from participating in cultural or civic life and so it is our intention to make the program affirming to transgender and gender non-conforming residents by not requiring a gender selection.
- F. Finally, the legislature seeks to preserve the safety and privacy of all City of Poughkeepsie residents. It is the intent of the legislature that all completed applications and personal data gathered during the application process should be destroyed, besides the applicant's photograph, name, and date of birth, which should be maintained confidentially.

## **SECTION 2. DEFINITIONS**

- A. The "Poughkeepsie ID card" shall mean an identification card issued by The City of Poughkeepsie that shall, at a minimum, display the cardholder's photograph, name, date of birth, address, ID card number, and card expiration date. Such identification card shall be designed in a manner to deter fraud which may include; bar codes, serial numbers, watermarks, City Seal, or other security measures used to protect against fraud. Additionally, the card does not bestow eligibility for state or federal financial benefits, therefore significantly reducing the incentive to fraudulently obtaining an ID card.
- B. "City" shall be in reference to the City of Poughkeepsie or any department, agency, board, or commission thereof.
- C. "Resident" shall mean a person who can establish that he or she is a current resident of The City of Poughkeepsie pursuant to Section 5 of this Act.

### **SECTION 3. MUNICIPAL IDENTITY CARD PROGRAM**

The City of Poughkeepsie Chamberlain's Office shall administer the municipal identity card program and shall promulgate all rules necessary as set by the Common Council to effectuate the purposes of this subchapter. Such office shall make applications for such card available for pick-up and submission at any agency or office where there is substantial contact with the public and shall also make applications available online.

### **SECTION 4. ISSUANCE OF MUNICIPAL IDENTITY CARDS**

- A. The Poughkeepsie ID Card shall be available to any resident of The City of Poughkeepsie over the age of 14, regardless of his or her race, color, creed, age, national origin, alienage or citizenship status, gender identity, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this legislation.
- B. The City of Poughkeepsie shall establish an application fee for municipal identification cards of \$10 for adults and \$5 for people under the age of 18 or over the age of 62. For those who cannot afford to pay set fee, the City of Poughkeepsie will allow for a hardship waiver if witnessed and authenticated documentation can be produced thereby establishing difficulty to pay.
- C. The Poughkeepsie ID Card shall be valid for a period of 4 years from the date of issuance, and thereafter must be renewed in order to remain active and receive benefit with a renewal fee of \$5.00.
- D. The Poughkeepsie ID Card program shall be implemented within 6 months of the passage of Legislation.

### **SECTION 5. MUNICIPAL IDENTITY CARD ELIGIBILITY**

- A. Eligibility: In order to obtain a Poughkeepsie ID card an applicant must complete an application and provide documentation in order to establish proof of identity and proof of residency within the city as follows:
  - (1) **Proof of Identity:** In order to establish identity, an applicant shall be required to attain 4 points of identification by producing at least one of the following documents from LIST ONE (4 points), current or expired not more than 5 years prior to the date of the The City of Poughkeepsie ID card application OR one document from LIST TWO (3 points) along with one document from LIST THREE (1 point).

**LIST ONE** (4 point documents):

U.S. or foreign passport; U.S. state driver's license; U.S. state identification card; U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; U.S. or foreign military identification card; a current visa issued by a government agency.

**LIST TWO** (3 point documents):

U.S. Permanent Resident (Green Card); U.S. Citizenship and Naturalization Certificate; U.S. Federal Government or Tribal-issued photo ID; State Veterans ID with photo.

**LIST THREE** (1 point document):

Social Security Card; EBT Card; High School or College Diploma; ITIN (Individual Taxpayer Identification Number) card or authorization letter (must be accompanied by an ID with a photograph); Voter Registration Card.

(2) **Proof of Residency:** In order to establish residency, an applicant shall be required to produce at least one of the following items of which must show the applicant's name and residential address located within the city and must be dated no more than sixty days prior to the date such document is presented, unless otherwise indicated below:

a utility bill; a current residential property lease; a local property tax statement dated within one year of the date it is submitted; a local real property mortgage payment receipt; a bank account statement; proof that the applicant has a minor child currently enrolled in a school located within the city; an employment pay stub; a jury summons or court order issued by a federal or state court; a federal or state income tax or refund statement dated within one year of the date it is submitted; an insurance bill (homeowner, renter, health, life, or automobile insurance); written verification issued by a homeless shelter located within municipality that confirms at least fifteen days residency; written verification issued by a hospital, health clinic or social services agency located within the City of Poughkeepsie confirming at least fifteen days residency.

## **SECTION 6. APPEALS PROCESS**

- A. Hearing: Any refusal to issue a Poughkeepsie ID card or to renew a Poughkeepsie ID card made hereunder shall be by written notice issued by the City Clerk, or his/her designee, to the applicant. Said notice shall include a statement that the applicant is entitled to demand a hearing, provided that such demand is made in writing to the City Clerk, and such hearing shall be conducted within 30 days

after the applicant or licensee's request is received by the City Clerk or his/her designee.

- B. Decision: Upon receipt of a demand for a hearing, the City Clerk shall transmit such request to the City Administrator, who shall appoint a hearing officer to make a report and recommendation to the City Administrator within thirty (30) days of the date of the hearing. The City Administrator shall have the final authority to uphold, reverse or modify the decision of the City Clerk, after consideration of the hearing officer's report and recommendation.
- C. Demand for hearing: Any demand for a hearing must be made in writing, within 10 days after mailing notice of the refusal of the City Clerk to issue a Poughkeepsie ID card.

#### **SECTION 7. CONFIDENTIALITY OF MUNICIPAL ID CARD APPLICATION INFORMATION & DATA.**

- A. The City of Poughkeepsie shall not retain originals or copies of records provided by an applicant to prove identity or residency for a Poughkeepsie ID card.
- B. The City will retain the name, date of birth, card number, and expiration date for all IDs, giving the City the ability to prevent duplicates.
- C. The City of Poughkeepsie shall not disclose information about Poughkeepsie ID card applicants to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities. In the event of litigation, The City of Poughkeepsie shall defend against the disclosure of such information to the maximum extent possible under the law. This protection shall extend to the Poughkeepsie ID card application forms, information contained on those forms or obtained through the Poughkeepsie ID card application process, to the lists of individuals who hold or have applied for the Poughkeepsie ID card, and to the fact of any individual's participation in the Poughkeepsie ID card program.

#### **SECTION 8. ACCESS TO SERVICES**

- A. All municipal agencies and offices, and all municipal employees, including law enforcement officers, shall accept the Poughkeepsie ID card as proof of identity and residency, excluding in cases where acceptance of the Poughkeepsie ID card is precluded by state or federal law.
- B. The City of Poughkeepsie shall seek to promote and expand the benefits associated with the Poughkeepsie ID card and shall take reasonable efforts to promote the acceptance of the card by banks and other public and private institutions located within the City.

- C. The City of Poughkeepsie agencies and officers shall not require the possession of a Poughkeepsie ID card where identification is not already required in order to obtain city services. Provided, however, that agencies may require the possession of a Poughkeepsie ID card to obtain benefits or privileges offered exclusively to those who possess a Poughkeepsie ID card as an incentive to apply for a municipal identity card.
- D. The City of Poughkeepsie will administer and maintain reasonable and appropriate training for all municipal personnel, municipal offices, and law enforcement officers to ensure that the Poughkeepsie ID card is effectively accepted per intended use as is outlined in this legislation.

## **SECTION 9. LANGUAGE ASSISTANCE SERVICES**

The City of Poughkeepsie shall, consistent with all federal, state and local laws, provide language assistance to applicants for the municipal identity cards to facilitate access thereto. The Common Council of the City of Poughkeepsie shall identify and implement measures, including but not limited to staff training, community outreach, and language assistance tools, to address the needs of limited English proficient individuals in the successful administration of the Poughkeepsie ID card program.

## **SECTION 10: COUNTERFEIT AND FRAUDULENT CARDS**

It is a violation of The City of Poughkeepsie ID code under this section for any person or entity to undertake any of the following acts. A fine of no more than \$100 may be imposed for each violation.

- A. To knowingly present false information in the course of applying for a Poughkeepsie ID card.
- B. To alter, copy, or replicate a Poughkeepsie ID card without the authority of the The City of Poughkeepsie.
- C. To use a Poughkeepsie ID card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

## **SECTION 11: EFFECTIVE DATE**

This Local Law shall be effective upon its filing with the Secretary of State.

## **SECTION 12: SEVERABILITY**

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect

the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

**SECTION 13: NUMBERING**

It is the intention of the Common Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the city of Poughkeepsie, New York, and the sections of this ordinance may be renumbered to accomplish such intention.

**Poughkeepsie Municipal ID**  
**Points needed = 4 (Calculated 4 or 3+1) + Proof of Residency**

Points	Type of I.D.	
4	<ul style="list-style-type: none"> <li>U.S. or foreign passport</li> <li>U.S. state driver's license</li> <li>U.S. state identification card</li> <li>U.S. permanent resident card</li> <li>a consular identification card</li> <li>a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country</li> <li>a national identification card with photo, name, address, date of birth, and expiration date</li> <li>a foreign driver's license</li> <li>U.S. or foreign military identification card</li> <li>a current visa issued by a government agency.</li> </ul> <p><i>*All forms listed above must be current or expired not more than 5 years</i></p>	
3 + 1	3	1
	<ul style="list-style-type: none"> <li>U.S. Permanent Resident (Green Card)</li> <li>U.S. Citizenship and Naturalization Certificate</li> <li>U.S. Federal Government or Tribal-issued photo ID</li> <li>State Veterans ID with photo</li> </ul>	<ul style="list-style-type: none"> <li>Social Security Card</li> <li>EBT Card</li> <li>High School or College Diploma</li> <li>ITIN (Individual Taxpayer Identification Number) card or authorization letter (must be accompanied by an ID with a photograph)</li> <li>Voter Registration Card</li> </ul>

**Proof of Residency**

- a utility bill
- a current residential property lease
- a local property tax statement dated within one year of the date it is submitted
- a local real property mortgage payment receipt
- a bank account statement
- proof that the applicant has a minor child currently enrolled in a school located within the city
- an employment pay stub; a jury summons or court order issued by a federal or state court
- a federal or state income tax or refund statement dated within one year of the date it is submitted
- an insurance bill (homeowner, renter, health, life, or automobile insurance)
- written verification issued by a homeless shelter located within municipality that confirms at least fifteen days residency
- written verification issued by a hospital, health clinic or social services agency located within the City of Poughkeepsie confirming at least fifteen days residency.

**New York State Non-Drivers ID**  
**Points needed = 6 + Proof of Date of Birth**  
**Bold = Proves D.o.B.**

Points	Type of I.D.
6	<ul style="list-style-type: none"> <li><b>NY State Photo Driver License, Permit or Non-Driver ID Card</b></li> </ul> <p><i>*Must be current or expired for less than 2 years</i></p>
4	<ul style="list-style-type: none"> <li><b>U.S. Passport or Passport Card (non-expired)</b></li> <li>Statement of Identity and/or Residence (MV-45) You can only use this if you are under age 21.</li> <li>Statement of Identity and/or Residence for Applicants Represented by Government or Government-Approved Facilities (MV-45A)</li> <li>Statement of Identity for Applicants who can be Considered a Disenfranchised Homeless Youth (MV-45B)</li> </ul>
3	<ul style="list-style-type: none"> <li><b>U.S. Military Photo ID Card</b></li> <li><b>Certificate of Citizenship (N-560, N-561 or N-645)</b></li> <li><b>Certificate of Naturalization (N-550, N-570 or N-578)</b></li> <li><b>Valid Employment Authorization Card (I-688B or I-766) with photo, issued by DHS</b></li> <li><b>Permanent Resident Card (I-551)</b></li> <li><b>Reentry Permit (I-327)</b></li> <li><b>Refugee Travel Document (I-571)</b></li> <li><b>Foreign Passport with a valid I-551 stamp or with a statement on the Visa</b></li> <li><b>Foreign Passport with a Visa and a valid I-94 issued by DHS Must be in English or translated by an embassy. There are special requirements if your I-94 has a status code.</b></li> <li>NY State Benefit/Medicaid Card with photo</li> </ul>
2	<ul style="list-style-type: none"> <li>NY State Benefit/Medicaid Card without photo</li> <li>NY State Interim License/Permit/Non-Driver ID without photo</li> <li>NY State or NYC Pistol Permit</li> <li>NY State Professional License</li> <li>NY State Registration Document (vehicle or boat only)</li> <li>NY State Certificate of Title</li> <li>Photo Driver License/Permit/Non-Driver ID card issued by another U.S. State, jurisdiction, Canadian Province or territory (must be current or expired no longer than 2 years)</li> <li>St. Regis Mohawk Tribal Photo ID Card</li> <li><b>Canadian Birth Certificate with St. Regis Mohawk Tribal Photo ID Card</b></li> <li>U.S. Military Dependent ID Card</li> <li>U.S. College Photo ID Card and Transcript</li> <li>U.S. High School ID Card with Report Card</li> <li>U.S. Marriage or Divorce Record OR Court Issued Name Change Decree</li> <li>U.S. Social Security Card</li> </ul>
1	<ul style="list-style-type: none"> <li>U.S. Computer Printed Pay Stub (must have your name)</li> <li>U.S. Employee ID Card</li> <li>U.S. High School Diploma OR GED</li> <li>U.S. Supermarket Check Cashing Card with signature and pre-printed name</li> <li>U.S. Union Card</li> <li>U.S. Health Insurance Card/Prescription Card</li> <li>U.S. Life Insurance Policy or Current Statement (in effect at least 2 years)</li> <li>U.S. Utility Bill (must include your name and address)</li> <li>Veterans Universal Access Photo ID Card</li> <li>Federal or NY State Income Tax W-2 Form</li> </ul> <p>Only one of these items, if issued by the same financial institution, can be accepted</p> <ul style="list-style-type: none"> <li>U.S. bank statement</li> <li>U.S. cancelled check (must have your pre-printed name)</li> <li>U.S. cash card (ATM) (must have your signature &amp; pre-printed name)</li> <li>Major U.S. credit card (must be valid)</li> </ul>
0	<ul style="list-style-type: none"> <li><b>U.S. or U.S. Territory Birth Certificate (original or certified) that shows your first and last name</b></li> <li><b>Tribal Birth Certificate from a Federally recognized tribe proving birth in the U.S., U.S. DOS Consular Report of Birth Abroad (original or certified)</b></li> </ul>

**City of Beacon Workshop Agenda**  
**9/24/2018**

**Title:**

**HIP Lofts SUP**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
HIP Lofts letter	Backup Material
Hartgen letter	Backup Material
HIP Lofts presentation	Backup Material



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September 14, 2018

Hon. Randy Casale, Mayor  
and Members of the City Council  
City of Beacon City Hall  
1 Municipal Plaza  
Beacon, New York 12508

Re: Beacon HIP Lofts Special Permit Application

Dear Mayor Casale and Members of the City Council,

I am writing regarding the upcoming public hearing on the application for a special permit to allow 29 additional artist live-work units at Beacon HIP Lofts.

Application Summary:

This is an application to amend a Special permit granted by the Council in January 2014, which approved 143 artist live-work units in January 2014. A copy of the existing special permit is attached.

The amendment seeks Council authorization for an additional 29 Artist Live work units, to be placed in a newly constructed Building 16, bringing to the total number of Live Work units to 172. The applicant has agreed that it will not seek any further artist live work units on the property, although the density provisions of the zoning law would theoretically allow a maximum of 243 live-work units. An essential element of the project is the elimination of the commercial laundry on the site which has been a high-volume water user of approximately 26,000 gpd. The removal of the commercial laundry will also remove 3 unattractive buildings which are non-contributing to the historic setting. The Application also proposes to eliminate a previously approved 4-story residential building immediately adjacent to the Fishkill Creek that contained 24 units, and will surrender any rights to the height variance previously granted for that 4-story building. Overall, the proposal would concentrate the residential units toward the center of the site and create additional open space in the area close to Fishkill Creek.

The recent amendments to the Historic Preservation Law (134-7)

At the workshop on August 27<sup>th</sup>, we noted that HIP Lofts is an historic property within the HDLO, and that the Council's special permit review would consider the recently updated provisions about historic appropriateness and compatibility of new construction. Historic appropriateness was a key element in the design of the project. To provide documentation to the Council that the

3861160.1



September 14, 2018

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proposed special permit project meets the standards of 134-7, the applicant will have several experts speak at the public hearing:

- Beth Selig, MA, RPA, of Hudson Valley Cultural Resource Consultants. Her graduate work focused on the occupational revolution in the 19<sup>th</sup> century and the growth of industrial factories in New York State. Stephanie Roberg-Lopez, a partner in the firm, will also be present. Her master's thesis at Yale was on the subject of historic mill buildings. Ms. Selig will address the appropriateness and compatibility of the proposed Building 16 from the point of view of the history of the Groveville Mills complex, and the historic setting. Hudson Valley Cultural Resource Consultants prepared the historic studies that were part of the project applications, and coordinated the project review by New York State Office of Parks, Recreation, and Historic Preservation (OPRHP). Attached is a letter report summarizing the Findings of Hudson Valley Cultural Resource Consultants.
- Walter Wheeler, preservation architect and Senior Architectural Historian at Hartgen Archeological Associates, who is also president of the Society for Preservation of Hudson Valley Vernacular Architecture. Mr. Wheeler will address the appropriateness and compatibility of the proposed Building 16 from the architectural and historic point of view. The application materials before the Council already contain a letter from Mr. Wheeler about the compatibility of the proposed size and height of the proposed new building (Exhibit H to Special Permit Application). I anticipate receipt of a further letter from Mr. Wheeler specifically addressing the elements of the recent amendments to section 134-7. If I receive it prior to the public hearing, I will promptly email it to the City for distribution and posting.

The remaining enclosures were included in the Council Packets prior to the workshop on August 27<sup>th</sup>, but have not previously been formally submitted to the Council by the applicant:

1. The letter from the Planning Board to the City Council dated March 15, 2018 recommending that the special permit be granted.
2. The Zoning Board of Appeals Resolution dated February 28, 2018, granting a height variance for building 16 of 52 feet at the third story, with a recessed 4<sup>th</sup> story of an additional 14 feet.
3. An enlarged copy of the graphic showing the relative ground elevations of Route 52 and the proposed location of Building 16. At the workshop on August 27<sup>th</sup>, I distributed an 8 1/2 x 11 copy of a graphic showing the ground level elevation of the proposed Building 16, as compared with the elevation of Route 52 and the City Water Department property on the other side of the Fishkill Creek. This graphic shows that the ground elevation at the location of Building 16 is 24 feet lower than the ground elevation at Route 52, and 29 feet

C&F: 3861160.1



September 14, 2018

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lower than the elevation on the opposite side of the Fishkill Creek at the City Water Department. This factor will reduce the apparent height of the new building when viewed from either point of view. At the workshop, the 8 /12 x 11 graphic proved somewhat hard to read. I will hand out larger copies at the Public Hearing in the attached 11 x 17 format. The copy posted to the website should be easily readable.

Thank you for your consideration, and we look forward to presenting information about the project at the public hearing.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'JL Van Tuyl', is written in a cursive style.

Jennifer L. Van Tuyl

cc: Nicholas Ward-Willis, Esq.  
Anthony Ruggiero, City Administrator

C&F: 3861160.1



## HUDSON VALLEY

Cultural Resource Consultants, Ltd.

3 Lyons Drive Poughkeepsie, NY 12601

914-456-3698 • 845-702-0869

September 14, 2018

Beacon HIP Lofts, LLC  
16 Squadron Boulevard  
New City, NY 10956  
Attn: Jennifer Van Tuyl

Re: Beacon HIP Lofts  
Beacon City Council Presentation  
Front Street  
Beacon, Dutchess County, NY

Dear Ms. Van Tuyl,

Thank you for the materials you provided on September 5, 2018 which include the amended provisions of the Beacon City Code relating to special permit review within the Historic District Overlay (HDLO), which set forth standards for reviewing proposed construction in the context of the historic character of the surrounding area, and consideration of the compatibility of the proposal in terms of scale and height with the surrounding properties and the neighborhood. You have also forwarded to me copies of materials considered by the City of Beacon Planning Board in its SEQR Negative Declaration, and the City Zoning Board of Appeals in granting the height variance for the proposed building.

I am familiar with the HIP Lofts site, as my firm prepared the Phase 1A Literature Search and Sensitivity Assessment for this property, and supervised the coordination with the State Historic Preservation Office (SHPO) relating to the proposed restoration and reconstruction of buildings on the site. I therefore write this report to assist the Council in carrying out its duties in reviewing the proposed Special Permit to allow artist live-work units in the LI zoning district. My report assesses the appropriateness of the proposed improvements, including the construction of the new Building 16 in the historic context of the property, and the compatibility of its scale and height with the property, the surrounding properties, and the neighborhood. Walter Wheeler, Architectural Historian with Hartgen Archaeological Associates, has written a separate evaluation which addresses appropriateness and compatibility from an architectural perspective. I have reviewed Mr. Wheeler's letter which is part of the record before the Planning Board and Zoning Board of Appeals, as well as other materials and reviews by the City consultants.

### GROVEVILLE MILLS

Based on the information reported in the Phase 1A Literature Search and Sensitivity Assessment, the first structures constructed in the location of the Grovewille Mills Historic District were built prior to 1820. Abraham Dubois operated a grist mill along Fishkill Creek, which he sold to Samuel Upton in 1820. The grist mill was converted to a fulling and carding mill a few years later. The fulling and carding mill, owned by the Glenham Company, operated until 1858, when the demand for military uniforms led to the company expanding its factories and production capacity. It was during this period of the mill's operations that tenement buildings, which served as worker housing, were first constructed on the property. The Glenham Company filed for bankruptcy in 1873. In 1876, A. T.

Stewart acquired the mill complex, tenements and a nearby farm. He demolished the extant structures, and built an extensive carpet factory.

In addition to the new brick factory buildings, Stewart built Italianate-style worker housing to the north of the factory buildings, and constructed a bridge over Fishkill Creek. Stewart's carpet mill closed in 1893. The History of Dutchess County, written by Frank Hasbrouck, indicates that in 1909 the machinery at the mills had been sold for scrap, and the buildings were unoccupied.

Throughout the twentieth century, ownership of the Groveville Mill Complex changed frequently, with each new owner modifying the layout of the complex to suit their needs. These changes can be seen on the Sanborn Fire Insurance maps that document the features of the industrial complex in the early twentieth century.

The Groveville Mill Historic Complex is an important historical site. It is one of the first factory complexes in the Hudson Valley Region to provide worker housing on the premises. The construction of the bridge over Fishkill Creek connected the factory to the residential hamlet of Matteawan, providing easy access to the residences in this neighborhood. The Italianate style residential structures located northwest of the factory buildings were not the first worker housing constructed on the property, as tenements had been built on the site as early as the 1860s.

Well into the late nineteenth century, the Fishkill and Beacon areas remained rural. The owners of the Glenham Company and later A. T. Stewart, needing a reliable source of labor, saw that the best way to obtain the employees needed to run the large factory complex was to provide housing. Stewart demolished the tenements built by the Glenham Company and built the residences that are currently located within the historic complex. By providing housing on site, Stewart was able to assemble the workforce needed to run the factory, which in 1875 included 700 employees.

#### APPLICABLE STANDARDS:

Chapter 134 of the Code requires evaluation of the appropriateness of the proposed construction with the existing setting and compatibility of the scale and height of the new construction in relation to the property, surrounding properties and the neighborhood.

Assuring such compatibility of design was an integral part of the evaluation of the proposed project and the review by the State Historic Preservation Office. The proposed design would construct a larger Building 16, but would also eliminate a 4-story building closer to the Creek and remove the non-contributing commercial laundry buildings which presently surround Building 16. The proposed new Building 16 is 52 feet tall to the third floor level, with a recessed 4<sup>th</sup> floor that is 14 feet tall, for a total of 66 feet. At this time, the highest structure within the complex is the tower located on the roof of Building 11, which is 67 feet high.

The applicant has submitted documentation to the reviewing Boards that the proposed massing of the building is appropriate in the context of the mill complex, which contains a number of large buildings. The applicant has also established that the massing of the building is appropriate, as it is located in the center of the property, substantially set back from Route 52 and from the Fishkill Creek, and that the elevation at the property line of the proposed Building 16 is 24 feet lower than the elevation at Route 52, and 29 feet lower than the elevation at the Beacon water plant, across the Fishkill Creek, thus substantially reducing the perceived height of the new building. The Planning Board has issued a Determination of Significance finding that the proposed Building 16 will not create any significant adverse impacts. The Zoning Board of Appeals has issued a height variance to authorize construction of the building, finding that, "The City Zoning Board of Appeals, in granting a height variance, has found that, "The proposed height is not out of character with the existing mill complex," and that Building "will not produce an undesirable change in the character of the neighborhood and will not be a detriment to nearby properties."

Walter Wheeler, Architectural Historian with Hartgen Archaeological Associates, stated in a letter dated Jan. 17, 2018 that the proposed building "is in keeping with the existing setting and Historic Preservation guidelines for such construction, and will not have a detrimental effect on nearby properties or the character of the

neighborhood.” Weston Davey, Historic Site Restoration Coordinator, Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation, reviewed the project and stated that the “proposed new construction...appears to be appropriate to the surrounding historic district (Comment Letter 01/05/2018).” Tim Lloyd, Archeologist with the Office of Parks, Recreation and Historic Preservation stated “I have no concerns regarding the project's potential impacts to archaeological resources (CRIS Communication 11/29/17).”

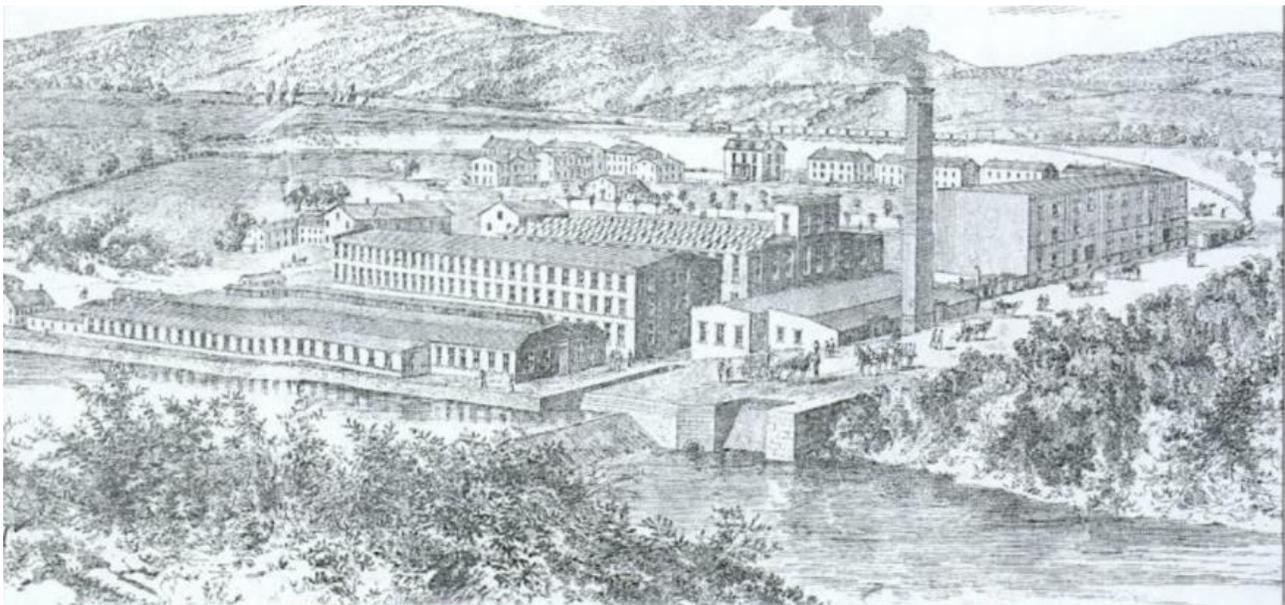
My evaluation leads me to concur with the above findings, based on the historic context of the Mill complex.

## FINDINGS

In the late nineteenth and early twentieth centuries, the historic mill complex spanned the entire space between Building 16 and Building 9 (1904 Sanborn Map). The buildings included two vacant structures, a sizing building and a printing and coloring structure. These buildings were torn down, and a new building identified as the Mill No.3 Bleachery and Washhouse was constructed adjacent to the north side of Building 9. An alleyway was located between the Bleachery building and Building 16, which was historically a drying and storage building. The Mill No. 3 building was torn down in 2000.

Based on the historic layout of the mill complex, particularly southeast of Building 16, the proposed massing of the new structure is not out of context with the historic layout of the Groveville Mills Historic District. This southern area of the mill complex was once completely covered with brick factory buildings. These connected structures would have created a visual image of one very large structure.

In the nineteenth century, the tower on Building 11 was not the tallest structure within the complex. A brick chimney was located to the northeast of Building 11 on the far side of the Machine House, which is documented as being 100 feet high. This chimney is visible on the 1879 lithograph of the mill complex (below). An 80 foot high water tower was added to the complex in 1912 (1912 Sanborn Map).



Groveville Mills, circa 1879. (Source: Robert Murphy, *History of Beacon* 1998)

The historic Sanborn Maps (1904-1912) also show that Building 4, which was a series of conjoined small warehouses, was four stories high, with an overall height of 55 feet above grade. The 1879 lithograph shows this building, in the northeastern portion of the complex, as being at or close to the height of the tower on Building 11. In 1919 the height of the building was mapped between 43 feet and 57 feet above street level. The variation is due to alterations made to the landscape on the northeastern side of the structure that would have altered the overall

elevation of the street. In 1879 a rail spur was located in this area, followed by a side street in the early twentieth century, and in 1990 a large parking lot.

Based on the historic layout of the mill complex, the proposed height of the new structure is not out of context with the historic layout of the Groverville Mills Historic District. The varying heights of Building 4, the height of the water tower and brick chimney, along with the tower on Building 11 would have created a higher height envelope for the historic complex.

#### CONCLUSION

The layout, purpose and ownership of the Groverville Historic Complex buildings have changed dramatically over time, beginning at the close of the eighteenth and early nineteenth centuries. The buildings within the historic complex have undergone almost continuous episodes of demolition and rebuilding. It is the opinion of HVCRC that the proposed Building 16 design is in keeping with the historic context of the complex, and that the proposed height and massing will not negatively impact the historic context of the Groverville Mills Historic District.

Sincerely,

A handwritten signature in blue ink that reads "Beth Selig". The signature is written in a cursive, flowing style.

Beth Selig, MA., RPA,  
President, Hudson Valley Cultural Resource Consultants



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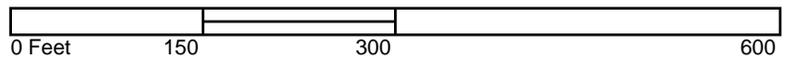
Site Name: Beacon Lofts  
 Address: 84 Mason Circle  
 City, ST, ZIP: Beacon, NY 12508  
 Client: Hudson Valley Cultural Resource Consultants  
 EDR Inquiry: 5098293.1  
 Order Date: 11/06/2017  
 Certification # A2E0-4BA1-9A11  
 Copyright 1919



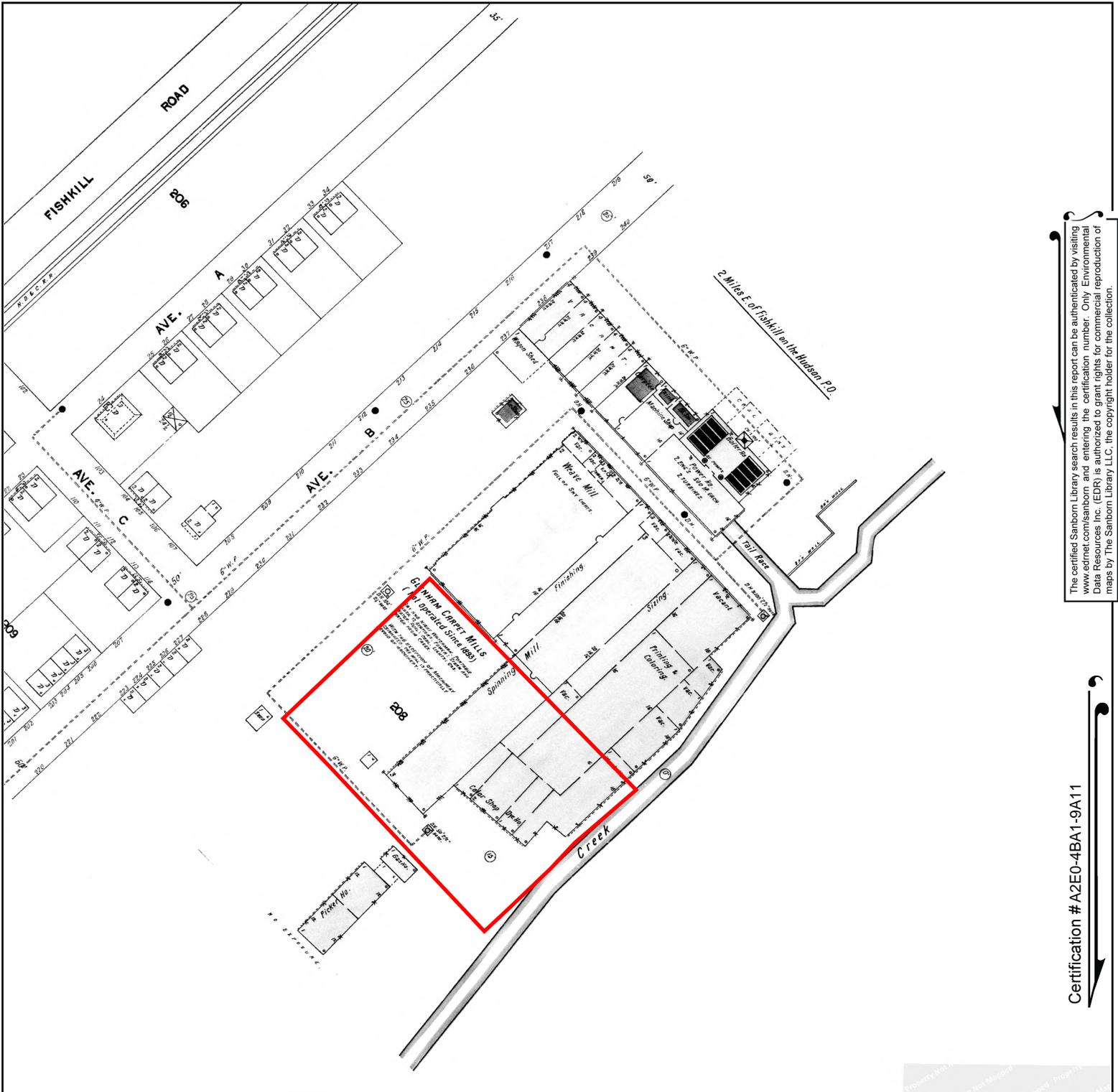
This Certified Sanborn Map combines the following sheets. Outlined areas indicate map sheets within the collection.



Volume 1, Sheet 23







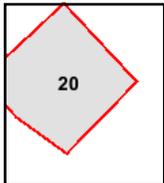
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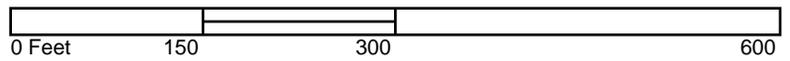
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 EDR Inquiry: 5098293.1  
 Order Date: 11/06/2017  
 Certification # A2E0-4BA1-9A11  
 Copyright 1904



This Certified Sanborn Map combines the following sheets. Outlined areas indicate map sheets within the collection.



Volume 1, Sheet 20





2000 TC





**AMENDED RESOLUTION NO. 02 OF 2014**

**CITY COUNCIL  
BEACON, NEW YORK**

**SPECIAL PERMIT APPROVAL FOR ARTIST  
LIVE/WORK, ART STUDIO AND SELF STORAGE  
COMPONENTS OF THE BEACON HIP LOFTS PROJECT**

WHEREAS, the Beacon City Council is entertaining an application for Special Permit Approval from Beacon HIP Lofts, LLC (the "Applicant") for the project known as the Beacon HIP Lofts (the "Project" or "Proposed Action"); and

WHEREAS, the overall project consists of the renovation and re-use of several existing buildings, the construction of new buildings and general improvements to the site as follows:

1. Five existing buildings and one proposed building to contain 114 proposed artist live/work units for a total of 143 artist live/work units on the site (Buildings #10 and #9 contain 29 existing artist live/work units).
2. One existing building proposed to contain 17 artist studios.
3. A 25,000 square foot expansion of the existing self-storage use to be located in a proposed building that will be connected to the existing self-storage building.
4. A proposed fitness gym and recreation room for the use by residents only.
5. A proposed Greenway Trail that runs continuously around the property and connects to the trail on the adjacent property (the five items above constitute the "Overall Project"); and

WHEREAS, the subject of this Resolution of Special Permit Approval is the Artist Live/Work, Artist Studio and Self-Storage components of the Overall Project; and

WHEREAS, the project site is located at 3-39 and 51 Front Street and is designated 6055-04-590165 and 6055-04-535128 (the latter parcel is the adjacent vacant parcel that contains landbanked parking and the Greenway Trail) on the City tax maps (the "Subject Property" or "Site"); and

**Amended Resolution of Special Permit Approval for Artist Live/Work, Artist Studio, and Self-Storage Components of the Beacon HIP Lofts Project**

WHEREAS, the total property is 12.24 acres in size, is zoned Light Industrial (LI) and is in the Historic District and Landmark Overlay Zone; and

WHEREAS, 10% of the overall residential units (including the new artist live/work units) will be comprised of below-market-rate units as defined by Article IVB of the Zoning Law; and

WHEREAS, the Overall Project is shown on the following drawings, generally entitled, "Special Use Permit Application Beacon HIP Lofts" prepared by Aryeh Siegel, Architect, Hudson Land Design, LQ Design and TEC Land Surveying:

1. Sheet 1 of 15, "Site Plan," last revised October 29, 2013;
2. Sheet 2 of 15, "Survey/Existing Conditions," last revised July 30, 2013;
3. Sheet 3 of 15, "Site Demolition & Phasing," last revised July 30, 2013;
4. Sheet 4 of 15, "Landscape Plan & Lighting," last revised August 27, 2013;
5. Sheet 5 of 15, "Floor Plans – Buildings 1, 2, 3, 7, 8, 9, 9A, 10," last revised August 27, 2013;
6. Sheet 6 of 15, "Floor Plans – Building 4 & 4A," last revised July 30, 2013;
7. Sheet 7 of 15, "Floor Plans – Building 11, 12, & 16," last revised September 24, 2013;
8. Sheet 8 of 15, "Solar Panel Plan," last revised July 30, 2013;
9. Sheet 9 of 15, "Grading and Utility Plan," last revised October 29, 2013;
10. Sheet 10 of 15, "Erosion and Sediment Control Plan," last revised September 24, 2013;
11. Sheet 11 of 15, "Truck Circulation Plan," last revised August 27, 2013;
12. Sheet 12 of 15, "Site, Landscaping and Erosion & Sediment Control Details," last revised October 29, 2013;
13. Sheet 13 of 15, "Stormwater Details," last revised September 24, 2013;
14. Sheet 14 of 15, "Water and Sewer Details," last revised September 24, 2013;
15. Sheet 15 of 15, "Construction Management & Phasing Plan," last revised October 29, 2013; and

WHEREAS, the application also consists of application forms, Parts 1 and 2 of an expanded full Environmental Assessment Form (EAF) and a Traffic Impact Analysis prepared by Harry Baker & Associates, July 29, 2013; and

WHEREAS, on June 18, 2013, the Zoning Board of Appeals issued the following zoning variances to the project:

1. Relief from Section 223-17(c) to allow a building height of 47 feet (Building #9A).
2. Relief from Section 223-17(c) to allow a building height of 41 feet (Building #4A).

**Amended Resolution of Special Permit Approval for Artist Live/Work, Artist Studio, and Self-Storage Components of the Beacon HIP Lofts Project**

3. Relief from Section 223-15(E)(1)(c) to allow a two-sided roof mounted sign and Section 223-15(E)(1)(b) to allow a roof mounted sign exceeding allowable dimensions with the condition that they be removed after a period of 30 months; and

WHEREAS, on November 12, 2013, and pursuant to the requirements of Section 223-18.B(1) of the Zoning Law, the Planning Board recommended that the City Council approve the application for Special Permit Approval subject to the Project obtaining Site Plan Approval from the Planning Board; and

WHEREAS, the Beacon City Council is serving as State Environmental Quality Review Act (SEQRA) Lead Agency for the coordinated environmental review of the Overall Project and in that context has reviewed the above mentioned application materials; and

WHEREAS, on December 2, 2013, the City Council, as SEQRA Lead Agency, adopted a Negative Declaration regarding the Project; and

WHEREAS, on December 2, 2013, the City Council held a public hearing on the application for Special Permit Approval, at which time all those interested were given an opportunity to be heard; and

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

NOW THEREFORE BE IT RESOLVED, that the City Council makes the following findings in accordance with Section 223-18.B(1) of the Zoning Law:

1. The location and size of the use, the nature and intensity of the operations involved in or conducted in connection with it, the size of the site in relation to it and the location of the site with respect to streets giving access to it are such that it will be in harmony with the appropriate and orderly development of the district in which it is located.
2. The location, nature and height of buildings, walls and fences and the nature and extent of the landscaping on the site are such that the use will not hinder or discourage the appropriate development use of adjacent land and buildings.
3. Operations in connection with any special use will not be more objectionable to nearby properties by reason of noise, fumes, vibration or other characteristic than would be the operations of any permitted use, not requiring a special permit.

**Amended Resolution of Special Permit Approval for Artist Live/Work, Artist Studio, and Self-Storage Components of the Beacon HIP Lofts Project**

4. Parking areas will be of adequate size for the particular use and properly located and suitably screened from adjoining residential uses, and the entrance and exit drives shall be laid out so as to achieve maximum safety; and

BE IT FURTHER RESOLVED, that the City Council hereby grants Special Permit Approval to the Artist Live/Work, Artist Studio and Self-Storage components of the Project, as shown on the application materials enumerated above, subject to compliance with the following conditions and any other requirements which must be met by law:

- A. Six (6) sets of the above referenced plans shall be submitted for endorsement by the City Administrator. One set of the endorsed plans will be returned to the Applicants, one set will be retained by the City Clerk, one set will be provided to the Planning Board, and one set each will be forwarded to the Building Inspector, City Engineer and City Planner.
- B. **The following conditions shall be fulfilled prior to the issuance of any Building Permits for the Project:**

The Applicant shall seek and obtain Site Plan Approval from the Planning Board. As part of the Site Plan review and approval process matters, including but not necessarily limited to the following, shall be resolved to the satisfaction of the Planning Board:

1. The Applicant shall resolve the following item contained in the City Engineer's letter to the Planning Board dated November 8, 2013 to the satisfaction of the Planning Board:

The "Water Supply" section of the Water & Sewer Report notes that observed static pressures within the onsite water system ranged between 78 psi and 81 psi. Based upon subsequent fire flow testing at the hydrants onsite, available fire flow, while maintaining a minimum pressure of 20 psi in the water main, was only 757 gpm. Based upon the observed static pressures, additional field investigation and testing shall be conducted to determine if any valves were closed, or partially closed, during the testing, or if the lines have heavy tuberculation within them.

**Amended Resolution of Special Permit Approval for Artist Live/Work, Artist Studio, and Self-Storage Components of the Beacon HIP Lofts Project**

2. The Applicant shall resolve the following items contained in the City Planner's letter to the Planning Board dated November 8, 2013 to the satisfaction of the Planning Board:
  - (a) The Applicant has proposed to provide 40 additional parking spaces as landbanked parking spaces on parcel number 6055-04-535128. In accordance with Section 223-26.E of the Zoning Law, the Planning Board may waive the improvement of up to 50% of the required off-street parking spaces, provided that all of the required spaces are shown on the proposed plan and further provided that suitable agreements, satisfactory to the City Attorney are obtained assuring the City that the property owner will be responsible for the construction of such waived spaces within six months of the date such spaces may be deemed necessary by the Planning Board. The Application form shall be revised to include the additional parcel (parcel number 6055-04-535128).
  - (b) The Access Easement to be conveyed by Landgrove Realty Inc. to Beacon Lofts and Storage, LLC shall be shown on the plans.
  - (c) The Landscape Plan shall be revised to include a plant schedule for the plantings proposed adjacent to the landbanked parking area and the Greenway Trail on parcel number 6055-04-535128.
  - (d) A note has been added to the plans regarding the location of the Greenway Trail. The note shall be revised to state, "Proposed Interim Greenway Trail to Front Street. Note that the Owner and Planning Board agree to re-visit the routing of this portion of the trail (from the southeast corner of parcel number 6055-04-535128 to Front Street) in the future when an application is submitted for development of parcel number 6055-04-535128 or when the landbanked parking is required to be built. It is further agreed that the trail shall remain continuous from the southeast corner of parcel number 6055-04-535128 to Front Street."
  - (e) Details of all proposed signage for the Greenway Trail shall be provided on the plans.
  - (f) A detail of the proposed stone dust trail shall be provided on the plans.

**Amended Resolution of Special Permit Approval for Artist Live/Work, Artist Studio, and Self-Storage Components of the Beacon HIP Lofts Project**

- (g) Crosswalk striping shall be provided on the two parking spaces adjacent to Buildings 4 and 7 for continuation of the Greenway Trail.
  - (h) The location of the generator shall be shown on the site plan. In addition, the noise specifications of the generator shall be submitted for review.
- 3. Arrangements shall be made which ensure the Project's full compliance with Article IVB, Affordable-Workforce Housing, of the Zoning Law.
  - 4. Arrangements for the payment of recreation fees by the Applicant shall be made.

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

- 1. The Applicant shall be responsible for the payment of all application review costs incurred by the City in its review and approval of this project. Such fees shall be paid by the Applicant within thirty (30) days of each notification by the City that such fees are due. If such fees are not paid within said thirty (30) day period, and an extension therefor has not been granted by the City, this resolution shall be rendered null and void.
- 2. As used herein, the term "Applicant" shall include its heirs, successors and assigns, and where applicable its contractors and employees.
- 3. If any of the conditions enumerated in this resolution upon which this approval is granted are found to be invalid or unenforceable, then the integrity of this resolution and the remaining conditions shall remain valid and intact.
- 4. The approvals granted by this resolution do not supersede the authority of any other entity.
- 5. In accordance with Section 223-18.F(1) of the Zoning Law, this Special Permit Approval authorizes only the particular use specified in the permit and shall expire if:
  - a. A bona fide application for a Building Permit is not filed within one (1) year of the issuance of this Special Permit Approval; or

**Amended Resolution of Special Permit Approval for Artist Live/Work,  
Artist Studio, and Self-Storage Components of the Beacon HIP Lofts Project**

- b. If all required improvements are not made within two (2) years from the date of issuance of the Building Permit; or
  - c. If said uses cease for more than six (6) months for any reason.
6. In accordance with Section 223-18.F(2) of the Zoning Law, the City Council may grant one (1) or more extensions, of up to six (6) months each, to complete construction of the improvements, upon a finding that the Applicant is prosecuting construction with due diligence and has offered a reasonable explanation of its inability to complete the project. No such extensions shall be granted unless the City Council finds that all appropriate erosion control measures to protect surrounding properties are in place. The City Council may impose such conditions as it deems appropriate upon the grant of any extension. The granting of an extension of time under this section shall not require a public hearing.
- a. Given that this resolution applies to a phased project which is proposed to be constructed over approximately seven and two-thirds (7-2/3) years, and given that said phasing is not addressed under the current City Zoning Law, the City Council hereby agrees to grant the Applicant twelve (12) six-month extensions (for a total of six (6) years), with said extensions commencing after the expiration of the two (2)-year time frame contained in Condition 5.b above.
  - b. The continued validity of the extensions in Condition 6.a above are conditioned upon the Applicant prosecuting construction of the Overall Project with due diligence and that all appropriate erosion control measures to protect surrounding properties are in place.
7. Any proposed revision to this approved Special Permit Approval shall be submitted to the City Council. The City Council, in its discretion, shall determine the appropriate procedures for consideration of the proposed revision, and whether such revision is material enough to require further environmental analysis, further project review and/or a further hearing, as it may deem appropriate.
8. The Building Inspector may revoke this Special Permit Approval where it is found that the use of the premises does not conform with the limitations and conditions contained in the Special Permit Approval.

**Amended Resolution of Special Permit Approval for Artist Live/Work,  
Artist Studio, and Self-Storage Components of the Beacon HIP Lofts Project**

VOTING

	Motion	Second	Voting
Mayor Randy Casale	_____	_____	_____✓
Charles Kelly	_____	_____	_____Absent
Lee Kyriacou	_____✓	_____	_____✓
George Mansfield	_____✓	_____	_____✓
Ali T. Muhammad	_____	_____	_____✓
Peggy Ross	_____	_____✓	_____✓
Pam Wetherbee	_____	_____	_____✓

Resolution Adopted: January 6, 2014  
Beacon, New York



## FREDERICK P. CLARK ASSOCIATES, INC.

PLANNING, TRANSPORTATION, ENVIRONMENT AND DEVELOPMENT  
RYE, NEW YORK FAIRFIELD, CONNECTICUT

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AICP, PP  
PRESIDENT

MICHAEL A. GALANTE  
EXECUTIVE  
VICE PRESIDENT

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### MEMORANDUM

To: Mayor Randy Casale and the Beacon City Council

Date: January 3, 2014

Subject: **Beacon HIP Lofts – Amended Special Permit Approval**

As requested, attached is a draft **Amended Resolution of Special Permit Approval** in connection with the above captioned project.

The original Resolution of Special Permit Approval has been revised on page 7 to grant extensions of time to complete the proposed phased project. Revisions relative to the original resolution are shown with double underlining and ~~strikeout~~. We have conferred with the City Attorney in the preparation of the resolution.

We look forward to discussing the resolution with you.

David H. Stolman, AICP, PP  
President

#### Attachment

cc: Iola C. Taylor  
Meredith Robson  
Lt. Timothy P. Dexter  
Arthur R. Tully, PE  
Nicholas Ward-Willis, Esq.  
Aryeh Siegel, Architect

**BEACON PLANNING BOARD**  
**ONE MUNICIPAL PLAZA - SUITE 1**  
**BEACON, NEW YORK 12508**  
*Phone (845) 838-5002 Fax (845) 838-5026*  
*John Gunn, Chairman*

March 15, 2018

Mayor Casale & City Council Members  
One Municipal Plaza - Suite One  
Beacon, New York 12508

RE: Special Use Permit (amendment)  
39 Front Street "Hip Lofts"

Applicant: Beacon Lofts and Storage

Dear Mayor Casale & Council Members:

At their March 14, 2018 Planning Board meeting, members reviewed an application from Beacon Lofts & Storage to amend their existing Special Use Permit for the Artist Live/Work units. The project would eliminate the previously approved construction of Buildings 9A and 12, demolish Buildings 16, 18, 24, and 25, construct a larger Building 16, and extend the existing Building 9 to include one Live/Work loft. The existing Special Use Permit allowed 143 Live/Work units and the applicant is proposing to increase the number of units to 172. The Planning Board reviewed the Special Use Permit Application for completeness and to identify relevant planning-related information for the Council's analysis of the application for an amendment to the existing Special Use Permit. The Planning Board's review is not intended to supplant the City Council's role in reviewing the Special Use Permit application for compliance with the relevant standards of review.

After careful review, Board members voted unanimously to recommend the City Council issue a Special Use subject to the applicant returning to the Planning Board for amended Site Plan Approval.

A copy of the application and Site Plan are enclosed for your information. If you have any questions regarding the Planning Board's action, please call me.

Yours truly,  
  
John Gunn, Chairman

City of Beacon  
Zoning Board of Appeals

**RESOLUTION**

**WHEREAS**, an application has been made to the City of Beacon Zoning Board of Appeals by **Beacon Lofts & Storage**, (the “Applicant”) for a 31 foot building height variance where the maximum building height permitted is 35 feet pursuant to the City of Beacon Code § 223-17.D/223 Attachment 2:3, in connection with the proposed construction of a new building (Building 16), with 87 artist live/work units, on property located at 39 Front Street (Mason Circle) in the LI Zoning District (the “Proposed Project”). Said premises being known and designated on the City of Beacon Tax Map as **Parcel ID# 30-6055-04-590165-00**; and

**WHEREAS**, the Applicant is proposing to construct a new building, 66 feet in height, as part of the redevelopment of 8.74 acres, known as HIP Lofts. This project requires variance approval from the Zoning Board, Amended Special Permit Approval from the City Council and Amended Site Plan Approval from the Planning Board; and

**WHEREAS**, the proposed action is an Unlisted Action pursuant to the New York State Environmental Quality Review Act; and

**WHEREAS**, the Planning Board, as Lead Agency, opened a public hearing to consider comments regarding any environmental impacts of the Proposed Action on November 14, 2017 and continued the hearing to December 19, 2017, at which time the (SEQRA) public hearing was closed; and

**WHEREAS**, after taking a “hard look” at each of the relevant areas of environmental concern through review of the Environmental Assessment Form and all associated materials prepared in connection with the Proposed Action, the Planning Board adopted a Negative Declaration on December 12, 2017; and

**WHEREAS**, the Zoning Board of Appeals held a duly advertised public hearing on the application on January 17, 2018 and February 21, 2018 at which time all those wishing to be heard on the application were given such opportunity; and

**WHEREAS**, the Board closed the public hearing on February 21, 2018; and

**WHEREAS**, pursuant to New York State General City Law § 81-b(4) and Zoning Code Section 223.55(C)(2)(b), when deciding the request for an area variance:

In making its determination, the Zoning Board of Appeals

shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. In making such a determination, the board shall also consider:

- [1] Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance;
- [2] Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;
- [3] Whether the requested area variance is substantial;
- [4] Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and
- [5] Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board of Appeals, but shall not necessarily preclude the granting of the area variance.

**WHEREAS**, pursuant to Zoning Code Section 223.55(C)(2)(c) “the Board of Appeals, in granting of area variances, shall grant the minimum variance that it shall deem necessary and adequate and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community;” and

**WHEREAS**, as part of its presentation, the applicant represented that it proposed to substitute the proposed amended site plan for the previously approved site plan, which would, among other elements, (a) eliminate the commercial laundry with approximately 26,000 gpd water usage; and (b) eliminate the 4 story building 9A, located along the Creek, which had received a variance for a 47 foot height, and the substitution of a one-story structure in that location which is a continuation of the existing building; and applicant further represented that it would consent that, upon issuance of all approvals for the amended site plan and the vesting of rights to complete construction of building 16 under the approved amended site plan, it would agree that the previously granted height variance for building 9A be deemed rescinded and null and void; and

**WHEREAS**, as part of its presentation, the applicant also represented that, as part of its proposed amended site plan, it was willing to commit that, upon issuance of all approvals for the proposed amended site plan and the vesting of rights to complete construction of building 16 under the approved amended site plan, it would not seek, and would not claim rights to seek, land use approvals to place additional residential units on the subject parcel

beyond the 172 Artist Live-Work units shown on the proposed amended site plan, such Declaration to be effective only for so long as the applicable zoning regulations for the subject site permit a total of 243 or fewer Artist Live-Work units; and the Applicant further represented that, upon the same conditions, it was willing to record a Declaration to the same effect, the form, content, and timing of recording of which to be approved by the City Attorney's office; and

**WHEREAS**, based upon the Record before it and after viewing the premises and neighborhood concerned and upon considering each of the factors set forth in Section 223.55(C)(2)(b)[1]-[5] of the City of Beacon Code, the Zoning Board finds with respect to the requested variance as follows:

- 1. The variance will not produce an undesirable change in the character of the neighborhood and there will not be a detriment to nearby properties created by the granting of the area variance.**

No undesirable change will be produced in the character of the neighborhood and no detriment to nearby properties will be created by the granting of the area variance. The proposed height is not out of character with the existing mill complex, since the complex already contains a building with a tower which is approximately 67 feet high. In addition, the main portion of the proposed building is only 6 feet taller (52 ft) than the existing building that it will replace (46 ft). The fourth story of the proposed building increases the height of the building to 66 feet, but the fourth story contains a proposed setback of 10 feet from the edge of the main buildings walls, so that this tallest portion minimizes its visual impact. This setback brings the perceived height of the building close to the height of the adjacent Building 10, and the building's overall height of 66 feet is within the height envelope established by nearby Building 11 of the complex, at 67 feet.

The architect designed the project in compliance with two policy documents *Preservation Brief 14, New Exterior Additions to Historic Buildings*, published by the National Park Service and written by Anne E. Grimmer and Kay D. Weeks, and the Department of the Interior's *Standards for Rehabilitation*, which provide guidelines as to how to appropriately construct additions to existing historic structures.

Furthermore, the proposed building is located in the center of the property. This location reduces potential visual impacts to properties across Fishkill Creek. However, the only property located directly across Fishkill Creek is a City Water Department industrial building. Visual impacts will be further mitigated by dense vegetation consisting of mature trees. Therefore, the requested variance will not produce an undesirable change in the character of the neighborhood and will not be a detriment to nearby properties.

**2. The benefit sought by the Applicant cannot be achieved by some method feasible for the Applicant to pursue, other than the requested area variance.**

The benefit sought by the Applicant cannot be achieved by some other method feasible for the Applicant to pursue. The Applicant is working within an existing developed historical site. The plan to redevelop HIP Lofts received initial approvals from the Planning Board and Zoning Board several years ago to restore the old factory complex at Groveville. The originally approved project included the construction of Building 9A, a 4-story building featuring 24 artist live/work lofts and renovation of Building 16 to house 36 artist live/work units. As part to the original approval of the project, the Zoning Board granted the Applicant a 7 foot building height variance for the then-proposed Building 9A, to construct a 4 story/ 47 foot building where the maximum building height in the LI District was 3 stories and 35 feet. However, subsequent engineering tests revealed that Building 16 is structurally unsound, and cannot be renovated in accordance with the original plans. Therefore, the Applicant now proposes to construct a new Building 16, with 87 artist live/work units and eliminate Building 9A. The proposed new Building 16 is designed to incorporate the units that were originally to be housed in Building 9A. In order to fit these extra units, the building must be constructed at a taller height. The requested variance is the minimum variance to accommodate the new proposal. Furthermore, eliminating Building 9A allows the applicant to meet its parking requirements without a variance.

In addition it is much more expensive to demolish a building then to renovate it as originally proposed. The Applicant was unexpectedly forced to re-evaluate the project design. The proposed unit types, including mezzanine units, which require greater ceiling height, and penthouse units help to finance the building reconstruction. Building 16 includes mezzanine units which require a 17 foot floor to ceiling separation. These units have a lower vacancy rate than non-mezzanine units and can be more easily converted to other non-residential uses without the variance. Without a variance, the applicant would reconstruct Building 9A, which would block views of the creek, decrease the amount of available greenspace on site and decrease available parking'area. The Applicant will not be able to achieve the same benefits without a height variance.

**3. The requested variance is mathematically substantial; however, this does not outweigh the other factors meriting the granting of the variance.**

The requested variance is mathematically substantial. However, in considering whether a variance is substantial, the Board must examine the totality of the circumstances within the application and the overall effect of granted the requested relief. Here, the requested height variance is not substantial in its effect. The site is located in an industrial area. The tallest building located on the site is approximately 67 feet high at the top of its tower element, which is 1 foot taller than the highest portion of the proposed building. The proposed building has also been designed with a top story setback to minimize the visual impact of its height to the greatest possible extent, while still being able to accommodate the

artist live/work units originally proposed for Building 9A. In addition, the property located directly across Fishkill Creek from the subject property is a City Water Department industrial Building.

The consolidation of Buildings 9A and 16 into one new building creates more landscaped area and results in an overall smaller building footprint. Almost all the buildings on the Beacon HIP Lofts property are substantially higher than 35 feet allowed by the current Zoning Code. The expanded height of the proposed Building 16, with its set back 4<sup>th</sup> floor, is in keeping with the scale of the rest of the property. Therefore, the Board finds that the requested variance is not substantial.

**4. The proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.**

The proposed variances will not have an adverse effect or impact on the physical or environmental conditions of the neighborhood or district. There will be no adverse effects of noise, vibrations, odor, traffic, or impact on public services caused by the granting of this variance. As part of the Coordinated SEQRA review conducted by the Planning Board as Lead Agency, the Planning Board determined that the Proposed Action will have no potential significant adverse environmental impacts. The Proposed Action will result in a decrease of 0.04 acres of impervious surface coverage. The consolidation of the artist live/work units from Building 9A into the proposed Building 16 also permits tighter clustering of the development, resulting in more open space. Therefore, the Board finds that the proposed variance will not have a significant adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

**5. The alleged difficulty was self-created but this factor does not preclude the granting of the area variances.**

The alleged difficulty was self-created. The need for the variance arises from the subsequent engineering studies that revealed that Building 16 is structurally unsound, and cannot be renovated in accordance with the original plans. The Applicant redesigned the project eliminate Building 9A and rebuild Building 16. The height variance is required to retain the artist live/work and mezzanine units originally proposed for Building 9A. The applicant redesigned the project knowing the height constraints in the Zoning District.

**NOW THEREFORE, BE IT RESOLVED**, that said application for a height variance of 31 feet to construct a new building with a height of 66 ft. where 35 ft. is permitted pursuant to 223-17.D/223 Attachment 2:3 is hereby **GRANTED** subject to the following conditions:

1. No permit or Certificate of Occupancy shall be issued until the Applicants have paid in full all application and consultant fees incurred by the City of Beacon in connection with the review of this application.

2. The Applicant has six months to commence construction following the date of issuance of the building permit and 24 months after the date of issuance of said building permit to complete construction. The Applicant has six months to obtain a building permit from the date of the Planning Board's Site Plan approval.
3. The Zoning Board of Appeals may grant a six month extension of this variance approval provided that a written request for an extension is submitted before the variance expires. Such extension shall only be granted upon a showing by the Applicant that the circumstances and conditions upon which the variance was originally granted have not substantially changed.
4. As offered and agreed to by the Applicant, and more fully described within the above Resolution, prior to the issuance of a Building Permit the Applicant shall submit for review and approval by the City Attorney as to form a deed restriction which prohibits additional residential dwelling units on the subject property beyond the 172 Artist Live/Work units currently proposed, for so long as the subject property is governed by zoning restrictions which allow 243 or fewer Artist Live/Work units, as do the Light Industrial (LI) Zoning District regulations currently applicable to the property.
5. As agreed to by the Applicant, and more fully described within the above Resolution, based in part upon the Applicant's intent that the proposed Special Use Permit and Site Plan Amendments (including the removal of Building 9A and construction of a new Building 16), will supersede the prior approved Special Use Permit and Site Plan (which included a 4-story addition to Building 9A), upon the issuance of a Building Permit and vesting of rights to complete construction of Building 16 according to the amended Site Plan, the area variance previously granted by the City of Beacon Zoning Board of Appeals by Resolution 2013-12, dated June 18, 2013, to permit Building 9A to have a height of 47 feet where 35 feet is required, is rescinded and superseded.

Resolution Approved: February 21, 2018

Dated: February 28, 2018

  
\_\_\_\_\_  
John Dunne, Chairman

Mr. Dunne called the roll:

Motion	Second	Zoning Board Member	Aye	Nay	Abstain	Excused	Absent
		John Dunne	X				
		Jordan Haug		X			
X		Robert Lanier	X				
	X	Judy Smith	X				
		David Jensen		X			
		<b>Motion Carried</b>	<b>3</b>	<b>2</b>			

Received in the Office of the  
City Clerk  
February 28, 2018





14 September 2018

1744 Washington Ave Ext  
Rensselaer, NY 12144

Hon. Randy Casale, Mayor  
and Members of the City Council  
City of Beacon City Hall  
1 Municipal Plaza  
Beacon, New York 12508

**CORPORATE**

1744 Washington Ave. Ext  
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**NEW ENGLAND**

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Putney VT 05346

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Subject: Beacon HIP Lofts

Greetings Mayor Casale and Members of the City Council,

This letter presents the findings of my review of the appropriateness of the revised design of the Beacon HIP Lofts project (39 Front Street, Beacon, New York, Tax Parcel ID: 6055-04-590165) insofar as its relationship to the recent amendments to the HDLO Law of the City of Beacon is concerned.

## Findings

I have reviewed the new Historic Preservation law for the City of Beacon (Chapter 134) with the intent of assessing the degree to which the proposed design of the proposed additions to the Groverville Mills, within the Groverville Mills Historic District for the Beacon HIP Lofts project is in compliance with respect to their spirit and intent.

Based upon my review of the applicable portions of Chapter 134 of the new zoning regulations for the City of Beacon, I find that

- According to 134-7 (1a) “new construction...shall build on the historic context with applications required to demonstrate aspects of inspiration or similarities to adjacent HDLO structures...”, and, by 134-7 (1c) that new construction “is to reinforce and extend the traditional patterns of the HDLO district”. The addition as designed addresses these concerns in a clear and direct manner.

- The letter of Beth Selig, President, Hudson Valley Cultural Resource Consultants, to Jennifer van Tuyl, dated 14 September 2018 and herewith submitted, substantially reviews the mill complex’s historical and physical context, and concludes that the proposed addition “is not out of context with the historic layout of the Grovesville Mills Historic District.”, with respect to massing and height of the proposed addition. These findings are made in reference to chapter 134-7 (2), which is intended to address the “scale and height of the proposed alteration or new construction in relation to the property itself.” I concur with the findings presented in Ms Selig’s letter.
- Furthermore, with respect to placement and height, I find that the present proposal respects the requirement that “[A]ny alteration or addition to an historic structure shall not damage or obscure the character-defining features of the architecture or site to the maximum extent possible” [134-7(2a)], the building is in compliance, inasmuch as it respects the remaining building’s envelope, massing and detailing, and, without replicating it, substantially replaces an unsalvageable portion of the complex with a building of similar size and scale.
- With respect to 134-7(2c), which notes that the “height of any new building facades in the HDLO shall not conflict with the heights of adjacent historic structures on adjoining HDLO parcels”, I find that the height of the proposed addition is well within the height envelope established by the remaining historic components of the mill complex. The additional floor introduced in the proposed new portion of the building is set back far enough to establish a continuity of height between the old and new portions of the complex along the principal elevations, and does not unduly alter the overall appearance of the complex through its scale or height.
- With respect to 134-7 (2d), which states that “[l]arger buildings or additions should incorporate significant breaks in the facades and rooflines, generally at intervals of no more than 35 feet” I find that, given the scale and detailing of the historic portions of the complex, the instruction of a series of non-structural pilasters, recesses or other repeated details would make the scale of the new and old portions of the building discordant. Clearly this section of the ordinance is intended to address buildings of smaller scale, in principally urban contexts. In addition, the utilitarian nature of the historic elements of the Grovesville Mills Historic District would put them at odds with an addition which would then possess a higher level of detail if such features were introduced. The revised design, presented here, does however, introduce a shallow recess, 16” wide and 8” deep, at the juncture between the old and new portions of the building. While not explicitly indicated in the revised code, this type of detailing is recommended by the *Secretary of the Interior’s Standards for the Treatment of Historic Properties* which indicate that the design of new additions should be undertaken “in a manner that makes clear what is historic and what is new” and that “[n]ew design should always be clearly differentiated so that the addition does not appear to be part of the historic resource.”

- With respect to 134-7 (3d), which states that “[n]ew buildings in the HDLO should have a top-floor cornice feature and first-floor architectural articulation...” I find that, as above, such detailing would be incongruent with the extant historic components of the Groveville Mills Historic District, which form the immediate context of the addition. These features are understandably desirable in the principal contexts covered by the regulations, which consist of urban streets where such detailing is common, but are inappropriate for the Groveville Mills Historic District.

### Conclusion

It is my belief that the proposed alterations to the Groveville Mills, within the Groveville Mills Historic District, as presented are substantially in compliance with and respect the spirit and intent of the new HDLO law of the City of Beacon, as well as the requirements set out in *The Secretary of the Interior’s Standards for the Treatment of Historic Properties*.

Regards,



Walter R. Wheeler  
Senior Architectural Historian



**EDUCATION:** Rensselaer Polytechnic Institute  
Bachelor of Architecture May 1987  
Bachelor of Science, Building Science, May 1986

**QUALIFICATIONS:** 36 CFR Part 61 Qualified Architectural Historian

**PROFESSIONAL EXPERIENCE:**

June 1999 – Present Senior Architectural Historian  
Hartgen Archeological Associates, Inc.  
Oversee and prepare reconnaissance and intensive architectural resource surveys; literature reviews and historical documentation; field reconnaissance; report and proposal preparation for projects in New York, New England and the mid-Atlantic. Responsible for preparing documents to be reviewed by NYSOPRHP, NHDHR, MHC, VAOT, VDHP, and USACOE, for SEQR, Section 106 and NEPA. Preparation of reports generated under ACT 250 and the FCCs Nationwide Programmatic Agreement, including preparation of forms 620 and 621. Conducted resource surveys in NY, VT, MA, NJ, NH, and PA.

November 1992 – June 1999 Architectural History Consultant  
Identified, analyzed, and assessed historic structures; researched and wrote for exhibitions and publications including Historic Structures Reports; executed drawings in connection with restoration projects; and conducted reconnaissance and intensive resource surveys. Clients included Rensselaer County Historical Society; Robert Pierpont, both in Troy, NY; towns of Durham and Oak Hill, NY; Albany Institute of History and Art; Metropolitan Museum of Art; the New York Public Library, and John G. Waite Associates, Albany, NY.

May 1984—November 1992 Junior Architect  
Worked for the Office of the New York State Architect, Wagoner & Reynolds, and in the office of Robert N. Pierpont as a Junior Architect. Responsible for restoration projects including the Governor’s Mansion, the New York State Capitol, and Wilborn Temple (all in Albany, NY), and the Knickerbocker Mansion, in Schaghticoke, NY.

**PRINCIPAL PUBLICATIONS:**

In preparation *Building Albany: Studies in the Vernacular Architecture of the Upper Hudson and Lower Mohawk Valleys.* Albany, NY: SUNY Press.

2017 “Magical Dwelling: Apotropaic Practices in the New World Dutch Cultural Hearth,” in *Ruralia XI: Religious Places, Cults, and Rituals in the Medieval Rural Environment.* Turnhout, Belgium: Brepols Publishers NV.

2010 “Once adorned with quaint Dutch tiles...: A Preliminary Analysis of Delft Tiles Found in Archaeological Contexts and Historical Collections in the Upper Hudson Valley,” in Penelope Ballard Drooker and John P. Hart, eds., *Soldiers, Cities and Landscapes: Papers in Honor of Charles L. Fisher.* New York State Museum Bulletin 513, 107-150. Albany, NY: New York State Museum.

2009 *Architects in Albany.* Diana S. Waite, editor. Albany, NY: Mt Ida Press/ Historic Albany Foundation. Contributed two biographical essays.

2005 *The Encyclopedia of New York State,* Peter Eisenstadt, editor. Syracuse, NY: Syracuse University Press, 2005. Author of entries “Philip Hooker,” “Archimedes Russell,” “Upright and Wing Houses,” “Cobblestone Architecture,” “Empire State Plaza,” and “Architects and Architecture of Syracuse and Central New York.”

2000 *The Marble House in Second Street: Biography of a Town House and its Occupants, 1825-2000.* Troy, NY: Rensselaer County Historical Society.

1993 *In a Neat Plain Modern Style: The Architecture of Philip Hooker and His Contemporaries, 1796-1836.* Amherst, MA: University of Massachusetts Press.

# Beacon Lofts



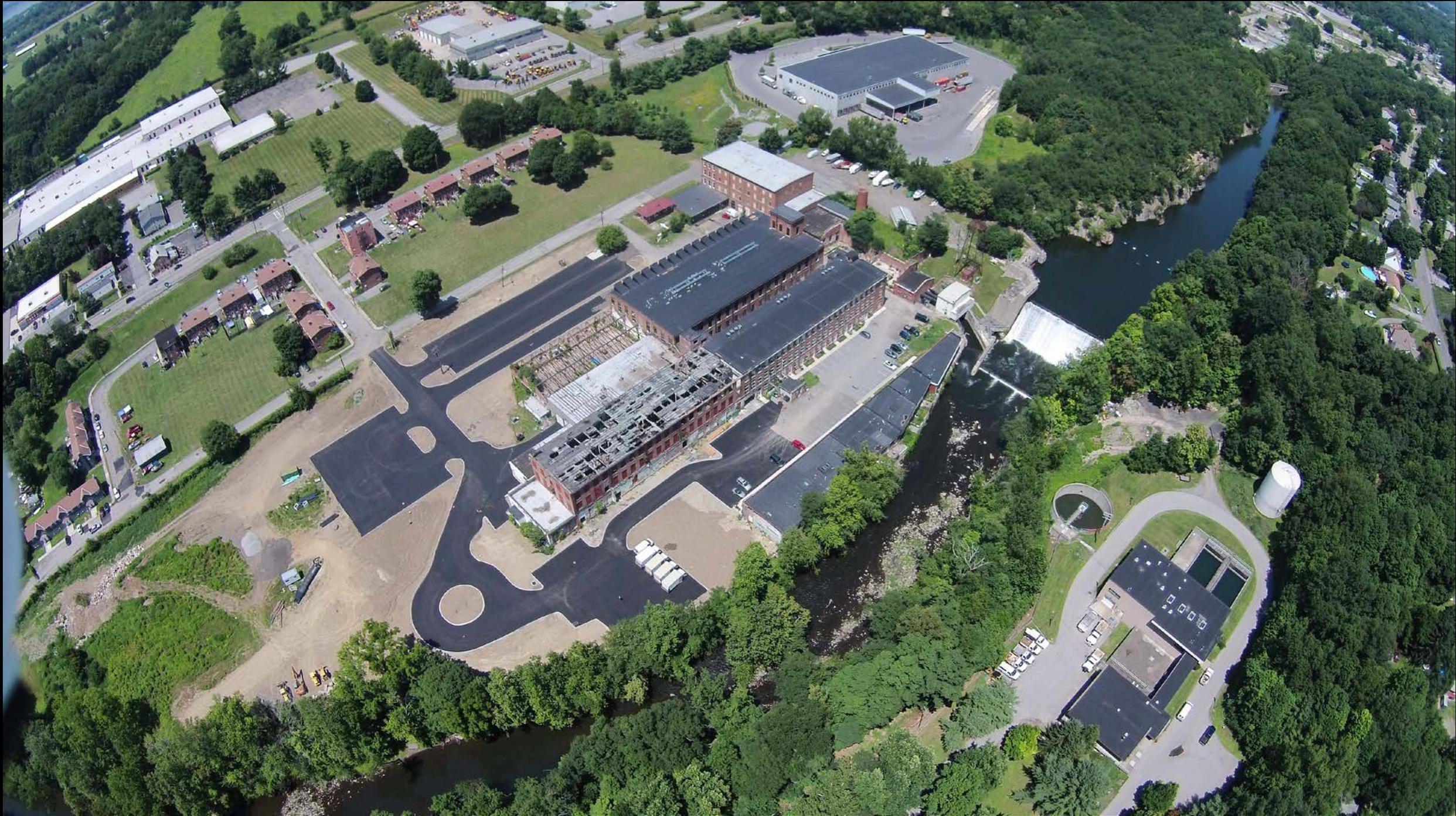
ARYEH SIEGEL  
ARCHITECT



Beacon, New York



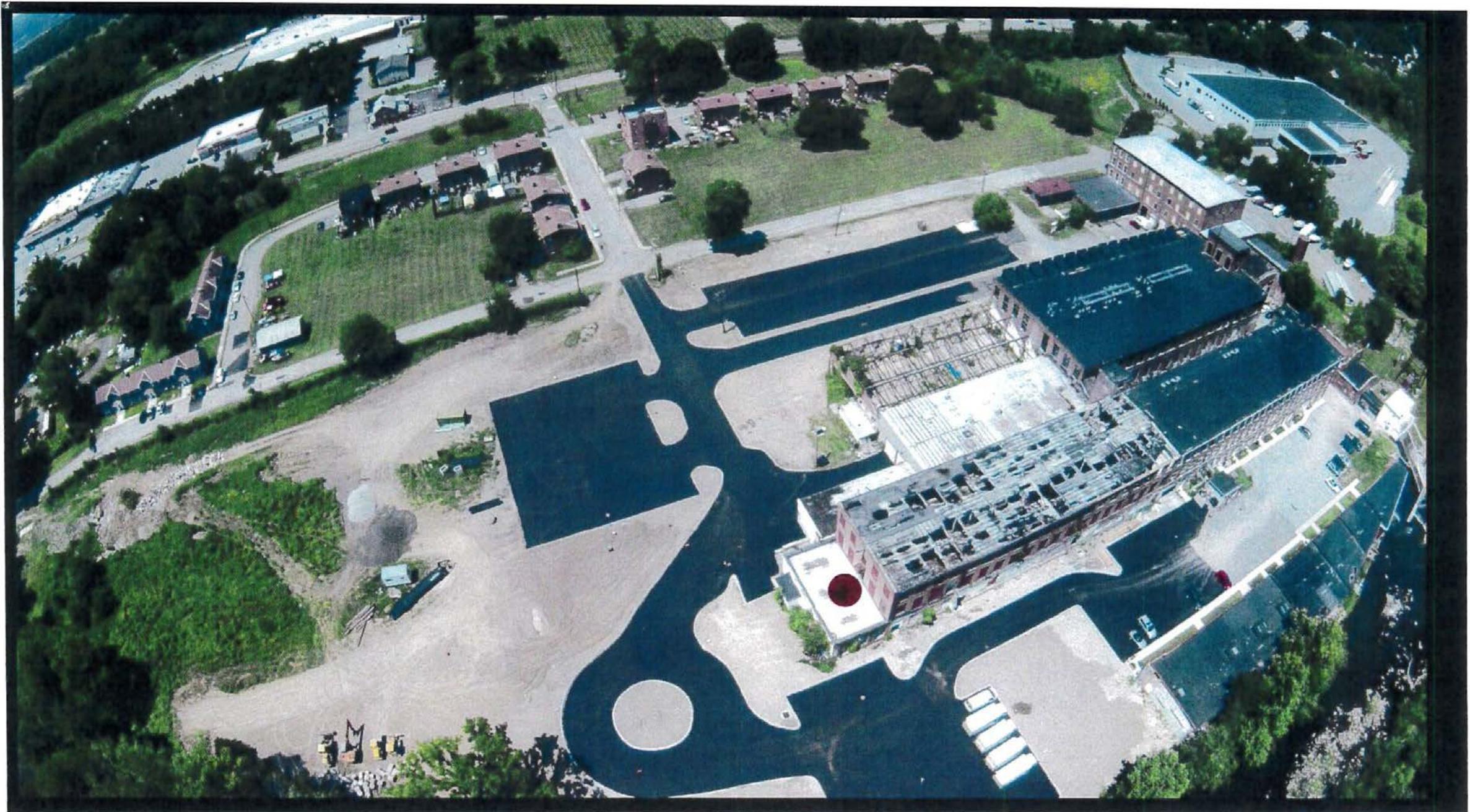






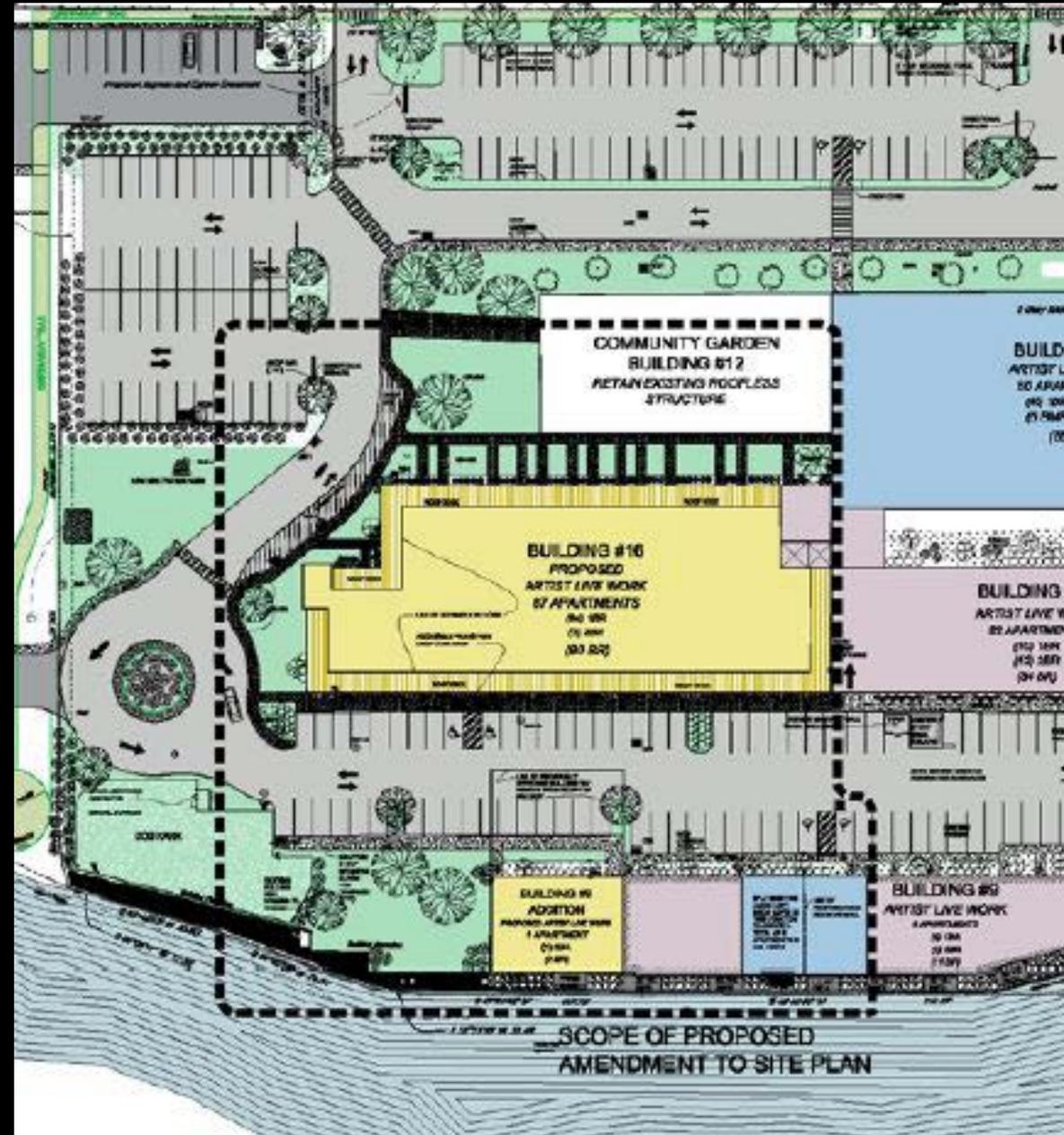
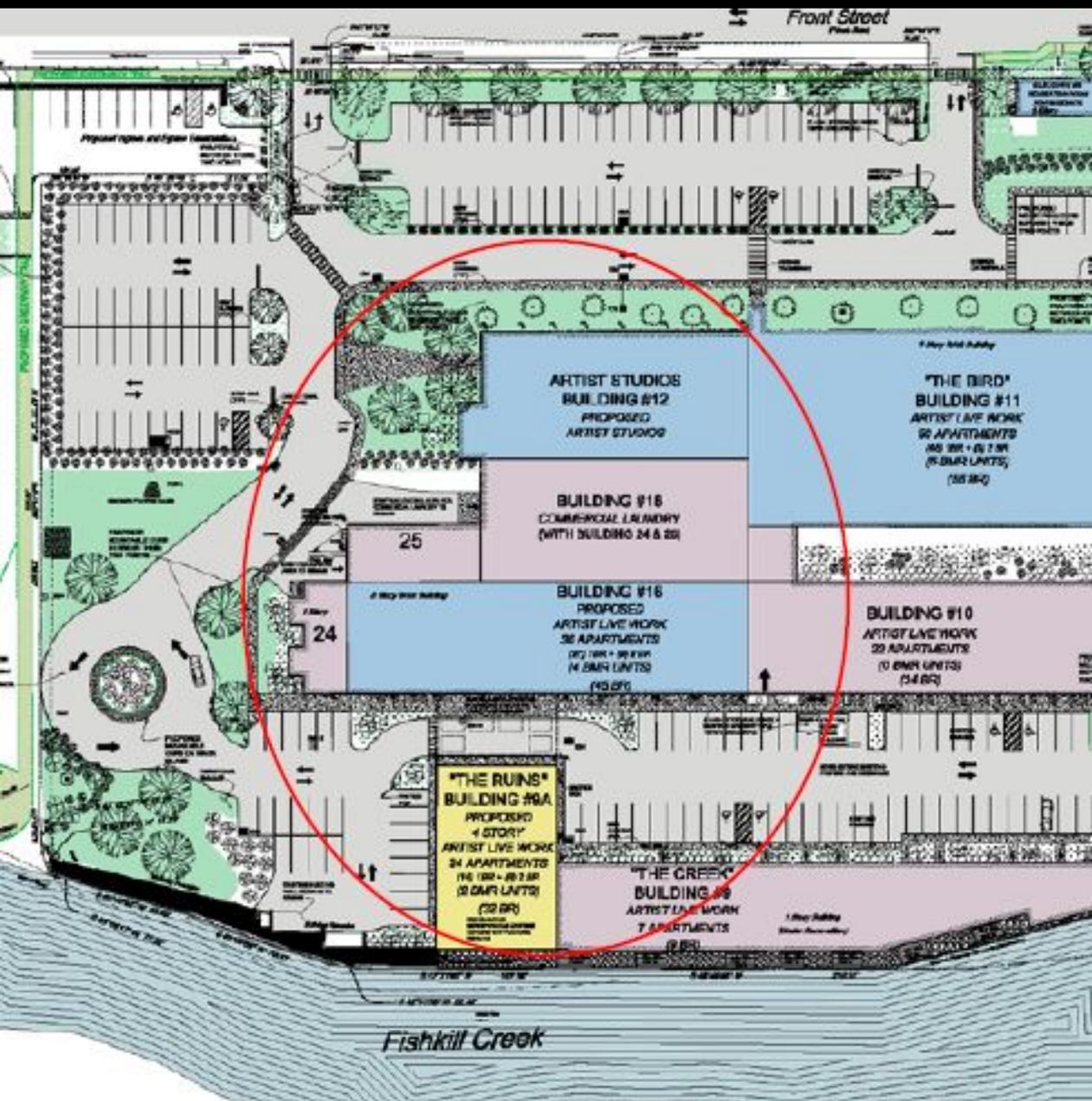














View



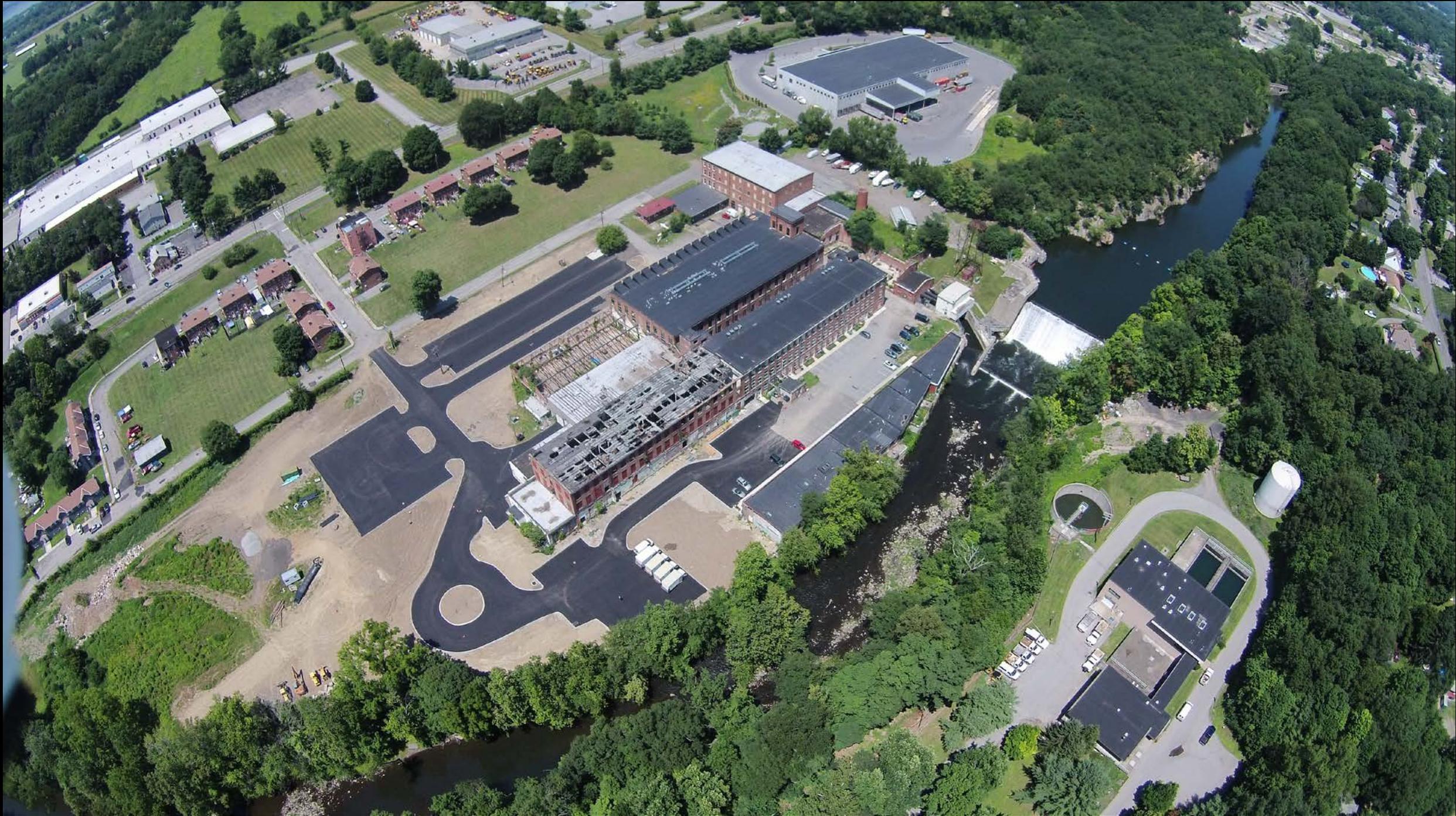
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View



View





MECHTRONICS  
581285  
10.33 Ac.

JESCO (TRACTORS)  
542256  
6.66 Ac. (d)

RE COMMUNITY  
(RECYCLE CENTER)  
595220  
9.4 Ac. (c)

CHEMPRENE  
473210  
2071 Ac. (c)

VACANT  
594217  
1.4 Ac. (c)

1 FAM  
APTS.  
BAR  
503193  
508186

APTS.  
564191  
2.5 Ac. (c)

CITY OF BEACON  
(VACANT LAND)  
652189  
1.48 Ac.

AUTO ZONE  
529161  
1.4 Ac. (c)

APTS.  
529161  
1.4 Ac. (c)

590165  
8.7 Ac.

FAMILY DOLLAR  
502133  
2.3 Ac. (c)

CAR WASH  
535128  
3.5 Ac. (c)

VACANT  
516113

CITY OF BEACON  
(WATER DEPT.)  
656145

TOMPKINS ST  
ANGLAS

SPENCER LN

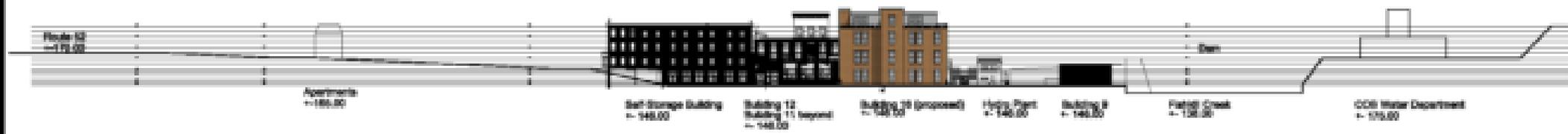
MILL ST

FRONT ST

LYONS DR

HISPAALL AV

PROSEPER ST  
ROUTE 520







View

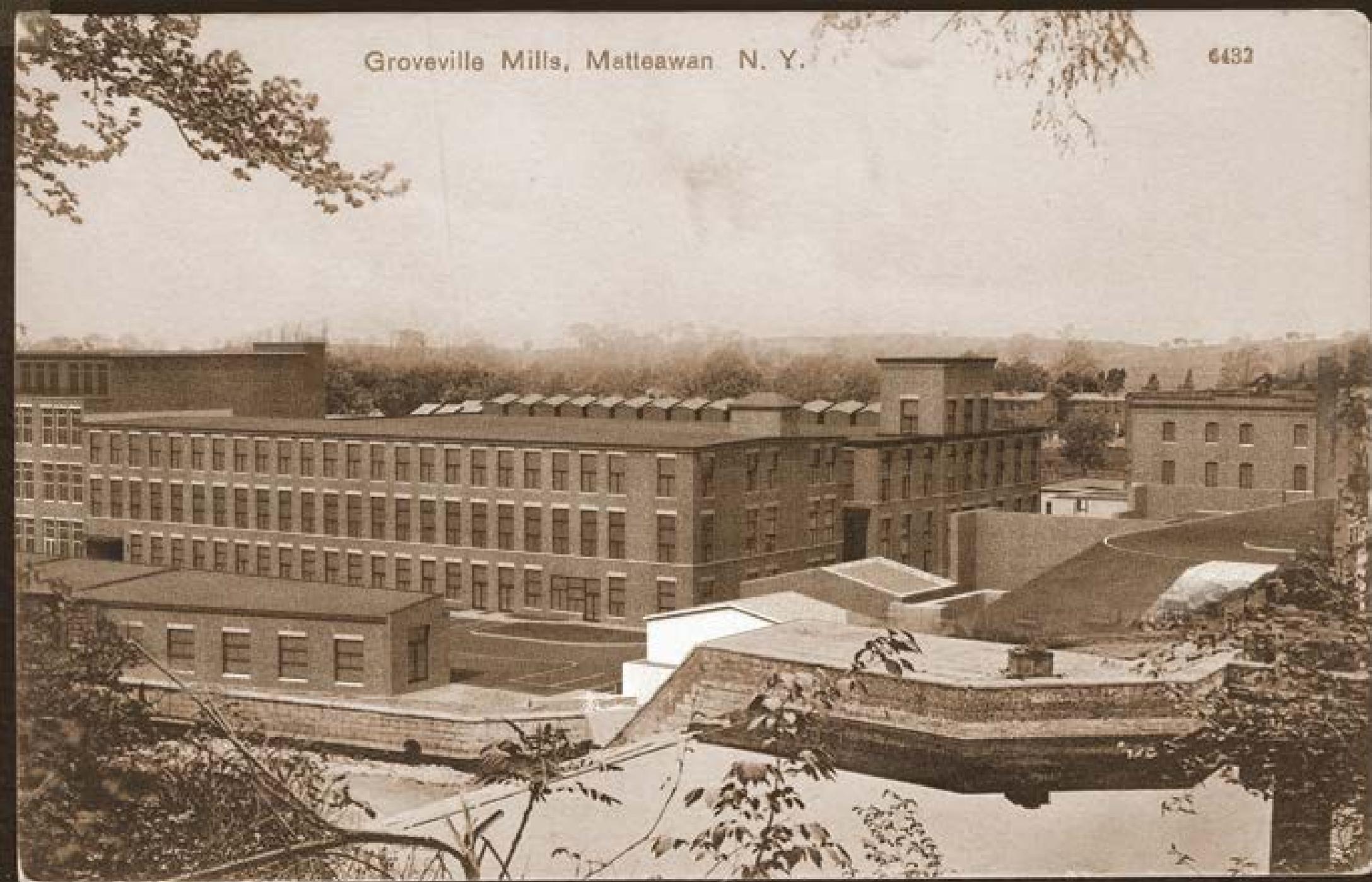
Groveville Mills, Matteawan. N. Y.

6432



Groveville Mills, Matteawan N. Y.

6432



View

# Groveville Historic Mill Complex

- A. Dubois operated a grist mill operating on Fishkill Creek, prior to 1820
- Samuel Upton, purchased the mill in 1820 from Abraham Dubois
  - Upton converted the grist mill to a fulling and carding mill
- The Glenham Company owned and operated the fulling and carding mill.
- The mill complex was expanded in 1858, due to the demand for uniforms during the Civil War.
- Tenements were constructed within the complex for worker housing
- The Glenham Company filed for Bankruptcy in 1876

# Groveville Historic Mill Complex

- In 1876, A. T. Stewart acquired the mill complex, tenements and a nearby farm
- Stewart demolished the extant structures, and built an extensive carpet factory.
  - Stewart built Italianate-style worker housing to the north of the factory buildings, and constructed a bridge over Fishkill Creek
- Stewart's carpet mill closed in 1893
- By 1909, the machinery within the mill complex had been sold for scrap.

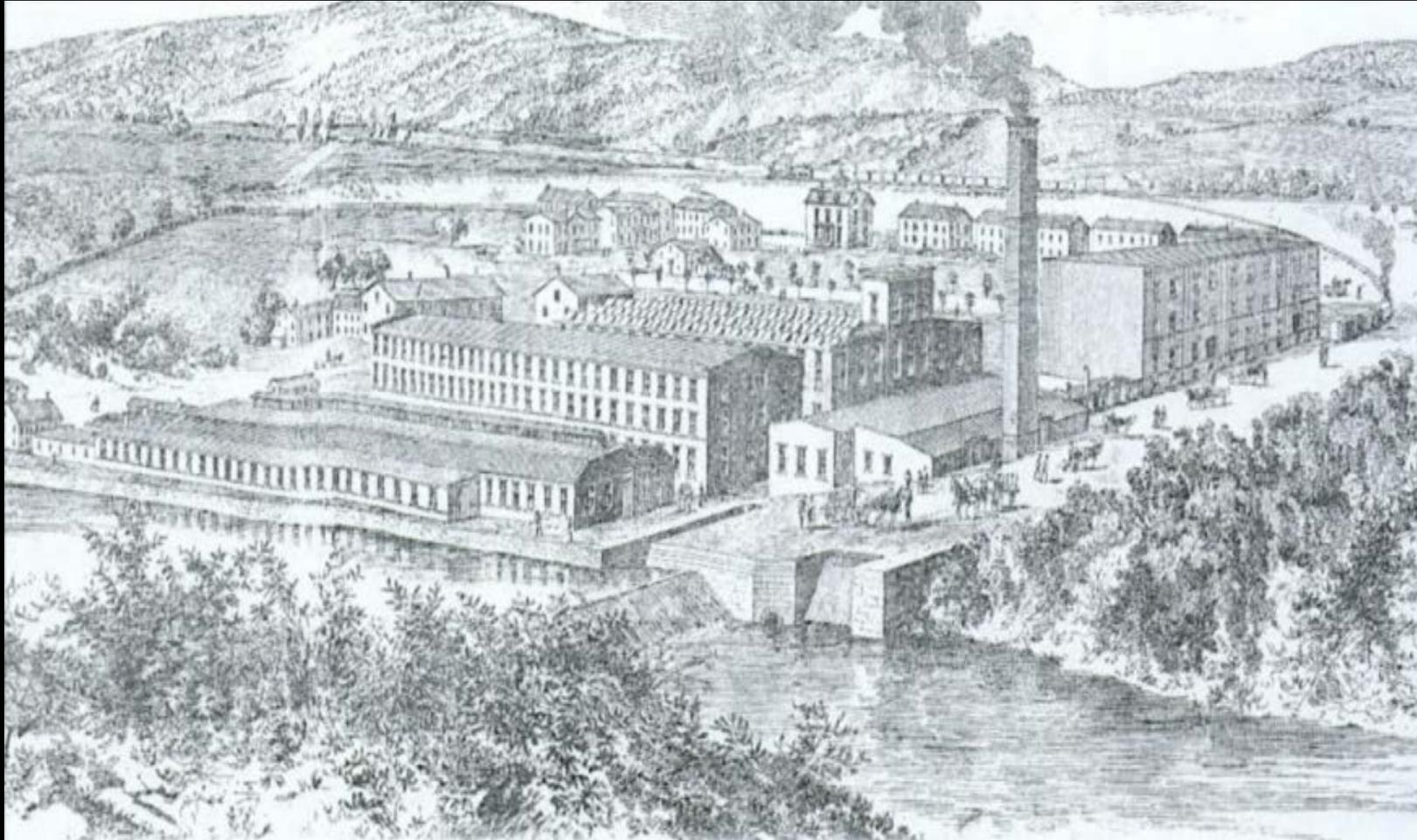
# Groveville Historic Mill Complex

- Beacon Bronze Co. in 1922
- Beacon Rayon Fabrics Co. in 1935,
- Groveville Furniture Company in 1937
- Lewittes Furniture Company in 1939-1962
- By the 1970s the factory was manufacturing carpets
- In 1979, the property was owned by the Beacon Piece Dye Company, and that the factory buildings were vacant, but the residential properties were occupied.

# Groveville Mill Historic Complex

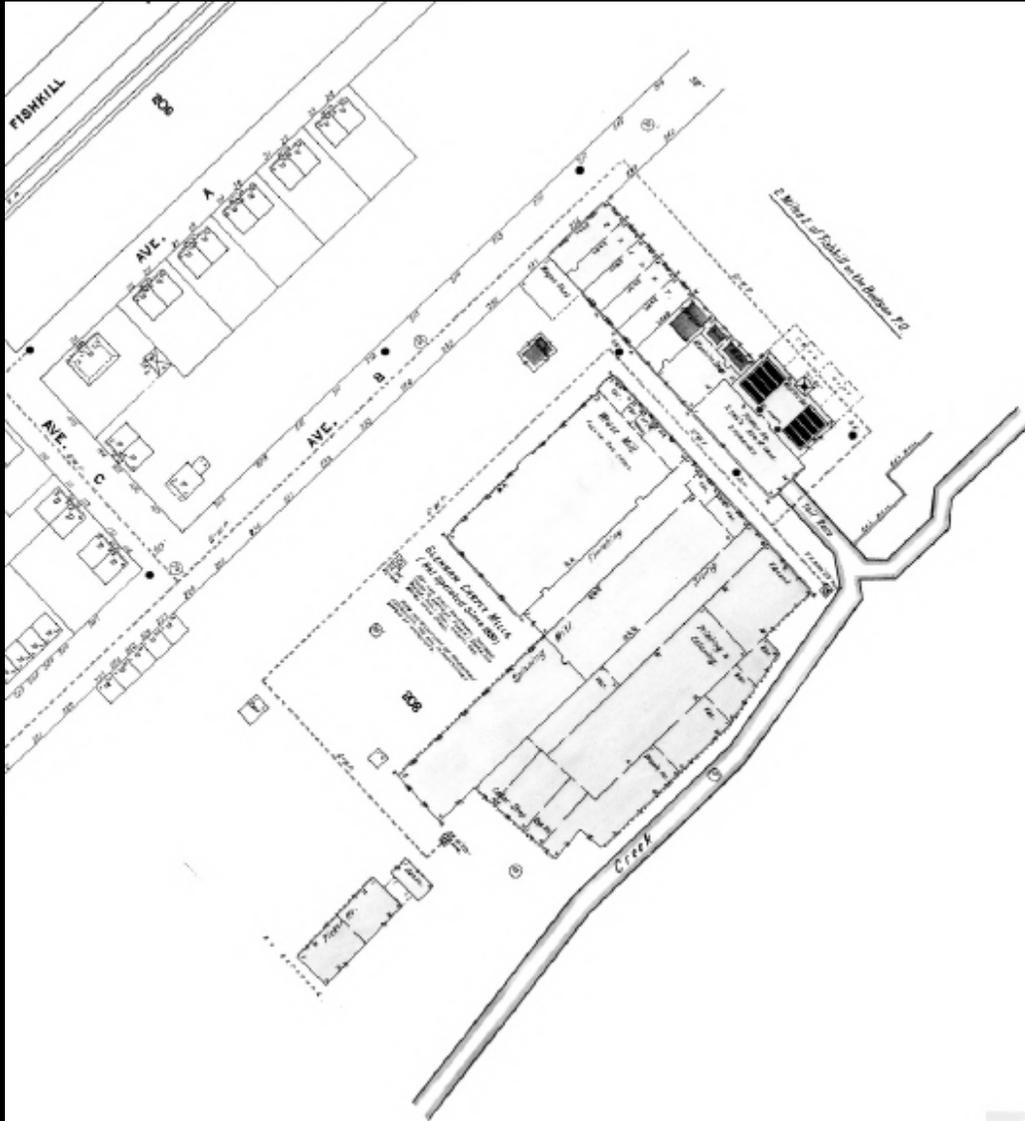
- is an important historical site
- It was one of the first factory complexes in the Hudson Valley Region to provide worker housing on the premises
- the buildings were occupied by local working class families through the twentieth century.
- The Beacon Lofts project has retained the integrity of the complex in the overall redevelopment concept, by maintaining the nineteenth century model of providing work space and housing within the same complex.

# Groveville Mills, circa 1879.

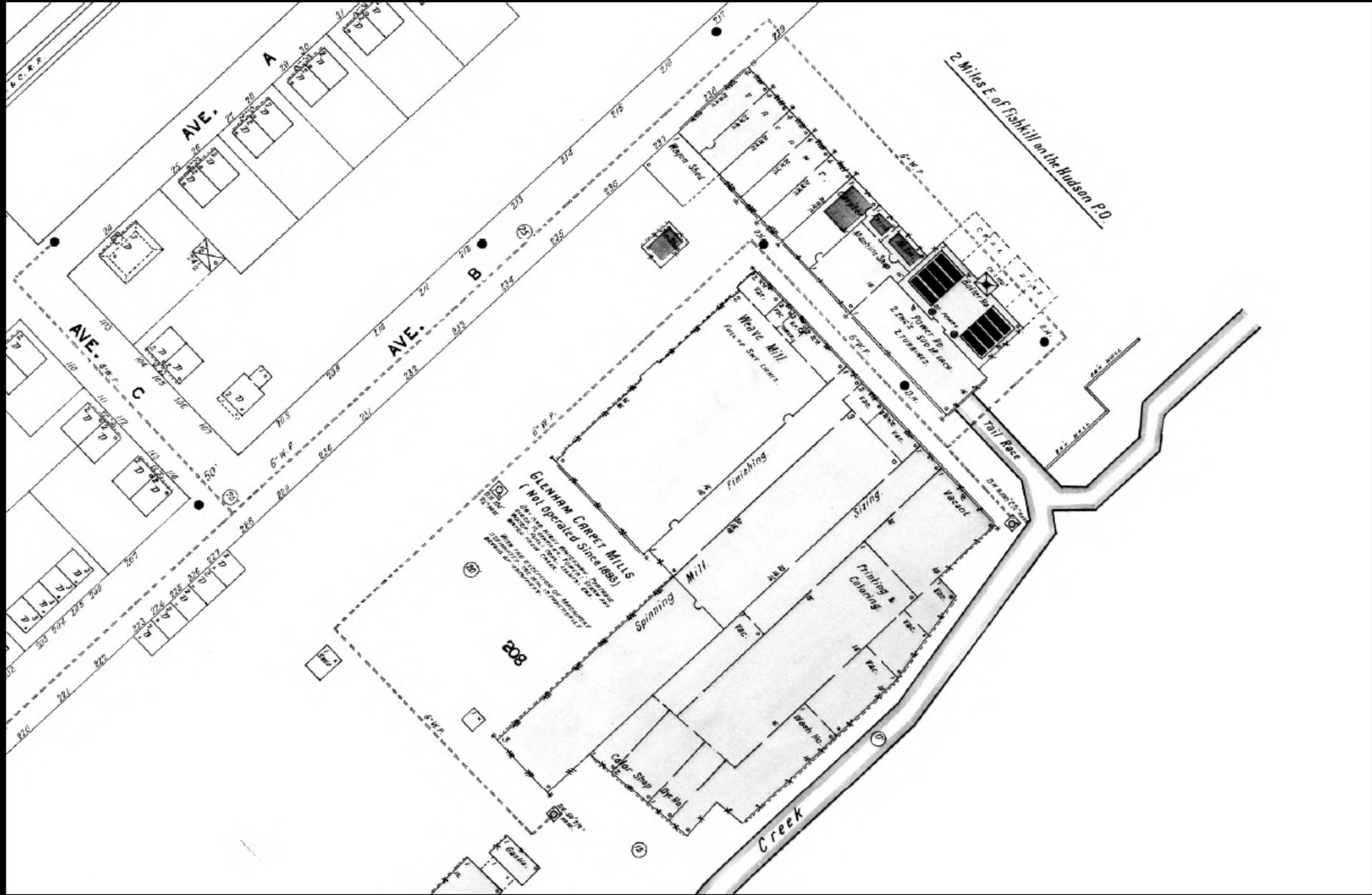


Robert Murphy, *History of Beacon* 1998

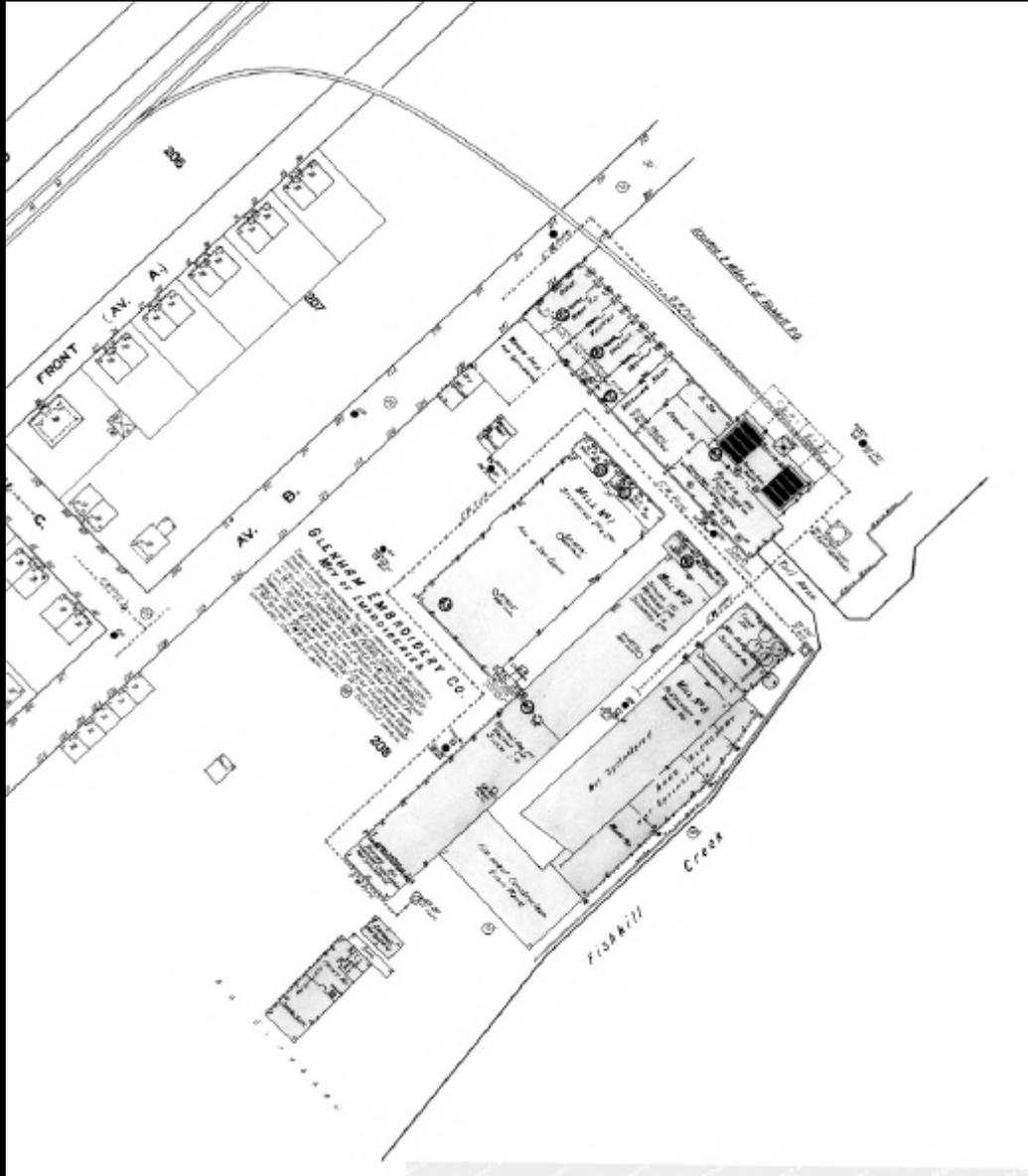
## 1904 Sanborn Fire Insurance Map



- the historic mill complex spanned the entire space between Building 16 and Building 9
- 100 foot tall chimney was located at the boiler house.
- Building 4, a series of conjoined small warehouses, was documented as four stories high, with an overall height of 55' above grade



## 1912 Sanborn Fire Insurance Map



- The buildings between B. 16 and B.9 have been torn down, and a new building identified as the Mill No.3 Bleachery and Washhouse - constructed adjacent to the north side of Building 9.
- 80 foot high water tower, located near the boiler house
- 100 foot high chimney at the boiler house remains.



## 1919 Sanborn Fire Insurance Map



- the height of Building 4 was mapped between 43' and 57' above street level
- Bleachery building remains
- 80 foot high water tower, located near the boiler house remains
- 100 foot high chimney at the boiler house remains.





2000 Aerial Image. *Dutchess County Parcel Access*

# Nineteenth Century Neighbors

Matteawan Hatworks, Seamless clothing Manufactures, & Swift Machine Co.  
Located south of Grovelille Mills, along Fishkill Creek



Historic Birds Eye View Matteawan NY, 1886



# Conclusion

- The layout, purpose and ownership of the Groveville Historic Complex buildings have changed dramatically over time, beginning at the close of the eighteenth and early nineteenth centuries
- The buildings within the historic complex have undergone almost continuous episodes of demolition and rebuilding
- the proposed Building 16 design is in keeping with the historic context of the complex
- the proposed height and massing will not negatively impact the historic context of the Groveville Mills Historic District



Proposed  
Façade  
Design



Alternate  
Façade  
with Piers

**City of Beacon Workshop Agenda  
9/24/2018**

**Title:**

**Zoning Tables**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
City planner memo	Cover Memo/Letter
Proposed dimensional table	Backup Material
Zoning dimensional table existing	Backup Material
Zoning Use table draft	Backup Material

To: Mayor Casale and the Beacon City Council  
From: John Clarke, City Planner  
Date: July 5, 2018  
Re: Revised Schedule of Use and Dimensional Tables

Attached are the draft Schedule of Use and Dimensional Tables, making them simpler and easier to understand. The existing table format dates back to the City's first Zoning Law and has been amended so many times that it is very difficult to apply, even by City staff, let alone by the general public.

I have included two versions: a straight translation of the existing standards and a second version with my suggested edits highlighted in red. The use table suggestions primarily focus on changing the PB and OB districts adjacent to Main Street into a transitional business district with a few additional uses. I also suggested multiple changes for the industrial districts. These are for initial discussion purposes, to explore potential amendments to the existing zoning by the City Council. This is a chance to reconsider many of the outdated standards that have been in place since the 1970s.

Once the tables and footnotes are generally acceptable, the rest of the Zoning Code will need to be checked for consistency and cross-references. I have already started to revise the Establishment of Districts section and the Definitions section to pick-up provisions that are now embedded in the tables.

I look forward to a lively discussion on July 9.

Section 223-17, Schedule of Dimensional Regulations (suggested edits in red)

Draft 7.5.18

Zoning District	Minimum Lot Size (see also 223-12 I) Area <sup>h</sup>				Minimum Yard Side <sup>a</sup>				Minimum % Building Separation Same Lot (ft)	Maximum Height Main Building (see 223-13) (stories   ft)	Minimum Height (stories   ft)	Maximum % Building Coverage		Maximum Number of Units per Building	Floor Area Ratio	Zoning District	Also Refer to Pertinent Sections
	Area (sf)	Per Unit (sf)	Width (ft)	Depth (ft)	Front (ft)	Total		Rear <sup>d,e</sup> (ft)				Multi-Fam	All Other				
						Min. (ft)	of 2 (ft)										
R1-120	120,000	120,000	250'	350'	75'	50'	100'	75'	–	2.5   35'	1   12'	N.A.	7%	1	–	R1-120	
R1-80	80,000	80,000	150'	200'	50'	30'	70'	50'	–	2.5   35'	1   12'	N.A.	10%	1	–	R1-80	
R1-40	40,000	40,000	150'	150'	<del>50'</del> 40'	25'	60'	50'	–	2.5   35'	1   12'	N.A.	15%	1	–	R1-40	
R1-20	20,000	20,000	125'	125'	<del>40'</del> 30'	20'	50'	40'	–	2.5   35'	1   12'	<del>20%</del>	20%	1	–	R1-20	
R1-10	10,000	10,000	85'	100'	<del>35'</del> 25'	15'	40'	35'	–	2.5   35'	1   12'	N.A.	25%	1	–	R1-10	
R1-7.5	7,500	7,500	75'	100'	<del>30'</del> 20'	10'	20'	30'	–	2.5   35'	1   12'	N.A.	30%	1	–	R1-7.5	
R1-5	5,000	5,000	50'	100'	<del>30'</del> 15'	10'	20'	30'	–	2.5   35'	1   12'	N.A.	–	1	–	R1-5	
RD-7.5 <sup>d,e</sup>	2 acres	7,500	200'	200'	20-35'	25'	50'	50'	<del>70'</del> 30'	3   35'	1   12'	15%	20%	12	–	RD-7.5 <sup>d,e</sup>	
RD-6 <sup>d,e</sup>	<del>5</del> 2 acres	6,000	<del>3</del> 200'	200'	50'	25'	50'	50'	<del>70'</del> 30'	2.5   35'	1   12'	15%	20%	16	–	RD-6 <sup>d,e</sup>	
RD-5 <sup>d,e</sup>	5,000	5,000	50'	100'	30'	<del>10'</del> 20'	<del>20'</del> 40'	25'	30'	3   35'	1   12'	20%	30%	16	–	RD-5 <sup>d,e</sup>	
RD-4 <sup>d,e</sup>	2 acres	4,000	200'	200'	40'	20'	40'	40'	<del>70'</del> 30'	2.5   35'	1   12'	20%	25%	20	–	RD-4 <sup>d,e</sup>	
RD-3 <sup>d,e</sup>	5,000	3,000	50'	100'	30'	<del>10'</del> 20'	<del>20'</del> 40'	25'	30'	<del>2.5   35'</del> 3.5   45'	1   12'	20%	40%	24	–	RD-3 <sup>d,e</sup>	
RD-1.8 <sup>d,e</sup>	5,000	1,800	50'	100'	30'	<del>10'</del> 20'	<del>20'</del> 40'	25'	30'	10 <sup>b</sup>   100'	1   12'	15%	40%	– <sup>c</sup>	–	RD-1.8 <sup>d,e</sup>	
RD-1.7 <sup>d,e</sup>	5,000	1,700	50'	100'	30'	<del>10'</del> 20'	<del>20'</del> 40'	25'	30'	4.5 <sup>f</sup>   55 <sup>f</sup>	1   12'	25%	40%	36 <sup>g</sup>	–	RD-1.7 <sup>d,e</sup>	
<b>PB</b>	As regulated in the least restrictive adjoining residential district															<b>PB</b>	
<b>QB TB</b>	5,000	5,000	40' 50'	100'	<del>30'</del> 10'	<del>20'</del> 10'	–	25'	–	–   35'	–	–	–	–	1	<b>QB TB</b>	
<b>LB</b>	–	–	–	100'	– 15'	20'	–	25'	–	–   35'	–	–	–	Min Open	2	<b>LB</b>	
<b>GB</b>	–	1,500	–	100'	– 15'	20'	–	25'	–	–   35'	–	–	–	Space	2	<b>GB</b>	
<b>CMS</b>	–	–	–	75'	0-10'	0'	–	25'	–	3   48'	2   –	–	–	10%	–	<b>CMS</b>	Art IVD
<b>L</b>	–	–	–	75'	0-20'	0-30'	–	25'	–	4   48'	2   –	–	–	15%	–	<b>L</b>	Art IVE
<b>FCD</b>	2 acres	3,960	–	–	–	–	–	–	–	3   40'	–	–	35%	30%	–	<b>FCD</b>	Art IVC
<b>WP</b>	1 acre	–	–	–	10'	–	–	–	–	2.5   35'	–	–	20%	–	<del>0.5</del>	<b>WP</b>	Art IVA
<b>WD</b>	5 acres	–	–	–	–	–	–	–	–	See Art IVA	–	–	–	15%	<del>3/2</del>	<b>WD</b>	Art IVA
<b>LI</b>	–	1,500	– 60'	100'	– 20'	20'	–	25'	–	–   – 35'	–	–	– 60%	– 20%	2	<b>LI</b>	
<b>HI</b>	–	–	– 60'	100'	– 30'	20'	–	25'	–	–   <del>35'</del> 40'	–	–	– 60%	– 20%	2	<b>HI</b>	

## NOTES:

- ~~a~~ If not occupied by a dwelling unit. Notwithstanding the one-story and 15-foot height limitation, a clubhouse in a multifamily project shall not exceed 2 1/2 stories and 35 feet in height. [Amended 2-16-2010 by L.L. No. 2-2010]
- ~~a~~b Except in multifamily developments, a private garage may be built across a common lot line in multifamily developments by mutual agreement between adjoining property owners, a copy of such agreement to be filed with the building permit application for such garage.
- ~~c~~ A main building containing two or more dwelling units in an RD-3 District may be erected to a height of 3 1/2 stories or 45 feet, and a main building for a permitted nonresidential use may be erected to a height of five stories or 50 feet, provided that it is set back from any street or adjoining residential property a distance at least equal to its height.
- ~~d~~ But 2,500 square feet per dwelling unit for the first two dwelling units if the average height of main buildings is to be less than six stories, and except that for each one-bedroom or smaller dwelling unit, the required minimum lot area per dwelling unit shall be reduced by 20%, and for each three-bedroom or larger dwelling unit, increased by 20%.
- ~~e~~ But not less than 1/2 the height of the permitted building.
- ~~f~~ A one-family house may be located on a lot meeting all the requirements of, and subject to the standards of, the most restrictive adjoining single-family residence district.
- ~~g~~ Except that any side yard containing a driveway for an apartment development shall be at least as large as a required front yard.
- ~~h~~b But not more than 65% of the dwelling units in a multifamily development may be contained in buildings more than 3 1/2 stories in height.
- ~~c~~i But not more than 24 dwelling units in any building 3 1/2 stories or less in height.
- ~~j~~ This maximum may be increased to 20% for multifamily developments having 3,000 square feet or more of a lot area per dwelling unit.
- ~~d~~k For multifamily developments, a well-designed and landscaped recreation or usable open space area, approved by the Planning Board, of 2,000 square feet for the first 20 dwelling units or part thereof, plus 100 square feet for each additional dwelling unit will be required.
- ~~e~~l In any RD District, the Planning Board may approve a subdivision of land into individual building lots containing a minimum of 1,800 square feet of area each and designed for attached or semi-attached single-family dwellings (townhouses), provided that the design is such that the gross dwelling unit density for the entire tract does not exceed that which can normally be permitted for multiple dwellings in the district in which the property is located and further provided that the Planning Board attaches such conditions and safeguards to its approval as, in its opinion, are necessary to assure that the entire property, including any designated common areas for open space, recreational or other purposes, will be properly maintained for the intended purpose(s) and not further subdivided or developed in the future.
- ~~m~~ Except that any new one-family detached dwelling lot created subsequent to July 11, 1988, shall be required to comply with the minimum size and dimensional requirements of the R1-7.5 District. [Added 7-5-1988]
- ~~f~~a A maximum of one story of parking under a building shall not count toward the maximum building height limitation in feet and stories. [Added 2-16-2010 by L.L. No. 2-2010]
- ~~g~~e And each building shall not exceed 150 feet in length. [Added 2-16-2010 by L.L. No. 2-2010]
- ~~p~~ There shall be no parking in the front yard. [Added 10-17-2016 by L.L. No. 11-2016]
- ~~h~~g For all development proposals involving a total lot area of more than three acres within a R1, RD, or Fishkill Creek Development zoning district, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, pre-development very steep slopes of 25 percent or more as defined in § 223-63.
- ~~i~~ For two-family dwelling units, 2,500 square feet lot area per dwelling unit.
- ~~b~~ Abutting residential districts or where driveway is proposed between building and lot line.
- ~~c~~ First floor area shall be limited to the extent necessary to provide required off-street parking and loading spaces.

**Section 223-17, City of Beacon Schedule of Use Regulations**

Permitted Uses by District	Reference Sections	R1-x	RD-x	PB	OB	LB	CB	GB	CMS	L	WD	WP	FCD	LI	HI
<b>Residential</b>															
Single-Family Detached		P	P	P	P	P	x	x	P	x	x	x	x	x	x
Single-Family Semi/Attached		P	P	P	P	P	x	x	P	P	P	x	P	x	x
Two-Family		x	SP	x	x	x	x	x	P	P	x	x	x	x	x
Multifamily		x	SP	x	x	x	SP	SP	P	P	P	x	P	x	x
Artist Live/Work Space	223-24.3	x	x	x	x	SP	SP	SP	P	SP	P	x	P	SP	x
<b>Retail/Office/Service</b>															
Retail Business or Personal Service		x	x	x	x	P	P	P	P	SP	P	x	x	P	P
Office		x	x	x	P	P	P	P	P	SP	P	x	P	P	P
Bank or Financial Institution		x	x	x	P	P	P	P	P	x	x	x	x	P	P
Retail Truck or Trailer	223-26.3	x	x	x	x	x	P	P	P	P	x	SP	x	P	P
Artist Studio as Principal Use		SP	SP	SP	SP	SP	SP	SP	P	P	x	x	P	SP	SP
Funeral Service		x	x	x	x	P	P	P	P	x	x	x	x	P	P
Art Gallery or Exhibit Space		SP	SP	SP	SP	P	P	P	P	x	P	x	P	P	P
Auction Gallery		x	x	x	x	x	P	P	P	x	x	x	x	P	P
Tattoo Parlor	223-26.2	x	x	x	x	x	P	P	P	x	x	x	x	P	P
Adult Use	223-20.1	x	x	x	x	x	x	x	x	x	x	x	x	SP	SP
Cigar/Smoking Establishment		x	x	x	x	x	x	x	SP	x	x	x	x	x	x
<b>Food/Lodging</b>															
Restaurant or Coffee House		x	x	x	SP	SP	P	P	P	SP	P	SP	P	P	P
Bar or Brew Pub		x	x	x	x	SP	SP	SP	SP	x	P	x	P	SP	SP
Microbrewery/Microdistillery		x	x	x	x	SP	SP	SP	P	SP	x	x	x	SP	SP
Food Preparation Business		x	x	x	x	x	x	x	P	SP	x	x	x	x	x
Bed and Breakfast	223-24.4	SP	SP	SP	SP	SP	SP	SP	P	P	x	SP	P	SP	SP
Inn		x	x	x	x	x	x	x	P	P	P	SP	P	x	x
Hotel	223-20	x	x	x	x	x	SP	SP	P	P	P	x	x	SP	SP
<b>Social/Community</b>															
Spa/Fitness Center/Exercise Studio		x	x	x	x	x	x	x	P	x	P	x	P	x	x
Day Care Center		x	x	x	x	x	x	x	x	x	P	x	P	x	x
Park/Preserve/Public Recreation		SP	SP	SP	SP	SP	SP	SP	P	P	P	P	x	SP	SP
Commercial Recreation	223-24.8	x	x	x	x	x	SP	SP	P	x	x	x	x	SP	SP
Plaza/Green/Community Garden		x	x	x	x	x	x	x	P	P	P	x	x	x	x
Theater		x	x	x	x	x	P	P	P	x	x	x	x	P	P
Public Library		SP	SP	SP	SP	P	P	P	P	x	x	x	x	P	P
Museum		SP	SP	SP	SP	P	P	P	P	x	SP	x	P	P	SP
Performance or Conference Space		x	x	x	x	x	x	x	P	x	P	x	P	x	x
Place of Worship/Religious Facility		P	P	P	P	P	P	P	x	x	x	x	x	P	P
Club, Social or Athletic	223-24.2	SP	SP	SP	SP	SP	SP	SP	SP	x	x	x	x	SP	SP
City of Beacon Public Uses		P	P	P	P	P	P	P	P	P	P	x	x	P	P
Fire/Ambulance Facility, Nonprofit		SP	SP	SP	SP	SP	SP	SP	x	x	x	x	x	SP	SP
<b>Healthcare</b>															
Hospital or Outpatient Clinic	223-21.1	SP	SP	SP	SP	SP	x	x	x	x	x	x	x	x	x
Nursing Home	223-22	SP	SP	SP	SP	SP	x	x	x	x	x	x	x	x	x

x = Prohibited Use  
P = Permitted Use

For Specific Standards See>

Article IVD Article IVE Article IVA Article IVA Article IVC

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**Section 223-17, City of Beacon Schedule of Use Regulations**

<b>Permitted Uses by District</b>	<b>Reference Sections</b>	<b>R1-x</b>	<b>RD-x</b>	<b>PB</b>	<b>OB</b>	<b>LB</b>	<b>CB</b>	<b>GB</b>	<b>CMS</b>	<b>L</b>	<b>WD</b>	<b>WP</b>	<b>FCD</b>	<b>LI</b>	<b>HI</b>
SP = Special Permit Use															
<b>Educational</b>															
College or University		x	x	x	x	x	SP	SP	P	x	x	x	x	SP	SP
Public School		P	P	P	P	P	x	x	P	x	x	x	x	x	x
Trade School or Training Program		x	x	x	x	x	SP	SP	P	x	x	x	x	SP	SP
Private or Nursery School		SP	SP	SP	SP	SP	SP	SP	P	x	x	x	x	SP	SP
<b>Parking/Auto-Oriented</b>															
Off-Street Parking as Principal Use	223-26	SP	SP	SP	P	P	P	P	P	x	x	x	x	P	P
Public Garage without Repairs		x	x	x	x	x	x	x	P	x	x	x	x	x	x
Public Garage with Repairs		x	x	x	x	x	x	x	SP	x	x	x	x	x	x
Auto Sales and Repair		x	x	x	x	x	x	x	x	x	x	x	x	x	x
Gas Station	223-24	x	x	x	x	SP	SP	SP	x	x	x	x	x	x	SP
Automatic Car Wash	223-21	x	x	x	x	x	SP	SP	x	x	x	x	x	x	SP
Gas Station and Car Wash	223-24; 223-21	x	x	x	x	x	x	SP	x	x	x	x	x	x	SP
Auto Body or Repair Shop		x	x	x	x	x	x	SP	x	x	x	x	x	SP	SP
<b>Industrial or Assembly</b>															
Wholesale or Storage		x	x	x	x	x	x	P	x	x	x	x	x	SP	P
Workshop, Artisan or Craft		x	x	x	x	x	x	P	P	x	x	x	P	P	P
Industrial/Manufacturing Use		x	x	x	x	x	x	x	x	SP	x	x	P	P	P
<b>Other</b>															
Wireless Communication	223-24.5	SP	SP	SP	SP	SP	SP	SP	P	P	x	x	x	SP	SP
Farm		P	P	P	P	P	x	x	x	x	x	x	x	x	x
Horticultural Nursery		SP	SP	SP	SP	SP	SP	SP	x	x	x	x	x	SP	SP
Other Similar Use per City Council		x	x	x	x	x	x	x	x	x	SP	x	P	x	x
Historic District Overlay Use	223-24.7	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP
River-Related Facilities	223-41.3	x	x	x	x	x	x	x	x	x	x	SP	x	x	x
Ski Facility (Mt. Beacon)		SP	x	x	x	x	x	x	x	x	x	x	x	x	x
<b>Accessory Uses</b>															
Customary Acc. to Permitted Use		P	P	P	P	P	P	P	P	P	x	P	P	P	P
Accessory Apartment	223-24.1	SP	SP	x	x	x	x	x	x	x	x	x	x	x	x
Private Garage/Tennis Court/Pool		P	P	x	x	x	x	x	x	x	x	x	x	x	x
Outdoor Storage of Materials		x	x	x	x	x	x	P	x	x	x	x	x	x	P
Garden or Nursery		P	P	x	x	x	x	x	x	x	x	x	x	x	x
Exterior Lighting	223-14B	x	x	x	P	P	P	P	P	P	x	x	x	P	P
Sign	223-15	P	P	x	P	P	P	P	P	P	x	x	x	P	P
Home Office	223-17.1	P	P	x	x	x	x	x	x	x	x	x	x	x	x
Home Occupation		P	P	x	x	x	x	x	P	P	x	x	x	x	x
Roof Garden or Greenhouse		P	P	x	x	x	x	x	P	P	P	x	x	x	x
Solar Collectors	Article X	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Parking as Accessory Use	223-26	P	P	x	P	P	P	P	P	P	P	P	P	P	P
Artist Studio as Accessory Use	223-24.6	SP	SP	x	x	x	x	x	x	x	x	x	x	x	x

x = Prohibited Use  
P = Permitted Use  
SP = Special Permit Use

For Specific  
Standards See>

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Section 223-17, City of Beacon Schedule of Use Regulations

Permitted Uses by District	Reference Sections	<u>R1-x</u>	<u>RD-x</u>	<u>PB</u>	<u>OB</u>	<u>LB</u>	<u>CB</u>	<u>GB</u>	<u>CMS</u>	<u>L</u>	<u>WD</u>	<u>WP</u>	<u>FCD</u>	<u>LI</u>	<u>HI</u>
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**Section 223-17, City of Beacon Schedule of Use Regulations (Suggested Edits)**

Permitted Uses by District	Reference Notes	R1-x	RD-x	PB	OTB	LB	GB	CMS	L	WD	WP	FCD	LI	HI
<b>Residential</b>														
One-Family Detached Dwelling	Not incl. Mobile Home	P	P	P	P	P	x	P	x	x	x	x	x	x
One Family Attached/Townhouse		x	P	x	xP	P	x	P	P	P	x	P	x	x
Two-Family Dwelling		x	SP	x	x SP	x	x	P	P	x	x	x	x	x
Multifamily Dwelling		x	SP	x	x	x	SP	P	P	P	x	P	x	x
Artist Live/Work Space	Subject to §223-24.3	x	x	x	x SP	SP	SP	P	SP	P	x	P	SP	x
<b>Retail/Office/Service</b>														
Retail Business or Personal Service		x	x	x	x	P	P	P	SP	P	x	x	P	xP
Office		x	x	x	P	P	P	P	SP	P	x	P	P	xP
Bank or Financial Institution		x	x	x	xP	P	P	P	x	x	x	x	P	xP
Retail Truck or Trailer	Subject to §223-26.3	x	x	x	x	x	P	P	P	x	SP	x	P	xP
Artist Studio as Principal Use		SP	SP	SP	SP	SP	SP	P	P	x	x	P	SP	SP
Funeral Home		x	x	x	x	P	P	P	x	x	x	x	P	xP
Art Gallery or Exhibit Space		SP	SP	SP	SP	P	P	P	x	P	x	P	P	P
Auction Gallery		x	x	x	x	x	P	P	x	x	x	x	P	P
Tattoo Parlor	Subject to §223-26.2	x	x	x	x	x	P	P	x	x	x	x	P	xP
Adult Use	Subject to §223-20.1	x	x	x	x	x	x	x	x	x	x	x	SP	SP
<b>Food/Lodging</b>														
Restaurant or Coffee House		x	x	x	SPx	SP	P	P	SP	P	SP	P	xP	xP
Bar or Brew Pub		x	x	x	x	SP	SP	SP	x	P	x	P	SP	SP
Microbrewery/Microdistillery		x	x	x	x	SP	SP	P	SP	x	x	x	SP	SP
Food Preparation Business		x	x	x	x	x	x	P	SP	x	x	x	xP	xP
Bed and Breakfast	Subject to §223-24.4	SP	SP	SP	SP	SP	SP	P	P	x	SP	P	SP	xP
Inn		x	x	x	x	x	x	P	P	P	SP	P	x	x
Hotel	Subject to §223-20	x	x	x	x	x	SP	P	P	P	x	x	SPx	SPx
<b>Social/Community</b>														
Spa/Fitness Center/Exercise Studio		x	x	x	x	x	x	P	x	P	x	P	x	x
Day Care Center		x	x	x	xSP	x	x	x	x	P	x	P	xSP	x
Park/Municipal Recreation		P	P	P	P	P	P	P	P	P	P	P	P	xP
Park/Preserve, Not-for Profit	With No Admission Fee	SP	SP	SP	SP	SP	SP	P	P	P	P	x	SPx	SPx
Commercial Recreation, Indoor	Subject to §223-24.8	x	x	x	x	x	SP	P	x	x	x	x	SP	SP
Plaza/Green/Community Garden		x	x	x	xP	x	x	P	P	P	x	x	x	x
Theater	Not a Drive-In Theater	x	x	x	x	x	P	P	x	x	x	x	P	xP
Public Library		SP	SP	SP	SP	P	P	P	x	x	x	x	xP	xP
Museum		SP	SP	SP	SP	P	P	P	x	SP	x	P	P	SPx
Performance or Conference Space		x	x	x	x	x	x	P	x	P	x	P	x	x
Place of Worship/Religious Facility		P	P	P	P	P	P	x	x	x	x	x	P	xP
Club, Social or Athletic	Subject to §223-24.2	SP	SP	SP	SP	SP	SP	SP	x	x	x	x	SP	SPx
City of Beacon Municipal Use		P	P	P	P	P	P	P	P	P	x	x	P	P
Firehouse/Ambulance Service		SP	SP	SP	SP	SP	SP	x	x	x	x	x	SP	SP

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For Specific Standards See -->

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**Section 223-17, City of Beacon Schedule of Use Regulations (Suggested Edits)**

Permitted Uses by District	Reference Notes	R1-x	RD-x	PB	OTB	LB	GB	CMS	L	WD	WP	FCD	LI	HI
<b>Healthcare</b>														
Hospital	Subject to §223-21.1	SP	SP	SP	SP	SP	x	x	x	x	x	x	x	x
Nursing Home	Subject to §223-22	SP	SP	SP	SP	SP	x	x	x	x	x	x	x	x
<b>Educational</b>														
College or University		x	x	*	x	x	SP	P	x	x	x	x	SP	SP x
Public School		P	P	P	P	P	x	P	x	x	x	x	x	x
Trade School or Training Program		x	x	*	*SP	x	SP	P	x	x	x	x	SP	SP
Private or Nursery School		SP	SP	SP	SP	SP	x	P	x	x	x	x	SP	SP x
<b>Parking/Auto-Oriented</b>														
Off-Street Parking as Principal Use	Subject to §223-26	SPx	SPx	SP	PSP	P	P	P	x	x	x	x	P	P
Public Garage, Parking Only	Subject to Article IVD	x	x	*	x	x	x	P	x	x	x	x	x	x
Public Garage with Repairs	Subject to Ch. 210/Art.IVD	x	x	*	x	x	x	SP	x	x	x	x	*SP	*SP
Vehicle Sales or Rentals	Subject to Chapter 210	x	x	*	x	x	*SP	x	x	x	x	x	*SP	*SP
Gasoline Filling Station	Subject to Chapter 210	x	x	*	x	SP	SP	x	x	x	x	x	*SP	SP x
Automatic Car Wash	Subject to §223-21	x	x	*	x	x	SP	x	x	x	x	x	*SP	SP x
Gas Station and Car Wash	Subject to Ch.210/§223-21	x	x	*	x	x	SP	x	x	x	x	x	*SP	SP x
Auto Body or Repair Shop	Subject to Chapter 210	x	x	*	x	x	SP	x	x	x	x	x	SP	SP
<b>Industrial or Assembly</b>														
Wholesale or Storage Business		x	x	*	x	x	P	x	x	x	x	x	SP P	P
Workshop		x	x	*	*SP	x	P	P	x	x	x	P	P	P
Industrial/Manufacturing Use		x	x	*	x	x	x	x	SP	x	x	P	P	P
<b>Other</b>														
Wireless Communication	Subject to §223-24.5	SP	SP	SP	SP	SP	SP	P	P	x	x	x	SP	SP
Farm	No Fur-Bearing Animals	P	P	P	Px	P	x	x	x	x	x	x	x	x
Horticultural Nursery		SP	SP	SP	SP	SP	SP	x	x	x	x	x	SP	SP
Historic District Overlay Use	Subject to §223-24.7	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP
Ski Facility (Mt. Beacon)		SP	*	*	*	*	*	*	*	*	*	*	*	*
<b>Accessory Uses</b>														
Customary Acc. to Permitted Use		P	P	P	P	P	P	P	P	x	P	P	P	P
Accessory Apartment	Subject to §223-24.1	SP	SP	*	*SP	x	x	x	x	x	x	x	x	x
Private Tennis Court or Pool	Not in the Front Yard	P	P	*	*P	x	x	x	x	x	x	x	x	x
Outdoor Storage of Materials		x	x	*	x	x	P	x	x	x	x	x	*SP	P
Home Office	Subject to §223-17.1	P	P	*	*P	x	x	x	x	x	x	x	x	x
Home Occupation	Subject to §223-17.1	P	P	*	*P	x	x	P	P	x	x	x	x	x
Roof Garden or Greenhouse		P	P	*	*P	*P	*P	P	P	P	*P	*P	*P	*P
Solar Collectors	Subject to Article X	P	P	P	P	P	P	P	P	P	P	P	P	P
Artist Studio as Accessory Use	Subject to §223-24.6	SP	SP	*	*P	x	x	x	x	x	x	x	*SP	*SP

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Standards See -->

Article Article Article Article Article  
IVD IVE IVA IVA IVC

7.5.18 DRAFT

**City of Beacon Workshop Agenda**  
**9/24/2018**

**Title:**

**Verizon 423-425 Main Street**

**Subject:**

**Background:**

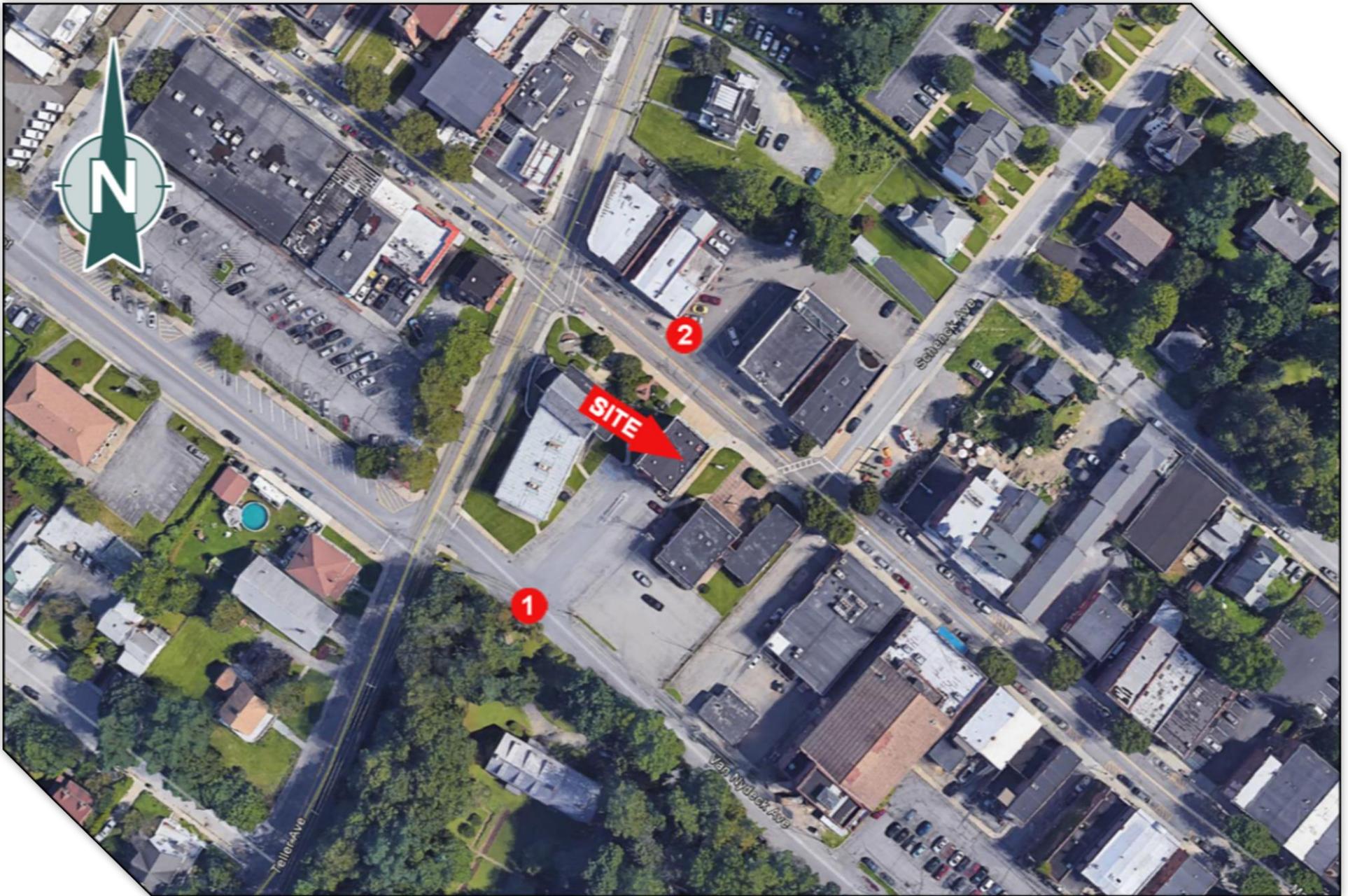
**ATTACHMENTS:**

Description

Verizon 423-425 Main

Type

Backup Material



**TECTONIC**

Practical Solutions, Exceptional Service

Electric Blanket  
423-425 Main Street  
Beacon, New York 12508

PHOTO  
LOG  
8668.17A



**TECTONIC**

Practical Solutions, Exceptional Service

Looking northeast from 53 Van Nydeck Avenue.  
Proposed installation will be visible from this location.

*Distance from the photographic location to the proposed site is 175'±*

**P-1**

8668.17A



**TECTONIC**

Practical Solutions, Exceptional Service

Looking northeast from 53 Van Nydeck Avenue.  
Proposed installation is visible from this location.

*Distance from the photographic location to the proposed site is 175'±*

**S-1a**

8668.17A



**TECTONIC**

Practical Solutions, Exceptional Service

Looking northeast from 53 Van Nydeck Avenue.  
Proposed installation is visible from this location.

*Distance from the photographic location to the proposed site is 175'±*

**S-1b**

8668.17A



**TECTONIC**

Practical Solutions, Exceptional Service

Looking south from 398 Main Street.  
Proposed installation will be visible from this location.

*Distance from the photographic location to the proposed site is 100'±*

**P-2**

8668.17A



**TECTONIC**

Practical Solutions, Exceptional Service

Looking south from 398 Main Street.  
Proposed installation is visible from this location.

*Distance from the photographic location to the proposed site is 100'±*

**S-2a**

8668.17A



**TECTONIC**

Practical Solutions, Exceptional Service

Looking south from 398 Main Street.  
Proposed installation is visible from this location.

*Distance from the photographic location to the proposed site is 100'±*

**S-2b**

8668.17A

**City of Beacon Workshop Agenda  
9/24/2018**

**Title:**

**Executive Session: Real Estate**

**Subject:**

**Background:**