



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

Mayor Randy Casale
Councilmember Lee Kyriacou, At Large
Councilmember George Mansfield, At Large
Councilmember Terry Nelson, Ward 1
Councilmember John E. Rembert, Ward 2
Councilmember Jodi M. McCredo, Ward 3
Councilmember Amber J. Grant, Ward 4
City Administrator Anthony Ruggiero

October 1, 2018
7:00 PM
City Council Agenda

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

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

Presentations:

- Cornell Local Roads Program - Build a Better Mousetrap Award
- Budget

Public Hearings:

- A public hearing to receive public comment on a proposed Local Law to amend Chapter 223, Section 61.3 of the Code of the City of Beacon concerning Public Notice Signs
- A public hearing to receive public comment on a proposed resolution amending the language in Section 223-41.21 B of the Code of the City of Beacon concerning the Linkage District

Reports:

- Council Member Amber J. Grant
- Council Member John E. Rembert
- Council Member Lee Kyriacou
- Council Member George Mansfield
- Council Member Jodi M. McCredo
- Council Member Terry Nelson
- City Administrator, Anthony Ruggiero
- County Legislators
- Mayor Randy Casale

Local Laws and Resolutions:

1. A resolution authorizing the Mayor or City Administrator to sign an agreement with Complus for parking ticket collection
2. A resolution to schedule a public hearing on October 15, 2018 to receive public comment on a proposed resolution authorizing the submission of the fiscal year 2019 Dutchess County Community Development Block Grant Program application for Green Street Park improvements and Wilkes Street Sewer Slip Lining
3. A resolution setting a public hearing for October 15, 2018 to receive public comment on a proposed local law to amend Chapter 211 of the Code of the City of Beacon concerning parking on West Main Street

Approval of Minutes:

- Approval of Minutes from September 17, 2018

2nd Opportunity for Public Comments:

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

Executive Session:

1. Executive Session: Personnel

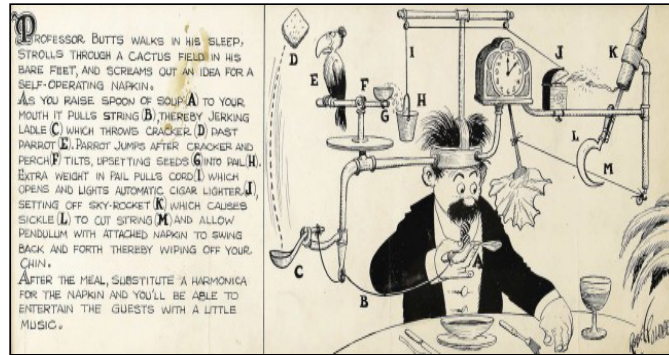
Adjournment:



Cornell Local Roads Program

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Cornell Local Roads Program



Build a Better Mousetrap Competition

Have you or one of your co-workers built an innovative gadget or developed an improved way to do a job? Well, now is the time to show off a project your agency is proud of in our Build a Better Mousetrap Competition!

We are looking for something that you, your employees, or crew designed and built; it can be anything from the development of tools or equipment modifications, to a new process that increases safety, reduces costs, improves efficiency and/or improves the quality of



Training and Events

[Workshops](#)
[Highway School](#)
[Bridge Conference](#)
[Pavement Internship](#)
[Flagging Tutorial](#)
[Build A Better
Mousetrap](#)
[Calendar](#)



transportation. Remember, we are looking for self-made creative projects developed in-house.

Winners will receive gift certificates to a hardware store of their choice. The first place winner will receive a \$50 gift certificate and 2 runners up each will receive a \$25 gift certificate. The first place winner will also be automatically entered in the national Build a Better Mouse Trap competition. All entries will be posted on our website and featured in an edition of our quarterly newsletter, *Nuggets and Nibbles* so that others may learn from all the exciting ideas.

Follow @local_roads



This work by the Cornell Local Roads Program (CLRP) is licensed under a [Creative Commons Attribution-NonCommercial-Share Alike 3.0 Unported License](#).

Questions? Give us a call at 607-255-8033 or email us at clrp@cornell.edu

Deadline

The 2017-2018 Build A Better Mousetrap Competition is now closed. Thank you to all those who entered this year!

Registration Info

2018 Registrations are now Closed.

Examples

Not sure what to submit? Check out some examples [here](#)

2017-2018 BBMT National Competition

City of Beacon Highway Department on Wins 1st Place in the National Build a Better Mousetrap Competition under the category of Inspection and Data Collection.



Winners were announced at the 2018 National LTAP Association Conference in New Orleans Louisiana. There were 26 submittals spanning 12 states in the competition.

Congratulations!!

2017-2018 BBMT Entries and State Winners

1st Place

Town of Orangetown Highway Department - [Hitch Witch](#)

2nd Place

Town of Ulster Highway Department - [Under the Guide Rail Cleaner](#)

3rd Place

City of Beacon Highway Department - [Confined Space Simulator](#)

4th Place

Town of Seneca Highway Department - [Hydraulic Snow Fence Roller](#)

Other Entries

Town of Big Flats Highway Department - [Under the Guide Rail Cleaner](#)

Town of Big Flats Highway Department - [Storm Grate Puller](#)

Town of Urbana Highway Department - [Guide Rail Maintainer](#)

Orange County Highway Department - [Paved Shoulder](#)

Town of Rochester Highway Department - [The Slider](#)

Town of Thurston Highway Department - [1957 Austin Western Roller](#)

Town of New Paltz Highway Department - [Making Winter Easy](#)

416 Riley-Robb Hall / Ithaca, NY 14853 / phone: 607-255-8033 / fax: 607-255-4080 / email: clrp@cornell.edu

Cornell Local Roads Build a Better Mousetrap Competition Entry Form

Agency Name: City of Beacon

Contact Person: Reuben Simmons

Contact Phone #: (845) 220-6227

Contact Email: highway@cityofbeacon.org

Address: 1 Municipal Plaza
Beacon, NY 12508

Entry Title: Confine Space Simulator

Describe the problem/issue that lead to the idea.

The ability to plan annual training without weather interruptions
Provide safer training, The need to train larger groups in one session
Reduce time loss of traveling to alternate site location

Describe your solution, innovation or idea:

Contraption made with access to confine space mock of a manhole. We set up a tripod over the hole, drop in our smell meter. Go over the checklist with the employees.
Simulator shown with a window alternate for Fire Department required training (Bailout)

What labor, equipment and materials were used?

Approx. 32 man hours
Skill saw, Router, Belt Sander, Drill
2 x 4, 2 x 6, plywood, nails, nuts, bolts, threaded rod

What was the cost, if any?

approx: \$1500 in Material

What savings/benefits did this idea bring to your Community?

More trained employees to provide the best service to our ability to the community. Adequate training to educate employee on the safety precautions to take when entering confine spaces. Allows us to train more employees in a single session safely. Cuts down the travel and down time from our previous training schedule.

Please attach pictures and any additional information you need to describe the project with this form

*Return your completed form to The Cornell Local Roads Program
Email: clrp@cornell.edu | fax: 607-255-4080*

*Or mail to: Cornell Local Roads Program
416 Riley Robb Hall
Ithaca NY, 14853*

*Questions? Please contact us at 607-255-8033 or clrp@cornell.edu
Thank you for your submission to the 2018 Build a Better Mouse Trap Competition.*



FIRE DEPARTMENT

**13 South Avenue
Beacon, New York 12508
(845) 765-0899**

To: Reuben Simmons, Jr.
From: Chief Gary Van Voorhis
Date: December 26, 2017
Subject: Thoughts on the "Confined Space Simulator" contraption

The City of Beacon Fire Dept is designated as the Confined Space rescue team for all confined spaces within the City of Beacon as outlined in the Confined Space Policy of September 2010 written by Michael Davis. The initial purpose and design of the prop in question was to allow Fire Dept training on such Confined Space Rescues in both horizontal and vertical directions. This training is required both initially for all new FD members as well as annually as outlined in OSHA 29 CFR 1910.156.

The prop is also used annually for All City employees that may have to enter such a Confined Space for routine work to demonstrate proper safety operations, initial rescue attempts as well as familiarization with what Fire Dept Rescue Operations will be undertaken to rescue them. There are many City employees, as well as outside contractors, that routinely enter such Confined Spaces and as such are required to notify the FD of such activities. Through shared services, the portability of the prop has also allowed the City of Newburg FD the opportunity to utilize it for training evolutions.

Subsequent modifications to the simulator were made to include an add-on window prop for training on Emergency egress by firefighters. Firefighter Survival skills such as the head first ladder bail and the NYS 12NYCRR 800.7 required rope bailout system can be practiced at a reasonable height with allowance for additional safety systems in place. This training is required by law to be completed annually for all Interior Firefighters.

Some "standard" Interior firefighter training in the use of SCBA can also be accomplished with the prop. Traversing up and down stairs with limited visibility and proper weight distribution, room orientation, locating window and doorways, restricted opening SCBA maneuvers, laddering and window entry

Additional training evolutions have been conducted on FAST, Firefighter Assist Search Tactics, to rescue an Interior firefighter in distress from building collapse, loss of air, medical emergencies, trapped by fire, etc. Scenarios include moving a firefighter up or down the stairs, out an upper story window, or up through a simulated floor that has burned through or collapsed.

With the ability to remove the upper deck safety railings, simulated elevator rescue scenarios have also been accomplished. This allows training in a safe environment without any disruption to an actual in-service elevator at a site within the City of Beacon.









Beacon Highway Department Wins Award

By Site Editor on May 11, 2018 · No Comment

Confined Space Simulator recognized for innovation

The Beacon Highway Department placed third in a statewide Build a Better Mousetrap Competition sponsored by the Cornell Local Roads Program.



The Confined Space Simulator

The contest calls for highway and public works departments to share creative innovations that solve everyday problems. Entries are judged on cost, implementation, transferability and commonality of the problem solved.

The Beacon department entered a Confined Space Simulator that allows it to conduct indoor confined space training for large groups. The simulator is portable and has been utilized by the Beacon Fire Department and nearby municipalities through a shared services agreement. The department's entry can be [viewed online](#) in PDF format.



The Confined Space Simulator

The Cornell Local Roads Program provides technical assistance and training to highway and public works departments across the state to improve the quality and safety of roads and streets.

Current

*Beacon Highway Department Wins Award added by **Site Editor** on May 11, 2018*

View all posts by Site Editor →

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DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 223, SECTION 61.3 OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to
amend Chapter 223,
Section 61.3 of the
Code of the City of
Beacon concerning
Public Notice Signs.

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

Section 1. Chapter 223, Section 61.2 entitled “Hearing Notice Requirements, Subsection C of the Code of the City of Beacon is hereby amended as follows:

§ 223-61.2 Hearing notice requirements.

...

C. Public notice signs.

- (1) The applicant shall post one notification sign on the subject property, or in the case of a corner lot post a notification sign on both abutting streets, no later than 14 days prior to the initial public hearing and any continued public hearing thereafter. The applicant shall update said sign at least 14 days prior to every public hearing which the applicant's matter will be heard. The Building Inspector may require, in his or her discretion, the applicant to post an additional public notice sign, based on topography of the surrounding land, parcel size and shape, or any other factors the Building Inspector, in his or her discretion, feels may impact effective public notice.
- (2) Such sign shall be at least ~~three-two~~ feet by ~~four-three~~ feet in size, consist of sturdy and serviceable material containing a white background with black letters and be placed in a location visible from the most commonly traveled street or highway upon which the property fronts, or in the case of a corner lot on both streets, but in no case more than 20 feet back from the front lot line. Such sign shall read as follows, in legible lettering with the heading at least five inches in height and the content at least two inches in height:

PUBLIC NOTICE
A PUBLIC HEARING FOR A [application type] APPLICATION WILL BE
HELD BY THE CITY OF BEACON [City Council, Planning Board, or Zoning
Board of Appeals]
ON [insert date] AT [insert time] P.M.
AT THE CITY OF BEACON CITY HALL,
1 MUNICIPAL PLAZA, BEACON, NY
ADDITIONAL INFORMATION IS AVAILABLE AT THE BEACON
BUILDING DEPARTMENT
(845) 838-5020

- (3) In the event that the applicant shall appear before more than one board, the sign shall be appropriately revised to reflect the time and place of each board's meeting. At least two working days before the public hearing, the applicant shall also submit to the secretary of the applicable board a signed affidavit certifying to the fact and date of said posting.
- (4) The applicant shall, in good faith, maintain the public notice sign in good condition throughout the posting period.
- (5) The applicant shall remove the notification sign within five days of the adoption of any resolution concerning the application.

Section 2. Ratification, Readoption and Confirmation

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

Section 3. Numbering for Codification

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

Section 4. Severability

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such

person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 6. Effective Date

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

DRAFT



Memorandum

Planning Board

TO: Mayor Randy Casale and City Council Members

FROM: Etha Grogan
for Planning Board Chairman Sheers and Planning Board Members

RE: Review Proposed Local Law Amending Chapter 223, Section 61.3 Concerning
Public Notice Signs

DATE: September 12, 2018

At the September 11, 2018 Planning Board meeting, members reviewed proposed amendments to Chapter 223, Section 61.3 concerning public notice signs as requested. A comprehensive review and discussion about the proposed amendments took place with City Attorney Jennifer Gray. Members agreed with posting notification signs on both sides of a property on a corner lot, however recommended signs be posted on all street frontages in the case a corner property abuts more than two streets. In this regard, it is recommended that the amended language read as follows, "...or in the case of a corner lot post a notification sign on all abutting streets..."

Should you have any questions or require additional information, please feel free to contact me.

City of Beacon Council Agenda
10/1/2018

Title:

A public hearing to receive public comment on a proposed resolution amending the language in Section 223-41.21 B of the Code of the City of Beacon concerning the Linkage District

Subject:

Background:

ATTACHMENTS:

Description	Type
LL Linkage	Local Law
PB memo Linkage District	Backup Material

LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW AMENDING CHAPTER 223, Article IVE, Section 41.21
OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapter 223, Article IVE, Section 41.21 of the Code of the City of Beacon regarding the Linkage District Regulations for Uses that require a Special Permit.

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

Section 1. Chapter 223 of the City Code, Article IVE entitled “Linkage District (L),” Section 41.21, Subsection B is hereby amended as follows:

§ 223-41.21 Regulations.

....

B. Uses by special permit.

(1) The following uses are allowed in existing buildings as permitted uses. For newly constructed buildings, the following uses are allowed by special permit from the Planning Board, upon a finding that the proposed use is consistent with the City of Beacon Comprehensive Plan, will enhance the architectural character of the street, and will contribute to creating a more urban, pedestrian-friendly quality in the L District, and that the conditions and standards in § 223-18 B(1)(a) through (d) have been met:

(a) Retail, personal services business or restaurant, coffee house, retail sales from trucks or trailers in accordance with § 223-26.3 or other establishment that serves food, with or without alcoholic beverages, provided that:

[1] The floor area of each such establishment is not greater than 5,000 square feet;

[2] The use is within 400 feet of the Route 9D-Beekman Street intersection, as identified on the Zoning Map, or located along the north side of West Main Street between Beekman Street and River Street; and

- [3] The Planning Board finds that there are no substantial detrimental effects on parking, traffic or on the character of surrounding neighborhoods or the community.
- (b) Office and manufacturing uses, including but not limited to microbreweries, microdistilleries, wineries and other food preparation businesses, with or without tasting rooms, that may also sell goods made on the site for consumption off the premises, provided that:
 - [1] The total office or manufacturing floor area of the building is no greater than 25,000 square feet;
 - [2] The use is on West Main Street or the use is within 400 feet of the Route 9D-Beekman Street intersection as identified on the Zoning Map; and
 - [3] The Planning Board finds that there are no substantial detrimental effects on parking, traffic or on the character of surrounding neighborhoods or the community.
- (2) In considering the appropriateness of the proposed use, the Planning Board shall consider impacts on shadows, traffic, and parking and may impose traffic and parking mitigation measures, including but not limited to provision of pedestrian walkways and stairways on site. When making a decision on a special permit, the Planning Board shall follow the procedures indicated in § 223-41.21 H(2) of this chapter.

Section 2. Ratification, Readoption and Confirmation

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

Section 3. Severability

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 4. Effective Date

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



Memorandum

Planning Board

TO: Mayor Randy Casale and City Council Members

FROM: Etha Grogan
for Planning Board Chairman Sheers and Planning Board Members

RE: Review Local Law Amending Chapter 223, Article IVE, Section 41.21 Regarding
Linkage (L) District Regulations

DATE: September 12, 2018

At the September 11, 2018 Planning Board meeting, members reviewed proposed amendments to Chapter 223, Article IVE, Section 41.21 regarding the Linkage District Regulations for uses that require a Special Use Permit as requested. A comprehensive review and lengthy discussion about the proposed amendments took place with City Attorney Jennifer Gray and Building Inspector Tim Dexter.

After careful consideration of the purpose of proposed amendments, members voted unanimously to recommend the City Council adopt the changes as presented as they make good planning sense. Should you have any questions or require additional information, please feel free to contact me.

City of Beacon Council Agenda
10/1/2018

Title:

A resolution authorizing the Mayor or City Administrator to sign an agreement with Complus for parking ticket collection

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso_Complus	Resolution
Complus Agreement	Agreement

**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 Council Agenda
10/1/2018

Title:

A resolution to schedule a public hearing on October 15, 2018 to receive public comment on a proposed resolution authorizing the submission of the fiscal year 2019 Dutchess County Community Development Block Grant Program application for Green Street Park improvements and Wilkes Street Sewer Slip Lining

Subject:

Background:

ATTACHMENTS:

Description

Reso_PH_CDBG_2019

Type

Resolution



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. OF 2018**

**A RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR OCTOBER 15,
2018 TO RECEIVE PUBLIC COMMENT ON A PROPOSED RESOLUTION
AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2019 DUTCHESS
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION FOR GREEN STREET PARK IMPROVEMENTS AND WILKES
STREET SEWER SLIP LINING**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby schedules a public hearing to receive public comment on a proposed resolution authorizing the submission of the fiscal year 2019 Dutchess County Community Development Block Grant Program application for Green Street Park improvements and Wilkes Street Sewer Slip Lining.

Resolution No. _____ of 2018

Date: 2018

- ☐ Amendments
☐ Not on roll call
☐ On roll call

- ☐ 2/3 Required
☐ 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 J. Casale					
Motion Carried							

City of Beacon Council Agenda
10/1/2018

Title:

A resolution setting a public hearing for October 15, 2018 to receive public comment on a proposed local law to amend Chapter 211 of the Code of the City of Beacon concerning parking on West Main Street

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso_parking	Resolution
LL Parking_West Main	Cover Memo/Letter
Map_West Main	Backup Material



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. _ OF 2018**

**RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR OCTOBER 15, 2018
TO RECEIVE PUBLIC COMMENT ON A PROPOSED LOCAL LAW TO
AMEND CHAPTER 211 OF THE CODE OF THE CITY OF BEACON
CONCERNING 30-MINUTE PARKING ON WEST MAIN STREET**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby schedules a public hearing to receive public comment on a proposed Local Law to amend Chapter 211 of the Code of the City of Beacon concerning 30-minute parking on West Main Street.

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

DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 211 OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to amend Chapter 211 of the Code of the City of Beacon concerning parking on West Main Street.

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

Section 1. Chapter 211, Section 17, Subsection B of the Code of the City of Beacon entitled “Time limit parking” is hereby amended as follows:

§211-17 Time limit parking.

- B. Time Limit Parking. In accordance with the provisions of Subsection A, no person shall park a vehicle for longer than the time limit shown upon any of the following described streets or parts of streets:

Name of Street	Side	Time Limit; Hours/Days	Location
Bank Street	East	4 hours; 6:00 a.m. to 6:00 p.m./weekdays	From West Main Street to Tompkins Avenue
Beekman Street	West	2 hours; all/all	From River Street to a point 200 feet south
Branch Street	North	4 hours; 6:00 a.m. to 6:00 p.m./weekdays	Entire length

Buchanan Street	West	2 hours; 7:00 a.m. to 3:00 p.m./Mon. through Fri. during school session	Entire length
Conklin Street	South	2 hours	Between Fishkill Avenue and Mead Avenue
East Main Street		2 hours; 9:00 a.m. to 5:00 p.m.	From Main Street to Leonard Street
Eliza Street	Both	2 hours	From Main Street to Church Street
Ferry Street	North	4 hours/Mon. through Fri.	Entire length
High Street	Both	4 hours; 6:00 a.m. to 6:00 p.m./weekdays	Entire length
Main Street	North	2 hours; 9:00 a.m. to 5:00 p.m./all	From Route 9D to North Street
Main Street	South	2 hours; 6:00 a.m. to 6:00 p.m./Mon. through Fri.	From a point 300 feet west of the intersection with Beekman Street to the westerly terminus of Main Street
Main Street	South	2 hours 9:00 a.m. to 5:00 p.m./all	From Route 9D to South Street
Main Street	South	4 hours 9:00 a.m. to 5:00 p.m./all	Diagonal parking from South Street to East Main Street
Main Street	West	No restrictions; all/all	From North Street to Herbert Street

Ralph Street	Both	4 hours; 6:00 a.m. to 6:00 p.m./weekdays	Entire length
Riverfront Park	--	4 hours; all/Mon. through Fri.	Entire parking lot
River Street	Both	4 hours; 6:00 a.m. to 6:00 p.m./weekdays	From West Main Street to Beekman Street
River Street	East	2 hours; all/all	From Beekman Street to Lower Main Street
Tilden Avenue	Both	2 hours; 7:00 a.m. to 3:00 p.m./Mon. through Fri. during school session	From Buchanan Street to Van Buren Street
Tompkins Avenue	Both	4 hours; 6:00 a.m. to 6:00 p.m./weekdays	Entire length
Van Buren Street	Both	2 hours; 7:00 a.m. to 3:00 p.m./Mon. through Fri. during school session	Entire length
West Church Street	Both	4 hours; 6:00a.m. to 6:00 p.m./weekdays	Entire length
West Main Street	Both <u>North</u>	4 hours; 6:00 a.m. to 6:00 p.m./weekdays	Entire length <u>From a point 270 feet west of the “no parking here to the corner” sign to the terminus of West Main Street</u>
<u>West Main Street</u>	<u>South</u>	<u>4 hours; 6:00 a.m. to 6:00 p.m./weekdays</u>	<u>From a point 260 feet west of the “no parking here to the corner” sign to the terminus of West</u>

Main Street

West Main Street

North

30 minutes; all/all

**To a point 270 feet
west of the “no
parking here to the
corner” sign**

West Main Street

South

30 minutes; all/all

**To a point 260 feet
west of the “no
parking here to the
corner” sign**

Section 3. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 4. Numbering for Codification

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

Section 5. Severability

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 6. Effective Date

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

Google Maps Beekman St & W Main St



© 2018

Brett's True Value
Brett's

The CineHub

Beekman St

Beekman St

Beekman St

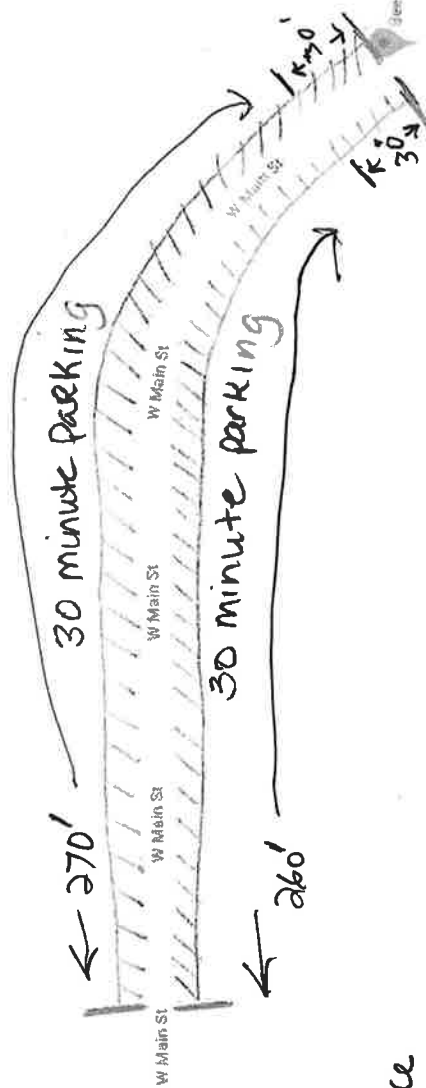
Beekman St

Beekman St & W Main St

Beekman St

Google

W Main St



Residence

City of Beacon Council Agenda
10/1/2018

Title:

Approval of Minutes from September 17, 2018

Subject:

Background:

ATTACHMENTS:

Description
Minutes_Sept_17

Type
Minutes

CALL TO ORDER

Mayor Casale called the meeting to order at 7:00 PM

PLEDGE OF ALLEGIANCE

Mayor Casale led the Pledge of Allegiance

A moment of silence was observed for those who serve and have served in the United States military

ROLL CALL

Present:

Councilmembers Lee Kyriacou, At Large (LK); Terry Nelson, Ward One (TN); John Rembert, Ward Two (JR); Jodi McCredo, Ward Three (JM); Amber Grant, Ward Four (AG) and Mayor Randy Casale (RC) **Total: 6, quorum present**

Also Present:

City Administrator Anthony Ruggiero (AR); City Attorney Nick Ward-Willis (NWW)

Excused:

George Mansfield, At Large (GM)

1ST OPPORTUNITY FOR PUBLIC COMMENT

Speakers:

- Lou Amoroso spoke about the need for guardrails on Verplank and high hedges impeding visibility of house numbers for emergency purposes and sight lines at corners for drivers throughout the City.
- Peggy Ross spoke about the benefits of Accessory Dwelling Units and asked the Council to consider them when Zoning Tables are discussed
- Theresa Kraft spoke about the negative aspects of development

PUBLIC HEARING

- **A public hearing to receive public comment on a Special Use Permit application for the HIP Lofts project**

Speakers:

- Jennifer Van Tuyl presented a summary of the project and amended Special Use Permit request.
- Thomas Gallagher spoke in favor of the project
- John Milano spoke in favor of the project
- Lou Amoroso asked what makes an environmental impact
- NWW explained the SEQR process and significant adverse environmental impacts
- Theresa Kraft asked how the Council will ensure the applicant is held to the promise of no additional development
 - Motion made by JR, seconded by JM to **close the public hearing**. The motion was carried unanimously by voice vote.

- **A public hearing to receive public comment on a Special Use Permit Application for 21 South Avenue**

Speakers:

- Tomasz Mlynarski, architect on the project reviewed the plans
- Melissa Holland asked about parking
- Barry Donaldson spoke about the former uses of the building
- Maggie Yarnis spoke in support of the project
 - Motion made by TN, seconded by JR to **close the public hearing**. The motion was carried unanimously by voice vote.

COUNCIL REPORTS

- AG- no report
- JR – will be at Forrestal Heights on Saturday from 3:30 to 4:30 PM to register voters

- LK – agreed with earlier speaker that hedges and sight distances are an issue along 9D and need to be considered; would like the Council to consider micro housing/ADU's when discussing the Zoning Tables; and discussed what he would do if an employer and ICE showed up at his home.
- GM – excused
- JM – no report
- TN –will be at Hamilton-Fish Plaza on September 22nd at 10 AM for When We All Vote voter registration event.
- AR – no report
- RC – October 17th 7:00 PM at City Hall there will be a forum on tenant's and landlord rights, information is available on the COB website (<http://www.cityofbeacon.org/Government/community-resources.htm>) ; announced the ridership numbers for the B-Free Loop Bus – August 22nd – Sept 11th in 2017 (before it became the B-Free bus) 177 people rode, this year during same time frame 2250 people rode the bus; and reminded public about the Spirit of Beacon Day on September 30th.

LOCAL LAWS AND RESOLUTIONS

1. A resolution appointing Police Officer Ruffolo

- A **motion was made** by AG, seconded by JR **to adopt**. The **motion was carried** unanimously by roll call vote.

2. A resolution appointing Police Officer Sequist

- A **motion was made** by TN, seconded by JM **to adopt**. The **motion was carried** unanimously by roll call vote.

3. A resolution granting a special use permit for 21 South Avenue

- A motion was made by TN **to adopt**, seconded by JR. The **motion was carried** unanimously by roll call vote.

4. A resolution awarding the contract for the Beekman Street Bridge Joint Repairs to A. Servidone/B. Anthony Construction Corp., JV

- A **motion was made** by TN, seconded by AG **to adopt**. The **motion was carried** unanimously by voice vote.

APPROVAL OF MINUTES

- A **motion was made** by JR, seconded by AG **to approve** the minutes from September 4, 2018. The **motion was carried** unanimously by voice vote.

2ND OPPORTUNITY FOR PUBLIC COMMENT

Speakers - none

ADJOURNMENT

- A **motion was made** by JR, seconded by JM to adjourn. **Motion was carried** unanimously by voice vote. **Meeting was adjourned at 7:37 PM.**

Next Council Meeting is Monday October 1, 2018 at 7:00 PM.

Next Council Workshop is September 24, 2018 at 7:00 PM.

A video recording of this meeting in its entirety can be found here -<http://www.cityofbeacon.org/Government/videos.htm>

Submitted by Lisa Edelson

City of Beacon Council Agenda
10/1/2018

Title:

Executive Session: Personnel

Subject:

Background: