



**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
July 9, 2018
12:00 AM**

Workshop Agenda Items:

1. PLL to Create Ch. 97 and Amend Ch. 192 and 223 of the Code of the City of Beacon Concerning Driveways
2. Main Street: Sewer Main Repair
3. Mountain Lane Bridge Repair
4. COB Identification Cards
5. COMPLUS Agreement: Parking Ticket Collection
6. Use & Dimensional Tables

Executive Session:

1. Executive Session: Personnel

City of Beacon Workshop Agenda
7/9/2018

Title:

PLL to Create Ch. 97 and Amend Ch. 192 and 223 of the Code of the City of Beacon Concerning Driveways

Subject:

Background:

ATTACHMENTS:

Description
LL Driveways

Type
Local Law

DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO CREATE
CHAPTER 97 AND AMEND CHAPTERS 192, 195 AND 223 OF THE
CITY OF BEACON**

A LOCAL LAW to
create Chapter 97 and
amend Chapters 192 and
223 of the Code of the
City of Beacon
concerning Driveways.

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

Section 1. Chapter 97 of the Code of the City of Beacon entitled “Driveways” is hereby created as follows:

§ 97-1. Driveway construction.

- A. No person, association, corporation or firm shall establish, build, construct, expand, reconstruct or pave a driveway or parking lot for vehicular traffic, which abuts upon, provides access to or adjoins a City highway or street without having first obtained a written permit in accordance with the provisions of this article. Work which consists only of paving or repaving an existing driveway and which does not otherwise alter the driveway, curbing or sidewalk, does not require a driveway permit.
- B. No person shall dig into or across curbing and/or sidewalk adjacent to the premises owned or occupied by him or adjacent to any other premises or cause the same to be done, nor shall any person remove, demolish or change the grade of any curbing adjacent to the premises owned or occupied by him or adjacent to any other premises or cause the same to be done, until the owner or occupant thereof shall have obtained a permit in accordance with the provisions of this article.

§ 97-2. Application for permit.

- A. Applications for a permit under this article shall be made to the Highway Department in writing and shall contain the following information:.
 - (1) The full name and address of the applicant.

- (2) The full name and address of the owner or owners of the property in front of which the operation is to be performed.
 - (3) The location by street address, if any, of the property in front of which the operation is to be performed and the Tax Map designation of the same.
 - (4) A statement of the proposed operation and the size thereof and purpose thereof.
 - (5) The date or dates when the proposed operation is to be commenced, and the date or dates when the operation is to be completed.
 - (6) The type of pavement or surface to be disturbed.
 - (7) A sketch of the proposed operation showing the proposed location of all driveway entrances and curb-cuts, and proposed grade of driveway.
 - (8) The estimated cost of the entire proposed operation.
 - (9) Any additional information which may be reasonably required by the Highway Superintendent.
- B. A signed statement by the applicant that said applicant agrees to perform the proposed operation for which the permit may be granted, in full and strict compliance and in accordance with the conditions of the permit, if issued, and any and all provisions of the City Code and other applicable statutes and ordinances of the City of Beacon.

§ 97-3. Inspection prior to permit issuance.

The Highway Superintendent or his authorized representative must inspect the site of the proposed driveway before any permit for construction of the driveway is issued. The Superintendent or his authorized representative shall be notified at least 48 hours in advance of beginning any driveway construction operations.

§ 97-4. Application fee and conditions of permit

- A. The application for a driveway permit shall be accompanied by a fee as set forth in the City of Beacon fee schedule for each driveway permit.
- B. A permit shall be obtained no less than one week before any work is performed.
- C. Before issuance of a permit for the construction or alteration of a driveway, the applicant shall post with the Highway Superintendent a bond in an amount determined by the Highway Superintendent to be equal to the cost of the work proposed pursuant to this article, but in no event less than \$500 for a new driveway or \$150 for the alteration of an existing driveway.

- D. When notified of its completion, the Highway Superintendent shall inspect said driveway to assure its completion in accordance with said permit to construct or alter. When the Highway Superintendent is satisfied that the conditions of said permit have been met, the Highway Superintendent shall issue a certificate of compliance. Upon issuance of the certificate of compliance, the Highway Superintendent shall certify the claim of the applicant for the return of the bond. It shall be unlawful to use such driveway for any purpose other than construction until a certificate of compliance has been issued.
- E. No certificate of occupancy shall be issued by the Building Inspector if a driveway permit has been issued until such certificate of compliance is also issued.
- F. Any such permit, when issued, shall be effective for such period of time, not to exceed 30 consecutive calendar days, as specified thereon. Such specified period of time may be extended for the completion of the work, if so requested in writing by the applicant prior to the expiration date thereof, for such additional period or periods of time authorized by the Highway Superintendent.

§ 97-5. Driveway and curbing specifications.

These specifications shall apply to the construction of new driveways and shall also apply to the reconstruction and/or paving of existing driveways, except that in the latter case the Highway Superintendent may waive certain requirements contained herein if he finds that extraordinary and unnecessary hardships may result from strict compliance with these specifications.

- A. A driveway or access road serving private property and intersecting with a highway or street shall be constructed in such a manner that it does not interfere with the existing drainage, the movement of traffic or the removal of snow from the abutting highway or street.
- B. The driveway shall be constructed in such a manner that it does not permit the runoff of water from the abutting highway or street to enter into the property of the owner or adjacent properties.
- C. Developers and home builders shall design and construct all driveways within the limits of the right-of-way with sufficient sight distance (in both directions) and with a grade no more than one-half inch per foot from curb to the right-of-way line (see § 192-9B). The minimum width of the driveway pavement at the curb or street pavement line shall be 14 feet, tapering to a minimum of 10 feet at the right-of-way line. All driveways shall have a six-inch run-of-bank gravel foundation course from curb to right-of-way line and no less than three inches bituminous penetration macadam wearing course from curb or street pavement line to right-of-way line which shall be applied during or after the laying of the street pavement. (Section 192-9.F(1))

- D. All driveways shall be graded so as to slope away from the City Street at one-half inch per foot (whether up or down). Grading shall be to the satisfaction of the Highway Superintendent and the City Engineer prior to the surfacing of such driveways. Where required by the Highway Superintendent, a culvert or drainage system shall be provided, with the pipe size and material to be as acceptable to the City Superintendent of Streets. Pipe size shall not be less than 15 inches in diameter, and shall have a minimum coverage of 12 inches over the pipe. (Section 192-9.F(2))
- E. The maximum grade for any new driveway accessory to a single-family dwelling and connecting its off-street parking area to a street shall be 14%, except that, where it can be demonstrated to the satisfaction of the approving authority that, because of practical difficulty or unreasonable hardship affecting a particular property, the construction of a driveway shall be permitted, provided that the increase in driveway grade is the minimum increase required and further provided that in no case shall such driveway grade be permitted to exceed 17%. (Section 223-26.I(2)(a)).
- F. The maximum grade for new driveways accessory to uses other than single-family dwellings and connecting the required off-street parking area to the street shall not exceed 7%, except that the Highway Superintendent shall have the power to permit increased grades, provided that such grades in no case exceed 10%. (Section 223-26.I(2)(b)).
- G. No driveway serving a single-family dwelling shall have a grade in excess of 4% within 35 feet of the center line of the traveled-way of the street or within 10 feet of the right-of-way line of the street, whichever distance is greater. (Section 223-26.I(2)(c)).
- H. No driveway serving a use other than a single-family dwelling shall have a grade in excess of 3% within 50 feet of the center line of the traveled-way of the street or within 25 feet of the property line of the street, whichever distance is greater. The City Council may require increased platform areas of this type in situations where, because of the nature of the proposed use, substantial traffic volumes are anticipated. (Section 223-26.I(2)(d)).
- I. Driveway alignment and location. Any driveway entering onto a street shall be located and aligned in such a way as to create the minimum possible traffic hazard. The platform portion of the driveway, shall be aligned approximately at right angles to the street. (Section 223-26.I(3)).
- J. Clear visibility shall be provided in both directions at all exit points in accordance with Section 192-9B, so that the driver of an automobile stopped on the platform portion of any new driveway will have an unobstructed view of the highway for a

reasonable distance (commensurate with the speed and volume of traffic on such highway) and so that the driver of an automobile traveling on the highway shall have a similar view of the automobile in the driveway. (Section 223-26.I(4))

§ 97-6. Indemnification of City.

The owner and owner's contractor shall hold the City, the Superintendent and their agents and employees harmless against any action for personal injury or property damage sustained by reason of the exercise of this permit.

§ 97-7. Penalties for offenses.

Any person, firm or corporation or his or its representative, agent or employee who shall violate any of the provisions of this article shall be punished by the imposition of a penalty as prescribed in § 1-3.

Section 2. Chapter 192, Section 9, Subsection F entitled “Driveways” is hereby deleted:

§ 192-9. Design Standards for new streets.

...

F. Driveways

- ~~(1) Developers and home builders shall design and construct all driveways within the limits of the right-of-way with sufficient sight distance (in both directions) and with a grade no more than one inch per foot from curb to the right-of-way line (see § 192-9B herein). The minimum width of the driveway pavement at the curb or street pavement line shall be 15 feet, tapering to a minimum of 10 feet at the right-of-way line. All driveways shall have a six-inch run-of-bank gravel foundation course from curb to right-of-way line and no less than three inches bituminous penetration macadam wearing course from curb or street pavement line to right-of-way line which shall be applied during or after the laying of the street pavement.~~
- ~~(2) All driveways shall be graded so as to slope away from the City Street at 1/2 inch per foot for a minimum of four feet. Grading shall be to the satisfaction of the City Superintendent of Streets and the City Engineer prior to the surfacing of such driveways. Where required by the City Superintendent of Streets, a culvert or drainage system shall be provided, with the pipe size and material to be as acceptable to the City Superintendent of Streets. Pipe size shall not be less than 15 inches in diameter, and shall have a minimum coverage of 12 inches over the pipe.~~

Section 3. Chapter 192, Section 22, Subsection A is hereby amended as follows:

§ 191-22. Sidewalks

- A. On major, suburban and local streets, six-inch reveal Portland cement concrete curbs (detail in Appendix A of this chapter[1]) shall be constructed on both (reveal) sides of the street, prior to laying street pavement to the dimensions and specifications required. A compacted base course of six inches in thickness, free of stone over two inches in thickness, shall be laid under all curbing and sidewalks. A concrete mix of 3,500 psi after 28 days shall be used and shall be finished, ~~and~~ cured and sealed to the satisfaction of the City Superintendent of Streets and the City Engineer. The developer at his own expense shall replace any curbing that has settled, cracked, scaled or has become damaged in any way by the developer before and within the one-year maintenance period after dedication. Curb shall be depressed five inches at all driveways. Stone curbs may be substituted on approval of the City Superintendent of Streets and the City Engineer.

Section 4. Chapter 195, Article V, Section 24, Subsection H entitled “Driveways” is hereby amended as follows:

§ 195-24 Lots and driveways.

...

H. Driveways.

- (1) All driveways shall be constructed in accordance with the provisions set forth in § 97-5.
- (2) All driveways shall be graded to the satisfaction of the Street Superintendent and City Engineer prior to the surfacing of such driveways.
- (3) The driveway surface shall be constructed of a dust-free surface material and shall be six inches in depth.

Section 5. Chapter 223, Article III, Section 26, Subsection I of the Code of the City of Beacon entitled “Driveways” is hereby amended as follows:

§ 223-26 Off-street parking, loading and vehicular access.

...

- I. Driveways. For reasons of traffic and pedestrian safety, both on and off street, as well as to provide for possible future road widening or other improvements, all new

driveways and sidewalk crossings entering onto any street shall comply with all requirements of Chapter 97, "Driveways" ~~these regulations~~ and shall be subject to the approval of the Highway Superintendent ~~City Engineer~~, except where such are part of a use subject to special permit or site development plan approval, in accordance with §§ 223-18 and 223-25, in which case they shall be subject to the Planning Board and/or City Council.

~~(1) Driveway grades:~~

- ~~(a) The maximum grade for any new driveway accessory to a single-family dwelling and connecting its off-street parking area to a street shall be 14%, except that, where it can be demonstrated to the satisfaction of the approving authority that, because of practical difficulty or unreasonable hardship affecting a particular property, the construction of a driveway shall be permitted, provided that the increase in driveway grade is the minimum increase required and further provided that in no case shall such driveway grade be permitted to exceed 17%.~~
- ~~(b) The maximum grade for new driveways accessory to uses other than single-family dwellings and connecting the required off-street parking area to the street shall not exceed 7%, except that the approving authority shall have the same power to permit increased grades here as in Subsection I(2)(a) above, provided that such grades in no case exceed 10%.~~
- ~~(c) Notwithstanding the maximum permitted grades specified in Subsection I(2)(a), no driveway serving a single-family dwelling shall have a grade in excess of 4% within 35 feet of the center line of the traveled way of the street or within 10 feet of the right-of-way line of the street, whichever distance is greater.~~
- ~~(d) Notwithstanding the maximum permitted grades specified in Subsection I(2)(b), no driveway serving a use other than a single-family dwelling shall have a grade in excess of 3% within 50 feet of the center line of the traveled way of the street or within 25 feet of the property line of the street, whichever distance is greater. The City Council may require increased platform areas of this type in situations where, because of the nature of the proposed use, substantial traffic volumes are anticipated.~~

~~(2) Driveway alignment and location. Any driveway entering onto a street shall be located and aligned in such a way as to create the minimum possible traffic hazard. The platform portion of the driveway, as required by Subsection I(2) above, shall be aligned approximately at right angles to the street.~~

~~(3) Sight distance. Clear visibility shall be provided in both directions at all exit points in accordance with Section 192-9B, so that the driver of an automobile stopped on the platform portion of any new driveway will have an unobstructed view of the highway for a reasonable distance (commensurate with the speed and volume of traffic on such highway) and so that the driver of an automobile traveling on the highway shall have a similar view of the automobile in the driveway.~~

Section 6. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapters 192, 195 and 223 of the City of Beacon are otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 7. Numbering for Codification

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

Section 8. 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 9. Effective Date

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

City of Beacon Workshop Agenda
7/9/2018

Title:

Main Street: Sewer Main Repair

Subject:

Background:

ATTACHMENTS:

| Description | Type |
|--------------------------|-------------------|
| Main Street Sewer repair | Backup Material |
| Res_Tam | Cover Memo/Letter |



**114 Hartley Road
Goshen, NY 10924**
Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To

City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Invoice

Date Invoice #
6/18/2018 51132

RECEIVED
JUN 25 2018

P.O. No.

Terms Net 30

BY: _____

| Qty | Description | Rate | Amount |
|-----|--|-------------------------------------|-------------------------------------|
| | <p>Date of Service: 05/09/18- 05/23/18 Intersection of Main St. & Tioronda Ave:</p> <p>Emergency excavation to repair collapsed sewer, includes: - All excavation, back fill, repaving, bypass pumping, traffic control, new manhole and repair of damaged pipe. - Work was done on a time & material basing using attached rate sheet.</p> <p>For the sum of: Price includes the following unforeseen items: In order to repair sewer main that was 23' deep, the existing watermain needed to be temporarily cut and capped, then reinstalled after sewer main was repaired. Includes: - Temporary hook up of (2) existing water services while watermain was removed. - Drainage manhole & drainage piping, next to sewer manhole being replaced, also needed to be temporarily removed & replaced. - After sewer manhole & sanitary piping was installed, watermain was reinstalled & the (2) services were hooked back up to the watermain - Drainage manhole was replaced with all associated drainage piping. - Repaved intersection.</p> <p>Good Customer Courtesy Discount</p> | <p>283,424.18</p> <p>-28,424.18</p> | <p>283,424.18</p> <p>-28,424.18</p> |

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Total \$255,000.00
Payments/Credit \$0.00
Balance Due \$255,000.00

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services



114 Hartley Road
Goshen, NY 10924
Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Proposal

Date 5/8/2018
Proposal # 12656

P.O. No.

Terms Net 30

| Qty | Description | Rate | Amount |
|-----|---|------|--------|
| | Proposal: - Emergency Sewer Collapse | | |
| | TAM Enterprises Inc. is pleased to quote the following: Emergency excavation to repair collapsed sewer at intersection of Main St. & Tioronda Ave: Includes: - All excavation, back fill, repaving, bypass pumping, traffic control, new manhole and repair of damaged pipe. - Work will be done on a time & material basing using attached rate sheet. Price not to exceed \$140,000.00 | 0.00 | 0.00 |

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Total

\$0.00

Payments/Credit

Customer Signature: _____

Accepted By: _____

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services

CITY COUNCIL

Resolution No. _____ of 2018

RESOLUTION RATIFYING AWARD OF CONTACT WITH TAM ENTERPRISES, INC.

WHEREAS, on May 10, 2018 the City's Water and Sewer Department (the "Department") received a complaint of a sewer back up from 470 Main Street and upon investigation determined that an emergency repair of the sewer main was required to prevent further damage, and

WHEREAS, the City Water and Wastewater Superintendent authorized TAM Enterprises, Inc. ("TAM") to perform the repair; and

WHEREAS, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer of the political subdivision pursuant to the provisions of General Municipal Law § 103(4).

NOW THEREFORE BE IT RESOLVED, that the City Council hereby establishes that there was an urgent need to abate the health and safety hazard arising from the sewer main break on Main Street to justify the City's bypass of statutory competitive bidding procedures for public works contracts and the City's hiring of private contractor to repair the sewer main; and

BE IT FURTHER RESOLVED, that the City Council hereby ratifies the contract with TAM in the amount of \$255,000 for services rendered in connection with the sewer main repair on Main Street.

City of Beacon Workshop Agenda
7/9/2018

Title:

Mountain Lane Bridge Repair

Subject:

Background:

ATTACHMENTS:

| Description | Type |
|----------------------|-------------------|
| Mountain Lane Bridge | Backup Material |
| Res_Chemung | Cover Memo/Letter |

5-23-18



Ph. (607)733-5506, Fax. (607)732-5379
www.chemungsupply.com

Mr. Reuben Simmons Jr.
City of Beacon Highway Dept.
Re: guidrail - Dutchess Co. Bid RFB-DCP-38-18

Dear Reuben,
As per your request:

1) MOUNTAIN LANE - 4 RAIL BRIDGE RAIL WITH PEDESTRIAN HAND RAIL.

32 FT. BRIDGE RAIL X \$514.70 FT. = \$16,470.40

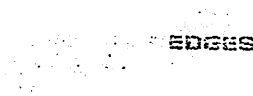
87 FT. TRANSITION RAIL X \$242.20 FT. = \$21,071.40

33 FT. BOX BEAM X \$55.10 FT. = \$1,818.30

4 - END ASSEMBLIES @ \$721.00 ea. = \$2,884.00

TOTAL = \$42,244.10 MATERIAL + INSTALL

Tag Williams
914-213-3579



Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902

CITY COUNCIL

Resolution No. _____ of 2018

RESOLUTION RATIFYING AWARD OF CONTRACT WITH CHEMUNG SUPPLY CORPORATION

WHEREAS, on April 3, 2018, a driver crashed his/her vehicle into a concrete bridge rail on Mountain Lane causing structural damage to the wall of the bridge rail and upon investigation it was determined that emergency repairs to the bridge rail were required to protect public safety, and

WHEREAS, the City Administrator authorized Chemung Supply Corporation to perform the necessary repairs; and

WHEREAS, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer of the political subdivision pursuant to the provisions of General Municipal Law § 103(4).

NOW THEREFORE BE IT RESOLVED, that the City Council hereby establishes that there was an urgent need to abate the health and safety hazard arising from the structural damage to the wall of the bridge rail on Mountain Lane to justify the City's bypass of statutory competitive bidding procedures for public works contracts and the City's hiring of private contractor to repair the sewer main; and

BE IT FURTHER RESOLVED, that the City Council hereby ratifies the Contract with Chemung Supply Corporation in the amount of \$42,244 for the services rendered in connection with repairs to the bridge rail on Mountain Lane.

City of Beacon Workshop Agenda
7/9/2018

Title:

COB Identification Cards

Subject:

Background:

ATTACHMENTS:

| Description | Type |
|----------------------------------|-----------------|
| City of Poughkeepsie LL Muni IDs | Backup Material |

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.

City of Beacon Workshop Agenda
7/9/2018

Title:

COMPLUS Agreement: Parking Ticket Collection

Subject:

Background:

ATTACHMENTS:

| | |
|--------------------|-------------------|
| Description | Type |
| Resolution | Cover Memo/Letter |
| Proposed Agreement | Cover Memo/Letter |

**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2018

**RESOLUTION AUTHORIZING THE MAYOR OR CITY
ADMINISTRATOR TO SIGN AN AGREEMENT WITH COMPLUS FOR
PARKING TICKET COLLECTION**

WHEREAS, the City of Beacon desires to access a parking ticket management system and have use of the associated equipment and related software related to parking ticket processing

NOW, THEREFORE, be it resolved that the Mayor or City Administrator is authorized to sign and execute an agreement with COMPLUS to provide such services in accordance with their proposal; and

BE IT FURTHER RESOLVED, that the Agreement shall be subject to review and approval by the City Administrator and the City Attorney as to form and substance.

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

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
7/9/2018

Title:

Use & Dimensional Tables

Subject:

Background:

ATTACHMENTS:

| Description | Type |
|-------------------------|-------------------|
| Memo | Cover Memo/Letter |
| Dimensional Table Draft | Cover Memo/Letter |
| Dim Table_Existing | Cover Memo/Letter |
| Use Table_Draft | Cover Memo/Letter |
| Use Table_Existing | Cover Memo/Letter |

John Clarke Planning and Design

25 Beech Street, Rhinebeck NY 12572

jclarkeplandesign@gmail.com

845.797.4152

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**)

DRAFT 7.5.18

| Zoning District | Minimum Lot Size (see also 223-12 I) | | | | Minimum Yard | | | | Minimum Building Separation Same Lot (feet) | Maximum Height Main Bldg. (see 223-13) (stories–ft.) | Minimum Height (stories–ft.) | Maximum % Building Coverage | | Maximum Number of Units per Building | Floor Area Ratio | Zoning District | Refer Also to These Pertinent Sections | |
|-----------------------|---|--------------------------------------|--------------------|--------------|--|--------------------|--------------------|--------------------------|---|--|------------------------------|-----------------------------|-----------|--------------------------------------|------------------|-----------------------|--|--|
| | | | | | Front (feet) | Side ^a | | Rear ^a (feet) | | | | Multi-Family | All Other | | | | | |
| | Area (sq. ft.) | Area ^h per Unit (sq. ft.) | Width (feet) | Depth (feet) | | Min. (feet) | Total of 2 (feet) | | | | | | | | | | | |
| R1-120 | 120,000 | 120,000 | 250' | 350' | 75' | 50' | 100' | 75' | -- | 2½ - 35' | 1 – 12' | N. A. | 7% | 1 | -- | R1-120 | | |
| R1-80 | 80,000 | 80,000 | 150' | 200' | 50' | 30' | 70' | 50' | -- | 2½ - 35' | 1 - 12' | N. A. | 10% | 1 | -- | R1-80 | | |
| R1-40 | 40,000 | 40,000 | 150' | 150' | 50' 40' | 25' | 60' | 50' | -- | 2½ - 35' | 1 - 12' | N. A. | 15% | 1 | -- | R1-40 | | |
| R1-20 | 20,000 | 20,000 | 125' | 125' | 40' 30' | 20' | 50' | 40' | -- | 2½ - 35' | 1 - 12' | 20% | 20% | 1 | -- | R1-20 | | |
| R1-10 | 10,000 | 10,000 | 85' | 100' | 35' 25' | 15' | 40' | 35' | -- | 2½ - 35' | 1 - 12' | N. A. | 25% | 1 | -- | R1-10 | | |
| R1-7.5 | 7,500 | 7,500 | 75' | 100' | 30' 20' | 10' | 20' | 30' | -- | 2½ - 35' | 1 - 12' | N. A. | 30% | 1 | -- | R1-7.5 | | |
| R1-5 | 5,000 | 5,000 | 50' | 100' | 30' 15' | 10' | 20' | 30' | -- | 2½ - 35' | 1 - 12' | N. A. | -- | 1 | -- | R1-5 | | |
| RD-7.5 ^{d,e} | 2 acres | 7,500 | 200' | 200' | 20-35' | 25' | 50' | 50' | 70' 30' | 3 - 35' | 1 - 12' | 15% | 20% | 12 | -- | RD-7.5 ^{d,e} | | |
| RD-6 ^{d,e} | 5 2 acres | 6,000 | 3 200' | 200' | 50' | 25' | 50' | 50' | 70' 30' | 2½ - 35' | 1 - 12' | 15% | 20% | 16 | -- | RD-6 ^{d,e} | | |
| RD-5 ^{d,e} | 5,000 | 5,000 | 50' | 100' | 30' | 10' 20' | 20' 40' | 25' | 30' | 3 - 35' | 1 - 12' | 20% | 30% | 16 | -- | RD-5 ^{d,e} | | |
| RD-4 ^{d,e} | 2 acres | 4,000 | 200' | 200' | 40' | 20' | 40' | 40' | 70' 30' | 2½ - 35' | 1 - 12' | 20% | 25% | 20 | -- | RD-4 ^{d,e} | | |
| RD-3 ^{d,e} | 5,000 | 3,000 | 50' | 100' | 30' | 10' 20' | 20' 40' | 25' | 30' | 2½ 3½35-45' | 1 - 12' | 20% | 40% | 24 | -- | RD-3 ^{d,e} | | |
| RD-1.8 ^{d,e} | 5,000 | 1,800 | 50' | 100' | 30' | 10' 20' | 20' 40' | 25' | 30' | 10 ^b - 100' | 1 - 12' | 15% | 40% | -- ^c | -- | RD-1.8 ^{d,e} | | |
| RD-1.7 ^{d,e} | 5,000 | 1,700 | 50' | 100' | 30' | 10' 20' | 20' 40' | 25' | 30' | 4½ ^f - 55' ^f | 1 - 12' | 25% | 40% | 36 ^g | -- | RD-1.7 ^{d,e} | | |
| PB | | | | | As regulated in the least restrictive adjoining residential district | | | | | | | | | | | | PB | |
| OB TB | 5,000 | 5,000 ⁱ | 40' 50' | 100' | 30' 10' | 20' 10' | -- | 25' | -- | -- - 35' | -- | -- | -- | -- | 1 | OB TB | | |
| LB | -- | -- | -- | 100' | -- 15' | 20' | -- | 25' | -- | -- - 35' | -- | -- | -- | Min. Open Space | 2 | LB | | |
| GB | -- | 1,500 | -- | 100' | -- 15' | 20' | -- | 25' | -- | -- - 35' | -- | -- | -- | | 2 | GB | | |
| CMS | -- | -- | -- | 75' | 0–10' | 0' | -- | 25' | -- | 3 - 38' | 2 - -- | -- | -- | 10% | -- | CMS | Article IVD | |
| L | -- | -- | -- | 75' | 0–20' | 0-30' | -- | 25' | -- | 4 - 48' | 2 -- | -- | -- | 15% | -- | L | Article IVE | |
| FCD | 2 acres | 3,960 | -- | -- | -- | -- | -- | -- | -- | 3 - 40' | -- | 35% | | 30% | -- | FCD | Article IVC | |
| WP | 1 acre | -- | -- | -- | 10' | -- | -- | -- | -- | 2½ - 35' | -- | 20% | | -- | 0.5 | WP | Article IVA | |
| WD | 5 acres | -- | -- | -- | -- | -- | -- | -- | -- | See Art. IVA | -- | -- | | 15% | 3/2 | WD | Article IVA | |
| LI | -- | 1,500 | -- 60' | 100' | -- 20' | 20' | -- | 25' | -- | -- - 35' | -- | -- 60% | | -- 20% | 2 | LI | | |
| HI | -- | -- | -- 60' | 100' | -- 30' | 20' | -- | 25' | -- | -- 35' 40' | -- | -- 60% | | -- 20% | 2 | HI | | |

NOTES:

DRAFT 7.5.18

~~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]~~

~~ab~~ 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~~ 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.

~~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.~~

~~dk~~ 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.

~~el~~ 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 semiattached 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]~~

~~fn~~ 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]

~~go~~ 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]~~

~~hq~~ 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, Schedule of Dimensional Standards (Existing)

| Permitted Uses by District | Reference Notes | R1-x | RD-x | PB | OTB | LB | GB | CMS | L | WD | WP | FCD | LI | HI |
|-------------------------------------|------------------------|------|------|----|------|----|----|------|----|----|----|-----|------|------|
| Residential | | | | | | | | | | | | | | |
| 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 | SP | P | x | P | SP | x |
| Retail/Office/Service | | | | | | | | | | | | | | |
| Retail Business or Personal Service | | x | x | x | x | P | P | P | SP | P | x | x | P | P x |
| Office | | x | x | x | P | P | P | P | SP | P | x | P | P | P x |
| Bank or Financial Institution | | x | x | x | Px | P | P | P | x | x | x | x | P | P x |
| Retail Truck or Trailer | Subject to §223-26.3 | x | x | x | x | x | P | P | P | x | SP | x | P | P x |
| 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 | P x |
| 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 | P x |
| Adult Use | Subject to §223-20.1 | x | x | x | x | x | x | x | x | x | x | x | SP | SP |
| Food/Lodging | | | | | | | | | | | | | | |
| Restaurant or Coffee House | | x | x | x | SPx | SP | P | P | SP | P | SP | P | P x | P x |
| 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 | x P | x P |
| Bed and Breakfast | Subject to §223-24.4 | SP | SP | SP | SP | SP | SP | P | P | x | SP | P | SP | P x |
| 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 | SP x | SP x |
| Social/Community | | | | | | | | | | | | | | |
| 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 | x SP | x |
| Park/Municipal Recreation | | P | P | P | P | P | P | P | P | P | P | P | P | P x |
| Park/Preserve, Not-for Profit | With No Admission Fee | SP | SP | SP | SP | SP | SP | P | P | P | P | x | SP x | SP x |
| 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 | P x |
| Public Library | | SP | SP | SP | SP | P | P | P | x | x | x | x | P x | P x |
| Museum | | SP | SP | SP | SP | P | P | P | x | SP | x | P | P | SP x |
| 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 | P x |
| Club, Social or Athletic | Subject to §223-24.2 | SP | SP | SP | SP | SP | SP | SP | x | x | x | x | SP | SP x |
| 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 |
| Healthcare | | | | | | | | | | | | | | |
| Hospital | Subject to §223-21.1 | SP | SP | SP | SPx | SP | x | x | x | x | x | x | x | x |
| Nursing Home | Subject to §223-22 | SP | SP | SP | SPx | SP | x | x | x | x | x | x | x | x |

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

For Specific
Standards See -->

Article IVD Article IVE Article IVA Article IVA Article IVC

7.5.18 DRAFT

| Permitted Uses by District | Reference Notes | R1-x | RD-x | PB | OTB | LB | GB | CMS | L | WD | WP | FCD | LI | HI |
|-------------------------------------|----------------------------|------|------|----|-----|----|-----|-----|----|----|----|-----|------|------|
| Educational | | | | | | | | | | | | | | |
| 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 |
| Parking/Auto-Oriented | | | | | | | | | | | | | | |
| 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 |
| Industrial or Assembly | | | | | | | | | | | | | | |
| 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 |
| Other | | | | | | | | | | | | | | |
| 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 | * | * | * | * | * | * | * | * | * | * | * | * |
| Accessory Uses | | | | | | | | | | | | | | |
| 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 |

x = Prohibited Use

P = Permitted Use

SP = Special Permit Use

For Specific
Standards See -->

Article IVD Article IVE Article IVA Article IVA Article IVC

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| Permitted Uses by District | Reference Sections | R1-x | RD-x | PB | OB | LB | CB | GB | CMS | L | WD | WP | FCD | LI | HI |
|-------------------------------------|--------------------|------|------|----|----|----|----|----|------|----|----|----|-----|----|----|
| Residential | | | | | | | | | | | | | | | |
| 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 | SP | P | x | P | SP | x |
| Retail/Office/Service | | | | | | | | | | | | | | | |
| 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 |
| Food/Lodging | | | | | | | | | | | | | | | |
| 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 |
| Social/Community | | | | | | | | | | | | | | | |
| 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 |
| Healthcare | | | | | | | | | | | | | | | |
| 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 |

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For Specific
Standards See>

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| 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> |
|-------------------------------------|--------------------|-------------|-------------|-----------|-----------|-----------|-----------|-----------|------------|----------|-----------|-----------|------------|-----------|-----------|
| Educational | | | | | | | | | | | | | | | |
| 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 |
| Parking/Auto-Oriented | | | | | | | | | | | | | | | |
| 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 |
| Industrial or Assembly | | | | | | | | | | | | | | | |
| 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 |
| Other | | | | | | | | | | | | | | | |
| 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 |
| Accessory Uses | | | | | | | | | | | | | | | |
| 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 |

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7.5.18

City of Beacon Workshop Agenda
7/9/2018

Title:

Executive Session: Personnel

Subject:

Background: