



**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

February 4, 2019
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.

Public Hearings:

- Public Hearing on Proposed Local Law to Amend Section 223-24.5, Wireless Telecommunication Services Facilities; Section 23-25, Site Development Plan Approval; Section 26.4, Small Cell Wireless Telecommunications Facilities; And Section 223-63, Definitions of the Code of the City of Beacon
- Public Hearing on Capital Plan

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. Resolution Confirming the Reappointment of David Jensen to the Zoning Board of Appeals
2. Resolution Confirming the Reappointment of Robert Lanier to the Zoning Board of Appeals
3. Resolution Confirming the Reappointment of Gary Barrack to the Planning Board
4. Resolution Confirming the Reappointing of Jill Reynolds to the Planning Board
5. Resolution Confirming the Reappointment of J. Randall Williams to the Planning Board
6. Resolution Appointing Michael Manzi as Superintendent of Streets
7. Resolution Authorizing A Dog Housing Control Agreement With Dutchess County
8. Resolution Rejecting University Settlement Pool Improvement Bids
9. Resolution Accepting River Ridge Performance Bond
10. Resolution Authorizing a Stormwater Control Facility Maintenance Agreement and Easement Regarding 32 Alice Street
11. Resolution Authorizing Sale of COB Property Adjacent to 790 Wolcott Avenue
12. Resolution Authorizing Contract With Beacon Residential LLC for Improvements to Green St. Park

2nd Opportunity for Public Comments:

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

Adjournment:

DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO
AMEND SECTION 223-24.5, WIRELESS TELECOMMUNICATION
SERVICES FACILITIES;
SECTION 23-25, SITE DEVELOPMENT PLAN APPROVAL;
SECTION 26.4, SMALL CELL WIRELESS TELECOMMUNICATIONS
FACILITIES; AND SECTION 223-63, DEFINITIONS OF THE CODE OF
THE CITY OF BEACON**

A LOCAL LAW to
amend Sections 223-
24.5; 223-25, 223-26.4
and 223-63 of Code of
the City of Beacon,
concerning Wireless
Telecommunication
Services Facilities.

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

SECTION 1. Section 223-24.5 of the Code of the City of Beacon entitled “Wireless Telecommunication Services Facilities” is amended as follows:

§ 223-24.5. Wireless telecommunication services facilities.

A. Statement of intent and objectives.

- (1) The City Council has determined that the establishment of zoning provisions to institute minimum standards for wireless telecommunications services facilities shall be among the legislative purposes of the Zoning Law of the City of Beacon and is in accordance with the goals, objectives and policies of the City's Development Plan.
- (2) The purpose of these special regulations is to reasonably control the location, construction and maintenance of wireless telecommunications services facilities in order to encourage the siting of said facilities in nonresidential areas and to protect, to the maximum extent practicable, aesthetic impacts, the open space character of portions of the City of Beacon, the property values of the community, and the health

and safety of citizens, while not unreasonably limiting competition among telecommunication providers.

- B. Use. Except as provided hereinafter, no wireless telecommunication services facility shall be located, constructed or maintained on any lot, building, structure or land area in the City of Beacon unless a special use permit has been issued in conformity with the requirements of this chapter and all other applicable regulations.
- C. Exemptions. The provisions of this section shall not apply to (1) wireless telecommunication services facilities that obtain a small cell permit from the Planning Board pursuant to § 223-26.4, or (2) unlicensed wireless telecommunication services facilities installed wholly within a principal or accessory building, such as but not limited to baby monitors, heart monitors, garage door openers and burglar alarm transmitters, and serving only that building.

D. Special use permit application.

(1) An application for approval of a wireless telecommunication services facility shall be submitted on the relevant forms for special use permit approval and shall be jointly filed by the operator of the wireless telecommunication services facility and the owner of the property on which such facility is proposed to be located.

(2) The special use permit application shall contain the following:

- (a) A site development plan showing applicant's entire property and adjacent properties and streets, at a convenient scale. The site development plan shall also describe any new proposed structure and antenna(s) and all related fixtures, accessory equipment, appurtenances and apparatus, including but not limited to height above preexisting grade, materials, color and lighting;
- (b) The location, size, and height of all existing and proposed structures on the property which is the subject of the application;
- (c) The applicant's name, address, telephone number, and e-mail address;
- (d) The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the special use permit application;
- (e) A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
- (f) The location of the nearest residential structure;

- (g) Identify and disclose the number and locations of wireless telecommunication services facilities that the applicant has installed or locations the applicant has considered in the past year within the City;
- (h) A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance;
- (i) Identify all existing and proposed wireless telecommunication services facilities which impact upon the service area covering the City of Beacon, including but not limited to topographic maps of the City with service coverage and service gap grids and all proposed as well as other functionally acceptable locations for such facility(ies);
- (j) The operator of the wireless telecommunication services facility shall submit a certificate of public utility, unless it can be demonstrated to the satisfaction of the City Council that the operator of such facility is exempt from such requirement pursuant to New York State law;
- (k) Where the owner of the property on which a wireless telecommunication services facility is proposed contemplates that such property may be used for the installation of two or more such facilities, the property owner shall submit a conceptual master plan identifying the total number and location of such facilities; and
- (l) Any application for a wireless telecommunication services facility shall include a statement and appropriate documentation demonstrating that City-owned sites, buildings and structures and the City's existing facilities inventory have been reviewed to the extent relevant to provide wireless telecommunication services facility in the area which is the subject of such application and that all reasonable efforts have been made to locate or collocate such facility on all City-owned sites, buildings and structures and on all sites identified in such existing facilities inventory within the service area.
- (m) Any amendment to information contained in a special use permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.
- (3) The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.
- (4) No wireless telecommunication services facilities shall be installed, constructed or modified until the application is reviewed and approved by the City Council and the special use permit has been issued.

(5) As a condition of special use permit approval, the applicant shall be required to provide a written agreement, in recordable form suitable for filing and prepared to the satisfaction of the City Attorney, acknowledging that it shall be required to allow the ~~co-location~~ collocation of other future wireless telecommunication service facilities at fair market cost, unless otherwise unreasonably limited by technological, structural or other engineering considerations.

(6) The applicant and all future owners of the premises and the wireless telecommunication services facility shall at all times keep on file in the office of the City Clerk the name, address, and telephone number of the owner and operator of such facility and of at least one individual who shall have authority to arrange for the maintenance of the premises and facility and who shall be authorized to accept service of notices and legal process on behalf of the owner and operator(s) of the premises and facility and to bind the owner to any settlement, fine, judgment, or other disposition (other than incarceration) which may result from any civil or criminal action or proceeding instituted by the City against such owner and/or operator(s).

E. Every application for a small cell wireless telecommunication services facility shall be referred to the Planning Board for report and recommendation thereon before the public hearing required by law. Within 30 days of the date of the first Planning Board meeting on or after the date of referral, the Planning Board shall forward its recommendation to the City Council and the applicant, and shall indicate whether the application should be approved, disapproved or approved with modifications and shall specify what modifications, if any, are necessary.

F. Application fees. At the time an applicant submits an application for a wireless telecommunication services facility, such applicant shall pay a nonrefundable application fee in an amount as determined by the City Council and set forth in the City of Beacon fee schedule, in addition to any other fee required by law.

G. Reimbursement for the use of the public right-of-way. In addition to permit application fees, every wireless telecommunication services facility located in the public right-of-way is subject to the City's right to fix annually a fair and reasonable fee to be paid for use and occupancy of the public right-of-way. The annual fee for use of the public right-of-way shall be set forth in the City of Beacon fee schedule.

D.H. Location and access.

(a)(1) Subject to the City Council's review and evaluation of technological, structural, safety and financial considerations associated with alternative locations for the siting of wireless telecommunication services facilities, the ~~following~~ locational priorities shall apply in the order specified set forth below are, consistent with the City's obligation to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City.

(2) Applications for small cell wireless facilities shall locate, site and erect said facility in accordance with the following priorities, (a) being the highest priority and (f) being the lowest priority.

(a) On the roof of any City-owned or federal, state or local government owned buildings or structures.

(b) Location on privately owned buildings.

(c) Location on existing City-owned utility poles.

(d) Location on City-owned infrastructure on private poles.

(e) Location on City-owned property, where there is no existing pole.

(f) Location on privately owned utility poles.

(3) Applications for all non-small cell wireless facilities shall locate, site and erect said facility in accordance with the following priorities, (a) being the highest priority and (g) being the lowest priority:

(a) On-Collocation on existing wireless telecommunication services facilities on lands owned or controlled by the City; City-owned or City Housing Authority-owned sites, buildings and structures.

(b) Co-loc

(b) Collocation on a site with existing wireless telecommunication services facilities in the City; an existing wireless telecommunication services facility or radio tower, as identified on an inventory of existing facilities which shall be maintained by the City (the "existing facilities inventory"). Co-location Collocation shall be required unless it has been demonstrated to the satisfaction of the City Council that:

[1] None of the sites identified on the existing facilities inventory within the service area can accommodate the proposed wireless telecommunication services facility in a reasonable financially and technologically feasible manner consistent with the wireless communications service carrier's system requirements;

[2] None of the sites identified on the existing facilities inventory within the service area can accommodate the proposed wireless telecommunications services facility with respect to structural or other engineering limitations, including frequency incompatibilities; or

~~(3)~~ The owners of the sites identified on the existing facilities inventory within the service area lawfully refuse to permit the applicant's use of the site.

~~(a)~~(c) On sites, buildings and structures located in the HI and LI Zoning Districts.

~~(b)~~(d) On sites, buildings and structures in the PB, ~~HB~~, OB, LB and GB Zoning Districts.

~~(c)~~ On sites, buildings and structures in the ~~GB-CMS~~ Zoning District.

~~(f)~~ On sites, buildings and structures in Residential Zoning Districts.

~~(e)~~(g) On sites, buildings and structures in the WD, WP, or Historic District and Landmark Overlay Zone.

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

~~(2) Except for collocation on an existing wireless telecommunication services facility or radio tower identified on the existing facilities inventory and except for location on a building (and the premises thereof) which is at least nine stories in height, new wireless telecommunication services facilities shall not be located in the WD, WP and Residential Zoning Districts, nor in the Historic District and Landmark Overlay Zone.~~

~~(3)~~(5) Wherever possible, new wireless telecommunication services facilities shall be in the form of antennas attached to an existing building or structure and/or shall be in the form of stealth structures. Lattice towers shall be the structures of last resort.

~~(4)~~(6) All new wireless telecommunication services facilities and premises shall be of proper size, location and design to accommodate ~~co-location~~ collocation of other service providers' facilities, unless otherwise permitted by the City Council. To the maximum extent practicable, existing roadways shall be used to provide access to the site of a wireless telecommunication services facility.

~~(5)~~(7) An applicant may not bypass a site of higher priority by stating the site presented is the only site leased or selected. An application shall address ~~collocation~~ collocation as an option and, if such option is not proposed, the applicant must explain why collocation is commercially or otherwise impracticable.

~~(6)(8)~~ Notwithstanding the above, wireless telecommunication services facilities are permitted in all zoning districts in the City of Beacon. The City Council may approve any site located within the City, provided the City Council finds that the proposed site is in the best interest of the health, safety and welfare of the City and its inhabitants.

~~E.H.~~ Setbacks. Wireless telecommunication services facilities, except those structurally mounted to an existing building or structure, shall be located not less than two times the otherwise applicable setback requirements for principal structures for the district in which the property is located, or not less than the height of the facility plus the otherwise applicable setback requirements for principal structures for the zoning district in which the property is located, whichever shall be greater. Wireless telecommunication services facilities structurally mounted to the roof of an existing building or structure shall be set back at least 15 feet from the edge of the roof along any street frontage from the side of the building or structure so as to minimize its visibility, but in no case less than 10 feet unless a stealth design is proposed, in which case the City Council may waive or modify this requirement the City Council makes a written determination that such designs are not necessary or feasible.

~~F.I.~~ Height limitations. Notwithstanding the following height limitations, in no case shall a wireless telecommunication services facility exceed the minimum height reasonably necessary to accomplish the purpose it is proposed to serve.

- (1) The height of any antennas, or other associated equipment, structurally mounted as part of a wireless telecommunication services facility shall not ~~exceed by~~ be placed more than 15 feet above the highest point of the existing structure on which such antennas or equipment is affixed.
- (2) The height of any monopole or tower utilized in a wireless telecommunication services facility shall not exceed 150 feet in height measured from the highest point of such facility to the finished grade elevation of the ground immediately adjacent to the structure.
- (3) Applicants must submit documentation justifying the total height.

~~J.~~ Visual mitigation. The applicant/provider shall prepare a visual impact assessment of the proposed wireless telecommunication services facility based upon appropriate modeling, photographic simulation and other pertinent analytical techniques as required by the City Council.

- (1) All wireless telecommunication services facilities shall be sited so as to have the least adverse visual effect on the environment and its character, on existing vegetation and on the residents in the area of the wireless telecommunication services facility.

~~(2)~~ Landscaping and/or other screening and mitigation, including but not limited to architectural treatment, stealth design, use of neutral or compatible coloring and materials, or alternative construction and transmission technologies, shall be required to minimize the visual impact of such facility from public thoroughfares, important viewsheds designated by the City Council or listed in the City's Comprehensive Plan, ~~vantage points~~ and surrounding properties to the extent practicable, as determined by the City Council.

~~(3)~~ No signs shall be erected on any wireless telecommunication services facility except as may be required by the City Council for security or safety purposes.

~~(4)~~ All equipment enclosures and storage buildings associated with the wireless telecommunication services facilities shall be consistent or compatible with adjacent buildings in terms of design, materials and colors and shall be appropriately landscaped.

~~G.(5)~~ All special use permit applications for wireless telecommunication services facilities shall contain a demonstration that the facility is sited as to have the least adverse visual effect on the environment and its character, on existing vegetation and on the residences in the area of the wireless telecommunication services facilities.

~~H.K.~~ Materials. A wireless telecommunication services facility shall be of galvanized finish or painted gray or another neutral or compatible color determined to be appropriate for the proposed location of such facility in the reasonable judgment of the City Council. The mountings of wireless telecommunication antennas shall be nonreflective and of the appropriate color to blend with their background.

~~H.L.~~ Lighting. The wireless telecommunication services facility shall not be artificially lighted unless otherwise required by the Federal Aviation Administration or other federal, state or local authority.

~~J.M.~~ Operational characteristics. Unless otherwise superseded by the Federal Communications Commission (FCC), the design and use of the proposed wireless telecommunication services facility, including its cumulative impact with other existing and approved facilities, shall be certified to conform to the maximum NIER exposure standards promulgated by the FCC, as amended. Said certification shall include a report by a licensed professional electrical engineer with expertise in radio communication facilities and/or health physicist acceptable to the City Council. A copy of such certification report shall be submitted to the City Council prior to commencing operation of such facility and a copy shall be filed with the Building Inspector. The City Council may require annual certification of conformance with the applicable emission standards. Additionally, copies of certification reports shall be submitted to the City Council whenever they are required to be submitted to the FCC. The City Council may hire a qualified professional of its choosing to review and confirm such initial and subsequent

certification report(s), the cost of which shall be reimbursed by the applicant in accordance with the escrow account procedures established by the City for the reimbursement of professional review fees for subdivision, site plan and special use permit applications. Any violation of the emissions standards shall require immediate discontinuation and correction of the use responsible for the violation.

~~K.N.~~ Noise. Noise-producing equipment shall be sited and/or insulated to prevent any detectable increase in noise above ambient levels as measured at the property line.

~~L.O.~~ Utility service. Electrical and land-based telephone lines extended to serve the wireless telecommunication services facility sites shall be installed underground. If the wireless telecommunication services facility is attached to a building, and if determined practical and economically feasible by the City Council, all wires from the ground to said facility shall be located within the building. If permitted to be located outside said building, the wires shall be enclosed in a conduit whose materials and colors are consistent or compatible with the building.

~~M.P.~~ Safety provisions. A wireless telecommunication services facility shall be designed and erected so that in the event of structural failure it will fall within the required setback area and, to the maximum extent possible, away from adjacent development.

~~N.Q.~~ Security provisions. A security program shall be formulated and implemented for the site of a wireless telecommunication services facility. Such program may include physical features such as fencing, anti-climbing devices or elevating ladders on monopoles and towers, and/or monitoring either by staff or electronic devices to prevent unauthorized access and vandalism.

~~O.R.~~ ~~Annual~~ Structural/safety inspection and report.

(1) A monopole or tower over 50 feet in height shall be inspected ~~annually~~ at least once a year from a structural and safety perspective at the expense of the service provider by a licensed professional engineer, or at any other time upon a determination by the Building Inspector that the monopole or tower may have sustained structural damage, and a copy of the inspection report shall be submitted to the Building Inspector.

(2) The City of Beacon reserves the right to inspect any wireless telecommunication services facility to ensure compliance with the provisions of this section and any other provisions found within the City of Beacon Code, State or Federal Law. The City of Beacon and/or its agents shall have the authority to enter the property upon which a wireless telecommunication facility is located at any time, upon reasonable notice to the operator, to ensure such compliance.

~~P.S.~~ Lease agreement. In the case of an application for approval of a wireless telecommunication services facility to be located on lands owned by a party other than

the applicant or the City, a copy of the lease agreement with the property owner, absent the financial terms of such agreement, together with any subsequent modifications thereof, shall be provided to the City Council and a copy shall be filed with the City Clerk and the Building Inspector.

Q.T. Interference. In the event that the wireless telecommunication services facility causes interference with the radio or television reception within the City of Beacon, the applicant, at the applicant's sole expense, shall thereafter ensure that any interference problems are promptly corrected.

~~S. Removal. A wireless telecommunication services facility shall be dismantled and removed from the property on which it is located within 60 days when it has been inoperative or abandoned for a period of one year or more from the date on which it ceased operation. The applicant shall provide to the City written notification, including identification of the date the use of the facility was discontinued or abandoned by one or more of the service providers, acknowledgment of the requirement to remove the facility, and identification of plans for the future of the facility. The applicant shall post a bond to ensure that the wireless telecommunication services facility shall be removed upon abandonment as set forth herein at the applicant's sole expense.~~

~~R. Application procedure:~~

~~(a) An application for approval of a wireless telecommunication services facility shall be submitted on the relevant forms for special use permit approval and shall be jointly filed by the operator of the wireless telecommunication services facility and the owner of the property on which such facility is proposed to be located. A site plan drawing showing the location of the proposed facility shall accompany the application for special use permit approval. Special use approval by the City Council in accordance with §§ 223-18 and 223-19 of this chapter shall be required. The City may enlist the services of a radio frequency (RF) engineer and/or other relevant consultants, at the applicant's cost, for the review of the application.~~

~~(b) The operator of the wireless telecommunication service shall submit a certificate of public utility, unless it can be demonstrated to the satisfaction of the City Council that the operator of such facility is exempt from such requirement pursuant to New York State law. The operator of such facility shall also demonstrate to the satisfaction of the City Council that there is a compelling public need for such facility at the location(s) proposed by the applicant. Such demonstration shall include the preparation of existing and master effective service area plans which:~~

~~(a) Minimize the number of such facilities within the service area(s);~~

- ~~(b) Maximize co-location collocation of wireless telecommunication service facilities;~~
- ~~(c) Identify all existing and proposed wireless telecommunication facilities which impact upon the service area covering the City of Beacon, including but not limited to topographic maps of the City with service coverage and service gap grids and all proposed as well as other functionally acceptable locations for such facility(ies); and~~
- ~~(d) Analyze feasible alternatives to reasonably minimize the visual impacts and exposure levels.~~
- ~~(c) Where the owner of the property on which a wireless telecommunication services facility is proposed contemplates that such property may be used for the installation of two or more such facilities, the property owner shall submit a conceptual master plan identifying the total number and location of such facilities.~~
- ~~(d) Any application for a wireless telecommunication services facility shall include a statement and appropriate documentation demonstrating that City-owned sites, buildings and structures and the City's existing facilities inventory have been reviewed to the extent relevant to provide wireless telecommunication services in the area which is the subject of such application and that all reasonable efforts have been made to locate or co-locate such facility on all City-owned sites, buildings and structures and on all sites identified in such existing facilities inventory within the service area.~~
- ~~(2) As a condition of special use permit approval, the applicant shall be required to provide a written agreement, in recordable form suitable for filing and prepared to the satisfaction of the City Attorney, acknowledging that it shall be required to allow the co-location collocation of other future wireless telecommunication service facilities at fair market cost, unless otherwise unreasonably limited by technological, structural or other engineering considerations.~~
- ~~(3) The applicant and all future owners of the premises and the wireless telecommunication services facility shall at all times keep on file in the office of the City Clerk the name, address, and telephone number of the owner and operator of such facility and of at least one individual who shall have authority to arrange for the maintenance of the premises and facility and who shall be authorized to accept service of notices and legal process on behalf of the owner and operator(s) of the premises and facility and to bind the owner to any settlement, fine, judgment, or other disposition (other than incarceration) which may result from any civil or criminal action or proceeding instituted by the City against such owner and/or operator(s).~~

~~S.U.~~ The City Clerk shall forward a copy of the City Council special use permit decision to the City Tax Assessor to allow the City to better assess the utility infrastructure for wireless telephone facilities.

~~T.V.~~ Removal, relocation or modification of wireless telecommunication services facilities in the public right of way

(1) Notice. Within ninety (90) days following written notice from the City , the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any wireless telecommunication services facility within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.

(+)(2) Abandonment of Facilities. Upon abandonment of a wireless telecommunication service facility within a public right-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small cell facility if the City, or any of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

SECTION 2. Section 223-25 entitled “Site Development Plan Approval,” Subsection A, is hereby amended as follows:

§ 223-25. Site development plan approval.

- A. Approval required. No building permit shall be issued, other than for interior alterations, and no change in type of use, as categorized in § 223-26F hereof, shall be permitted, other than one-family dwellings or small cell wireless telecommunication services facilities, except in conformity with an approved site development plan, and no certificate of occupancy for such structure or use shall be issued until all the requirements for such approval and any conditions attached thereto have been met. The continued validity of any certificate of occupancy shall be subject to continued conformance with such approved plan and conditions. Revisions of such plans shall be subject to the same approval procedure.

SECTION 3. Section 223-26.4 entitled “Small Cell Wireless Telecommunications Facilities” Subsection B(6) of the Code of the City of Beacon is hereby amended as follows:

§ 223-26.4 Small cell wireless telecommunications facilities.

- B. Special use permit approval by the City Council is required under § **223-24.5** for the following uses. All special use permit applications must comply with the requirements set forth in § **223-24.5**.

...

- (6) Installation of equipment on a pole, located at an elevation less than ~~45~~8 feet from the ground.

SECTION 4. Section 223-26.4 entitled “Small Cell Wireless Telecommunications Facilities” Subsection C(4) of the Code of the City of Beacon is hereby amended as follows:

§ 223-26.4 Small cell wireless telecommunications facilities.

- C. Small cell permit from the Planning Board.

...

- (4) Small cell permit application for Planning Board approval. The small cell permit application shall be made by the wireless telecommunications provider or its duly authorized representative and shall contain the following:

- (a) A site development plan showing applicant’s entire property and adjacent properties and streets, at a convenient scale. The site development plan shall also describe any new proposed structure and antenna(s) and all related

fixtures, accessory equipment, appurtenances and apparatus, including but not limited to height above preexisting grade, materials, color and lighting;

~~(b)~~ (b) The location, size, and height of all existing and proposed structures on the property which is the subject of the application;

~~(a)(c)~~ (c) The applicant's name, address, telephone number, and email address;

~~(b)(d)~~ (d) The names, addresses, telephone numbers, and email addresses of all consultants, if any acting on behalf of the applicant with respect to the filing of the application;

~~(e)~~ (e) A general description of the proposed work and the purpose of the work proposed. A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;

~~(f)~~ (f) The location of the nearest residential structure;

~~(e)(g)~~ (g) .Identify and disclose the number and locations of any small cells that the applicant has installed or locations the applicant has considered in the past year for small cell infrastructure within the City and those submitted or anticipated to be submitted within a one-year period;

~~(h)~~ (h) A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance; and

~~(d)(i)~~ (i) The operator of the wireless telecommunication services facility shall submit a certificate of public utility, unless it can be demonstrated to the satisfaction of the City Council that the operator of such facility is exempt from such requirement pursuant to New York State law.

~~(j)~~ (j) Any amendment to information contained in a small cell permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.

~~(k)~~ (k) The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.

SECTION 5. Section 223-26.4 entitled “Small Cell Wireless Telecommunications Facilities” Subsection C(5) of the Code of the City of Beacon is hereby amended as follows:

§ 223-26.4 Small cell wireless telecommunications facilities.

C. Small cell permit from the Planning Board.

...

~~(5) A wireless telecommunications provider shall pay to the City an application fee and administrative fee as set forth in this section.~~

(5) Small Cell Wireless Facility Fees

- (a) Application fee. At the time an applicant submits an application for a small cell facility, such applicant shall pay a nonrefundable application fee in an amount as determined by the City Council and set forth in the City of Beacon fee schedule, in addition to any other fee required by law.
- (b) Reimbursement for the use of the public right-of-way. In addition to permit application fees, every wireless telecommunication services facility located in the public right-of-way is subject to the City’s right to fix annually a fair and reasonable fee to be paid for use and occupancy of the public right-of-way. The annual fee for use of the public right-of-way shall be set forth in the City of Beacon fee schedule.

Section 6. Section 223-26.4 Subsection E of the Code of the City of Beacon entitled “Small cell facility permit fees” is hereby amended as follows:

§ 223-26.4. Small cell wireless telecommunication facilities.

...

~~E. Small cell facility permit fees:~~

- ~~(1) In order to ensure that the limited private use of the public right of way authorized herein does not become an additional cost to the City, it is hereby determined by the City Council that the following fees shall be charged to small cell permit applicants and small cell permit holders.~~
- ~~(2) Small cell permit application fee shall be \$250 (nonrefundable) due to the City Building Department upon submittal of a completed application for review.~~
- ~~(3) Annual small cell permit fees:~~
 - ~~(a) For placement on existing private utility poles: \$500 per year per pole.~~
 - ~~(b) For placement on existing City-owned buildings, utility poles, infrastructure or property: \$750 per year.~~

- ~~(c) For placement of new poles in the right-of-way: \$1,000 per year per pole.~~
- ~~(d) Fee start date: The annual permit fee shall be payable January 2 of the year following installation. Failure to pay the annual permit fee shall result in the imposition of a 5% penalty fee, additional collection fees if necessary, and suspension or revocation of the permit.~~

E. Structural/safety inspection and report. The City of Beacon reserves the right to inspect any wireless telecommunication services facility to ensure compliance with the provisions of this section and any other provisions found within the City of Beacon Code, State or Federal Law. The City of Beacon and/or its agents shall have the authority to enter the property upon which a wireless telecommunication services facility is located at any time, upon reasonable notice to the operator, to ensure such compliance.

Section 7. Section 223-26.4.F(1)(a) of the Code of the City of Beacon entitled is hereby amended as follows:

§ 223-26.4 Small cell wireless telecommunication facilities.

...

F. Planning Board requirements as to aesthetics and neighborhood impact mitigation for small cell permits.

(1) In order to preserve the character and integrity of City neighborhoods the City Council finds that the following requirements are essential to protect the public health, safety and welfare, and scenic preservation.

- (a) New small cell facilities shall not be located in the Historic District and Landmark Overlay Zone, unless the applicant demonstrates to the Planning Board's satisfaction that the selected site is necessary to provide adequate wireless services, including but not limited to, filling a gap in coverage, densifying a wireless network, introducing a new service or otherwise improving service capabilities.

SECTION 8. Chapter 223, Article VI, Section 63 of the Code of the City of Beacon entitled “ Definitions” is hereby amended to add and amend the following definitions:

§ 223-63 Definitions.

ANTENNA EQUIPMENT

Equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and when collocated on a structure, is mounted or installed at the same time as such antenna.

SMALL CELL WIRELESS TELECOMMUNICATIONS FACILITY or SMALL CELL FACILITY

Small cells are low-powered wireless base stations that function like cells in a mobile wireless network, typically covering targeted indoor or localized outdoor areas ranging in size from homes and offices to stadiums, shopping malls, hospitals, and metropolitan outdoor spaces. A small cell facility meets each of the following conditions:

- A. The structure on which antenna facilities are mounted:
 - a. Is 50 feet or less in height, or
 - b. Is no more than 10 percent taller than other adjacent structures, or
 - c. Is not extended to a height of more than 10 percent above its preexisting height as a result of the collocation of new antenna facilities; and
- B. Each antenna associated with the deployment, exuding associated antenna equipment, is no more than three cubic feet in volume;
- C. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- D. The facility does not require federal antenna structure registration;
- E. The facility is not located on Tribal lands, as defined under 36 C.F.R. § 800.16(x); and
- F. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards established by the Federal Communications Commission in Rule 1.1307(b).

~~both the following qualifications: i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed element, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and ii) all other wireless equipment associated with the facility is~~

~~cumulatively no more than 17 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.~~

Section 9. Ratification, Readoption and Confirmation

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

Section 10. 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 11. 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 12. Effective Date

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

MEMORANDUM

TO: City of Beacon City Council
FROM: Keane & Beane, P.C.
RE: Wireless Telecommunication Local Law
DATE: February 1, 2019

On August 6, 2018, the City Council adopted Local Law 13-2018 to create Section 223-26.4 of the Code of the City of Beacon to regulate small cell wireless facilities. This local law specifically established policies and procedures for the deployment and installation of small cell wireless telecommunication facilities in the City of Beacon.

Existing Section 223-24.5 of the Code of the City of Beacon regulates all other wireless telecommunication facilities not specifically addressed by the provisions of Local Law 13-2018. Section 223-24.5 requires certain wireless telecommunication facilities to obtain a special use permit from the City Council. The provisions of Section 223-24.5 have not been updated since 2002. As they exist now, the provisions set forth in Section 223-24.5 conflict with Local Law 13-2018 and the Federal Communications Commission's adopted *Declaratory Ruling and Third Report and Order*.

Please note that the Local Law has been expanded to amend the following Sections of the City of Beacon Code in addition to Section 223-24.5, Wireless Telecommunication Services Facilities.

- Section 223-25.A., Site Development Plan Approval.
- Section 223-26.4., Small Cell Wireless Telecommunications Facilities, Subsection B(6), C(4), C(5), E and F.
- Section 223-63., Definitions.

This memorandum explains the revisions made to the proposed Local Law concerning Wireless Telecommunication Services Facilities.

Purpose of the Wireless Telecommunication Local Law

The proposed amendments to Section 223-24.5 eliminate any conflict with the provisions of Local Law 13-2018. Specifically, the proposed local law makes it clear that wireless telecommunication facilities that obtain small cell permits from the Planning Board are exempt from the special permit application process and requirements set forth in Section 223-24.5.

Certain small cell facilities will require special use permit approval if the small cell facility falls within Section 223-26.4.B. The proposed Local Law amending Section 223-24.5 creates a special use permit approval process designed to regulate both small cell facilities and telecommunication towers.

Wireless Infrastructure Order

On September 26, 2018, the Federal Communications Commission (“FCC”) adopted the *Declaratory Ruling and Third Report and Order* (the “Wireless Infrastructure Order”). In the Wireless Infrastructure Order, the FCC concluded that a state or local regulation constitutes an illegal effective prohibition of a wireless facility if it “materially limits or inhibits the ability of any competition or potential competitor to compete in a fair and balanced legal and regulatory environment.” The FCC advises that a state or local legal regulation will have the effect of prohibiting wireless telecommunication services where such regulation materially inhibits a provider’s ability to engage in any of a variety of activities related to its provision of a covered service, including but not limited to, filling a coverage gap, densifying a wireless network, introducing new services or otherwise improving service capabilities.

Amendments to Prior Draft Concerning Section 223-24.5

Our office has updated the attached local law concerning Wireless Telecommunication Services Facilities to incorporate the revisions suggested by the City of Beacon Planning Board in its memorandum dated January 8, 2019 and to address requirements adopted by the FCC in its Wireless Infrastructure Order. Please note, the Dutchess County Planning Department reviewed the local law and indicated it to be a matter of local concern. The County did not provide any additional comments.

Specifically, the updated Local Law sets forth different locational priorities for small cell facilities and non-small cell wireless telecommunication service facilities. The updated Local Law makes it clear that wireless telecommunication facilities are permitted in all zoning districts; however an applicant must provide a detailed explanation as to why a site of higher priority was not selected. The locational priorities have been updated and reorganized to better address the City’s goals.

In addition, our office removed the requirement set forth in Section 223-24.5.R(2), that applicants must demonstrate that there is a compelling public need for the wireless telecommunication facility. The FCC has concluded that there is a compelling need to deploy small cell facilities to ensure that the United States remains the leader in advanced wireless services and wireless technology. Under the Wireless Infrastructure Order, municipalities may not prohibit wireless telecommunication services if a provider is filling a coverage gap, densifying a wireless network, introducing new services or improving service capabilities.

Please note that all the special use permit application requirements have been moved from Subsection R to Subsection D. We believe it is important that such requirements appear earlier in Section 223-24.5 to make it more clear to a potential applicant what materials they must submit to the City. To create a more complete application, we have also added several new application requirements, specifically adding the requirements listed in Sections 223-24.5.D(2)(a),(b),(e) and (f).

Site Development Plan Approval for Small Cell Wireless Telecommunication Facilities

Section 223-25 of the City Code has been amended to exempt small cell wireless telecommunication service facilities from requirements of site development plan approval. An applicant for both a small cell permit and a wireless telecommunication facility special use permit is required to submit a site development plan. While formal site plan review by the Planning Board pursuant to Section 223-25 is not required for small cell wireless telecommunication facilities, the Planning Board or the City Council is required to perform a thorough review of the application materials and assess project specific impacts. Under both Section 223-24.5 and Section 223-26.4 the Planning Board or the City Council will review and consider the submitted site plan and application materials so that the proposed development will have a harmonious relationship with the existing or permitted development of contiguous land and adjacent neighborhoods.

Furthermore, every application for a small cell wireless telecommunication facility before the City Council for special use permit approval shall be referred to the Planning Board for report and recommendation thereon before the public hearing.

We believe these changes will improve the City's review of small cell wireless telecommunication facilities and improve the procedural process for obtaining a small cell permit or a special use permit.

Amendments Concerning Section 223-26.4

The following changes were made to Section 223-26.4 to respond to the FCC's Wireless Infrastructure Order. Section 223-26.4 was adopted before the Wireless Infrastructure Order was issued.

- Section 223-26.4.B(6): This Section currently requires an application for a small cell wireless facility to obtain a special use permit from the City Council if the applicant proposes to install equipment on a pole, located at an elevation less than 15 feet from the ground. In light of our review of several recent small cell wireless facility applications, our office believes that 15 feet is difficult for applicants to meet. We believe that an 8 foot requirement may be more practical.

- Section 223-26.4.C(4): To create a more complete small cell application, we have added several new application requirements, specifically adding the requirements listed in Sections 223-26.4.C(4)(a),(b),(e), (f) and (i). These provisions are also included in Section 223-24.5.
- Section 223-26.4.C(5): Our office has deleted the reference to application fees. Such fees will be adopted by resolution and set forth in the City of Beacon Fee Schedule. We have added new language to address the required application fee and right-of-way fee.
- Section 223-26.4.E. Our office has deleted the reference to specific fees because, as stated above, such fees will be adopted by resolution and set forth in the City of Beacon Fee Schedule. We have added a new Section E to address structural and safety inspections.
- Section 223-26.4.F(1)(a): Our office has amended this Section to state new small cell facilities shall not be located in the Historic District and Landmark Overlay Zone, unless the applicant demonstrates to the Planning Board's satisfaction that the selected site is necessary to provide wireless services, including but not limited to, filling a gap in coverage, densifying a wireless network, introducing a new service or otherwise improving service capabilities. This language is used by the FCC in the Wireless Infrastructure Order.

Amendments Concerning Section 223-63

We have updated the definition of small cell wireless telecommunications facility to mimic the definition adopted and codified by the FCC. We have also added a definition for antenna equipment. This definition also mimics the definition adopted and codified by the FCC.

Please let us know if you have any questions or comments.

Ecc: Anthony Ruggiero, City Administrator
Dave Buckley, Building Inspector
John Clarke, City Planner



Memorandum

Planning Board

TO: Mayor Randy Casale and City Council Members

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

RE: City Council request to review proposed Local Law to amend Section 223-24.5
regarding Wireless Telecommunication Facilities

DATE: January 9, 2019

As requested, the Planning Board reviewed the proposed Local Law to amend Section 223-24.5 of City Code regarding Wireless Telecommunication Facilities. A comprehensive review took place during the regular meeting on January 8, 2019. Members generally supported the draft local law, but the Planning Board has the following suggestions for the City Council:

1. Section 223-24.5 D(1)(c)(ii) includes an HB district that does not currently exist on the Zoning Map, and in Section 223-24.5 D(1)(c)(iii) the CB district has been changed to the CMS district;
2. The priority locations in Section 223-24.5 D could also include consideration of specific views adopted as important by the City Council or listed in the Comprehensive Plan Update;
3. Section 223-24.5 G(4) appears to missing an “and” after “existing vegetation”;
4. Section 223-24.5 O should omit the words “annual” and “annually” and insert “at least once a year” to allow an additional inspection, if a complaint or other reason might require a more frequent check;
5. In Section 223-24.5 O(2) the word “operate” could be changed to “operator.”

If you have any questions, please feel free to contact me.

Dutchess County Department of Planning and Development

Fax Info	To	Date	12/27/18	# pgs	1
	Dept	From			
	Fax #	Phone #			

239 Planning/Zoning Referral – Exemption Communities

Municipality: City of Beacon

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

Tax Parcel Number(s): _____

Project Name: LL Wireless Telecommunication service facilities

Applicant: City Council

Address of Property: _____

Please fill in this section

Parcel(s) within 500 feet of: <ul style="list-style-type: none"> <input type="checkbox"/> State Road _____ <input type="checkbox"/> County Road _____ <input type="checkbox"/> State Property (w/public building or recreation area) <input type="checkbox"/> County Property (w/public building or recreation area) <input checked="" type="checkbox"/> Municipal Boundary <input type="checkbox"/> Farm operation in an Agricultural District 	Actions Requiring 239 Review <ul style="list-style-type: none"> <input type="checkbox"/> Comprehensive/Master Plans <input checked="" type="checkbox"/> Zoning Amendments (standards, uses, definitions, district regulations, etc.) <input type="checkbox"/> Rezoning involving all map changes <input checked="" type="checkbox"/> Other Local Laws associated with zoning (wetlands, historic preservation, affordable housing, architectural review, etc.) <input type="checkbox"/> Site Plans (all) <input type="checkbox"/> Special Permits for all non-residential uses <input type="checkbox"/> Use Variances for all non-residential uses <input type="checkbox"/> Area Variances for all non-residential uses 	Exempt Actions:* 239 Review is NOT Required <ul style="list-style-type: none"> • Administrative Amendments (fees, procedures, penalties, etc.) • Special Permits for residential uses (accessory apts, home occupations, etc.) • Use Variances for residential uses • Area Variances for residential uses • Renewals/Extension of Site Plans or Special Permits that have no changes from previous approvals • Subdivisions / Lot Line Adjustments • Interpretations
--	--	--

Date Response Requested (if less than 30 days): _____

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

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

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Matter of Local Concern <input type="checkbox"/> No Jurisdiction <input type="checkbox"/> No Authority <input type="checkbox"/> Project Withdrawn <input type="checkbox"/> Exempt from 239 Review 	Comments Attached: <ul style="list-style-type: none"> <input type="checkbox"/> Local Concern with Comments <input type="checkbox"/> Conditional <input type="checkbox"/> Denial <input type="checkbox"/> Incomplete — municipality must resubmit to County <input type="checkbox"/> Incomplete with Comments — municipality must resubmit to County <input type="checkbox"/> Informal Comments Only (Action Exempt from 239 Review)
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Date Submitted: <u>12/24/18</u>	Notes: <u>Received by Fax on 12/24/18</u>	<input type="checkbox"/> Major Project
Date Received: <u>12/24/18</u>		Referral #: <u>ZR18-405</u>
Date Requested: <u>2/4/19</u>		
Date Required: <u>1/22/19</u>	<input type="checkbox"/> Also mailed hard copy	Reviewer: <u>Jennifer Flanagan</u>
Date Response Faxed: <u>12/27/18</u>		



**CITY OF BEACON
CITY COUNCIL**

Resolution No. __ of 2019

**Resolution Authorizing the Adoption of a Capital Plan for the
City of Beacon for the Year 2019**

BE IT RESOLVED, that the Mayor and City Council of the City of Beacon hereby authorize the adoption of a Capital Plan with projected expenditures as described in the accompanying attachments and,

BE IT FURTHER RESOLVED that the Mayor and City Council hereby authorize preparation of the bond authorization documents for the projects identified in the plan.

Resolution No. ____ of 2018			Date: <u>February 4, 2019</u>				
() Amendments			() On roll call			() 2/3 Required	
() Not on roll call						() 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					

<u>CITY OF BEACON CAPITAL PLAN 2019 - 2028</u>										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
HIGHWAY:										
<u>PUBLIC BUILDINGS</u>										
Memorial Building Roof	50,000									
City Hall HVAC	20,000									
City Hall Generator	25,000									
Park Shed			300,000							
<u>PARK</u>										
Green Street Park Improvements	160,000									
USC Pool Restoration -Fiberglass	150,000									
Riverfront Park Basketball Court Restoration/Fencing and Parking										
Lot/Walkway Expansion	-	315,000								
WeePlay play surface replacement	-	80,000								
Memorial (Hilltop) 20x30 Pavilion		30,000								
USC Theater Parking and Patios			25,000							
<u>HIGHWAY EQUIPMENT</u>										
980 Dump/Plow/Sander	63,000									
Replace 2000 Morbark Grinder	500,000									
Replace 2005 #053 1-ton dump truck w/plow	63,000									
Replace 2005 #052 1-ton dump truck w/plow	63,000									
Replace 1993 #932 truck with 6-wheel w/ plow	-	300,000								
Replace 1992 #992 Dump/Plow/Sander	-	300,000								
Replace 2000 Daewoo Excavator	-	118,000								
<u>ROAD RECONSTRUCTION</u>										
East Willow Street (Wilkes to Forest Ln) Survey, Engineering	62,500									
Red Flynn Drive Joint Repair	100,000									
<u>SIDEWALKS</u>										
Wilkes Street sidewalk/running path along park		283,000								
<u>POLICE</u>										
Detective Vehicle w/ police upfit (Ford Taurus)	38,000									
In-Car Cameras w/ maintenence agreement	17,830									

CITY OF BEACON CAPITAL PLAN 2019 - 2028										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Mobile light Tower	12,000									
Locker room renovation		100,000								
<u>FIRE</u>										
Replace portable fire radios			24,000							
Replace 1993 Pumper				600,000						
Replace rubber fire boat/motor					15,000					
Replace 12 SCBA harness/bottles						120,000				
TOTAL ANNUAL PROJECT AMOUNTS	1,324,330	1,526,000	349,000	600,000	15,000	120,000	-	-	-	-
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028

<u>CITY OF BEACON WATER CAPITAL PLAN 2019-2028</u>										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>WATER MAIN IMPROVEMENTS</u>										
Fulton Ave., Fowler St., Vine St. area 1,600 ft. undersized	510,000									
Wilson St. (Liberty St. to dead end) 2,000 ft. undersized Construction	553,000									
East Willow Street, Engineering	12,000									
Back Up Well Pump House Road	-	250,000								
Cargill Line (well field to Route 9) Construction	-	1,030,000								
<u>WATER TREATMENT FACILITY IMPROVEMENTS</u>										
Filter Rate of Flow Control Panel	150,000									
The Pocket Dam Construction	360,000									
Dam - Engineerng and Design Study	250,000									
Re-face Mt. Beacon Dam - Construction		2,500,000								
Melzingah Dam Piping	-	400,000								
Filter Plant Roof Replacement	-	100,000								
Removal of Existing Underground 1000 gallons storage tank and installation of new natural gas generator	-		350,000							
<u>EQUIPMENT</u>										
Replace 2008 Dump Truck #088	45,000									
Replace 2002 Box Van #022	-	62,500								
TOTAL ANNUAL PROJECT AMOUNTS	1,880,000	4,342,500	350,000	-	-	-	-	-	-	-

CITY OF BEACON SEWER CAPITAL PLAN 2019-2028										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>WWTP UPGRADES</u>										
Chlorine Contact Basin and Dechlorination Engineering	50,000									
Replace aeration tank diffuser	660,000									
STP Headworks Construction	3,650,000									
Belt press mechanical improvements	50,000									
Centerfuge Study and Engineering	30,000									
WWTP Outfall Pipe Engineering and Surveying	50,000									
Chlorine Contact Basin and Dechlorination Construction		2,400,000								
Centerfuge Construction			800,000							
<u>SEWER LINE IMPROVEMENTS</u>										
South Interceptor - Cleaning & Televising - Kristy to South Avenue & End of Walkway to STP	250,000									
East Willow Street Survey, Engineering	10,500									
Wilkes St. (Fishkill to Matteawan) Reconstruction Slip Lining	265,000									
Teller Avenue (Catherine to Henry) Construction	299,152									
West Main Pump Station - Forcemain Replacement		1,800,000								
West Main Pump Station	-	2,100,000								
North Interceptor Replacement - Behind DIA to STP	-	1,400,000								
<u>EQUIPEMENT</u>										
Main Line Sanitary Sewer Inspection Equipment	75,000									
<u>I & I Improvements</u>	-	-	-							
TOTAL ANNUAL PROJECT AMOUNTS	5,389,652	7,700,000	800,000	-	-	-	-	-	-	-

2019 PROPOSED NEW PROJECTS	FUNDING SOURCES										
<div>Red - General</div> <div>Blue - Water</div> <div>Green - Sewer</div>											
	TOTAL	GENERAL	GENERAL	WATER	WATER	SEWER	SEWER		OTHER	REC	TOTAL
	COST	FUND BALANCE	FUND DEBT	FUND BALANCE	FUND DEBT	FUND BALANCE	FUND DEBT	CDBG	GRANTS	TRUST	COST
PUBLIC BUILDINGS											-
Memorial Building Roof	50,000		50,000								50,000
City Hall HVAC	20,000		20,000								20,000
City Hall Generator	25,000		25,000								25,000
PARK											-
Green Street Park Improvements	160,000		100,000					60,000			160,000
USC Pool Restoration -Fiberglass	150,000		150,000								150,000
HIGHWAY EQUIPMENT											-
980 Dump/Plow/Sander	63,000		63,000								63,000
Replace 2000 Morbark Grinder	500,000		500,000								500,000
Replace 2005 #053 1-ton dump truck w/plow	63,000		63,000								63,000
Replace 2005 #052 1-ton dump truck w/plow	63,000		63,000								63,000
ROAD RECONSTRUCTION											-
East Willow Street (Wilkes to Forest Ln) Survey, Engineering	62,500		62,500								62,500
Red Flynn Drive Joint Repair	100,000	100,000									100,000
POLICE											-
Detective Vehicle w/ police upfit (Ford Taurus)	38,000	38,000									38,000
In-Car Cameras w/ maintenance agreement	17,830	17,830									17,830
Mobile light Tower	12,000	12,000									12,000
WATER MAIN IMPROVEMENTS											-
Fulton Ave., Fowler St., Vine St. area 1,600 ft. undersized	510,000				510,000						510,000
Wilson St. (Liberty St. to dead end) 2,000 ft. undersized Construction	553,000				553,000						553,000
East Willow Street, Engineering	12,000			12,000							12,000
WATER TREATMENT FACILITY IMPROVEMENTS											-
Filter Rate of Flow Control Panel	150,000				150,000						150,000
The Pocket Dam Construction	360,000				360,000						360,000
Dam - Engineerng and Design Study	250,000				250,000						250,000
EQUIPMENT											-
Replace 2008 Dump Truck #088	45,000			45,000							45,000
WWTP UPGRADES											-
Chlorine Contact Basin and Dechlorination Engineering	50,000					50,000					50,000
Replace aeration tank diffuser	660,000						660,000				660,000
STP Headworks Construction	3,650,000						3,650,000				3,650,000
Belt press mechanical improvements	50,000						50,000				50,000
Centerfuge Study and Engineering	30,000					30,000					30,000
WWTP Outfall Pipe Engineering and Surveying	50,000					50,000					50,000
SEWER LINE IMPROVEMENTS											-
South Interceptor - Cleaning & Televising - Kristy to South Avenue & End of Walkway to STP	250,000						250,000				250,000
East Willow Street Survey, Engineering	10,500					10,500					10,500
Wilkes St. (Fishkill to Matteawan) Reconstruction Slip Lining	265,000						165,000	100,000			265,000
Teller Avenue (Catherine to Henry) Construction	299,152						299,152				299,152
EQUIPEMENT											-
Main Line Sanitary Sewer Inspection Equipment	75,000						75,000				75,000
TOTAL ANNUAL PROJECT AMOUNTS	8,593,982	167,830	1,096,500	57,000	1,823,000	140,500	5,149,152	160,000	-	-	8,593,982

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Confirming the Reappointment of David Jensen to the Zoning Board of Appeals

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Confirming the Reappointment of David Jensen to the Zoning Board of Appeals	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __OF 2019

**RESOLUTION CONFIRMING THE REAPPOINTMENT OF DAVID JENSEN TO
THE ZONING BOARD OF APPEALS**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the reappointment of the David Jensen to the Zoning Board of Appeals for a three-year term expiring December 31, 2021, effective January 1, 2019.

Dated: February 4, 2019

Resolution No. __ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
Motion Carried							

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Confirming the Reappointment of Robert Lanier to the Zoning Board of Appeals

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Reappointing Robert Lanier to the Zoning Board of Appeals	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2019

**RESOLUTION CONFIRMING THE REAPPOINTMENT OF ROBERT LANIER
TO THE ZONING BOARD OF APPEALS**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the reappointment of the Robert Lanier to the Zoning Board of Appeals for a three-year term expiring December 31, 2021, effective January 1, 2019.

Dated: February 4, 2019

Resolution No. __ of 2019			Date: <u>February 4, 2019</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 J. Casale					
		Motion Carried					

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Confirming the Reappointment of Gary Barrack to the Planning Board

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Confirming the Reappointment of Gary Barrack to the Planning Board	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2019

**RESOLUTION CONFIRMING THE REAPPOINTMENT OF GARY BARRACK TO
THE PLANNING BOARD**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the reappointment of the Gary Barrack to the Planning Board for a three-year term expiring December 31, 2021, effective January 1, 2019.

Dated: February 4, 2019

Resolution No. __ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
Motion Carried							

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Confirming the Reappointing of Jill Reynolds to the Planning Board

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Reappointing Jill Reynolds to the Planning Board_	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2019

**RESOLUTION CONFIRMING THE REAPPOINTMENT OF JILL REYNOLDS TO
THE PLANNING BOARD**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the reappointment of the Jill Reynolds to the Planning Board for a three-year term expiring December 31, 2021, effective January 1, 2019.

Dated: February 4, 2019

Resolution No. __ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
Motion Carried							

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Confirming the Reappointment of J. Randall Williams to the Planning Board

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Reappointing J. Randall Williams to the Planning Board	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2019

**RESOLUTION CONFIRMING THE REAPPOINTMENT OF J. RANADALL
WILLIAMS TO THE PLANNING BOARD**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the reappointment of the J. Randall Williams to the Planning Board for a three-year term expiring December 31, 2021, effective January 1, 2019.

Dated: February 4, 2019

Resolution No. __ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments			<input type="checkbox"/> 2/3 Required.				
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call <input type="checkbox"/> 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
		Motion Carried					

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Appointing Michael Manzi as Superintendent of Streets

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Appointing Michael Manzi as Superintendent of Streets	Resolution

**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2019

**RESOLUTION APPOINTING
SUPERINTENDENT OF STREETS**

WHEREAS, Michael Manzi, III is employed by the City of Beacon as the Acting Superintendent of Streets in the City of Beacon Highway Department; and

WHEREAS, the City Administrator has recommended that Mr. Manzi be appointed as Superintendent of Streets in the City of Beacon Highway Department; and

WHEREAS, based on the recommendation of the City Administrator, the Mayor has appointed Mr. Manzi to the position of Superintendent of Streets in the City's Highway Department; and

WHEREAS, the City Council wishes to approve the Mayor's appointment of Mr. Manzi to the position of Superintendent of Streets in the City's Highway Department;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council approves the Mayor's appointment of Michael Manzi, III to the position of Superintendent of Streets in the City of Beacon Highway Department, effective as of February __, 2019.

IT IS FURTHER RESOLVED that such appointment is subject to a probationary period of twenty-six (26) weeks.

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Authorizing A Dog Housing Control Agreement With Dutchess County

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing A Dog Housing Control Agreement Between the City of Beacon and the DCSPCA	Resolution
Dog Housing Control Agreement Between City of Beacon and DCSPCA	Agreement



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

**RESOLUTION AUTHORIZING A DOG HOUSING CONTROL AGREEMENT
BETWEEN THE CITY OF BEACON AND DUTCHESS COUNTY SPCA**

WHEREAS, the City of Beacon Dog Control Officer is empowered to seize dogs pursuant to the provisions of Agriculture and Markets Law Article 7, §117; and

WHEREAS, this Agreement applies only to dog(s) seized by the DCO that are running at large; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, §117, dogs seized by a DCO are required to be properly fed and watered during the applicable redemption period; and

WHEREAS, Dutchess County SPCA maintains a kennel for boarding dogs and other animals at its office located at 636 Violet Avenue, Hyde Park, New York, 12538; and

WHEREAS, the City of Beacon wishes to contract with DCSPCA to provide shelter for dogs seized by the DCO.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor and/or City Administrator to sign the Dog Housing Control Agreement with the Dutchess County SPCA.

Resolution No. ____ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments <input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required. <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 J. Casale					
		Motion Carried					

DOG CONTROL HOUSING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between

DUTCHESS COUNTY SPCA,

a New York Not-For- Profit Corporation

having an address of 636 Violet Avenue, Hyde Park, New York 12538

Hereinafter referred to as “DCSPCA”

And

CITY OF BEACON,

a municipal corporation

Hereinafter referred to as the “CITY”

WHEREAS, the CITY OF BEACON Dog Control Officer, hereinafter referred to the “DCO”, is empowered to seize dogs pursuant to the provisions of Agriculture and Markets Law Article 7, §117; and

WHEREAS, this Agreement applies only to dog(s) seized by the DCO that are running at large; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, §117, dogs seized by a DCO are required to be properly fed and watered during the applicable redemption period; and

WHEREAS, DCSPCA maintains a kennel for boarding dogs and other animals at its office located at 636 Violet Avenue, Hyde Park, New York, 12538; and

WHEREAS, the CITY wishes to contract with DCSPCA to provide shelter for dogs seized by the DCO upon terms and conditions hereinafter set forth.

NOW, THERFORE, it is hereby agreed by and between DCSPCA and the CITY as follows:

- 1) **RECITATION INCORPORATED:** These recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
- 2) **TERM OF AGREEMENT:** This agreement shall be become effective January 1, 2019 and shall continue until December 31, 2019.

3) BOARDING: DCSPCA hereby agrees to provide boarding, which included shelter, food and water, as required by the Law for the following dogs:

- a) Any/all dogs running at large (stray) seized by the DCO as outlined by the Agriculture and Markets Law Article 7, §117(1) & (2); and
- b) Any/all dogs who have been seized by a court order pending a “dangerous dog” hearing, as outlined by the Agriculture and Markets Law Article 7, §123(2).

All dogs seized by the DCO shall be delivered to the offices of DCSPCA at 636 Violet Avenue, Hyde Park, New York 12538.

4) HOLDING PERIOD: In order to provide the owners a reasonable time period in which to reclaim their seized dog, the DCSPCA and the CITY agree to the following:

- a) For dogs running at large (strays):
 - i) Dogs that are not appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(4), will be held for five (5) days from the date they enter the shelter;
 - ii) Dogs that are appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(6), will be held for seven (7) days from the date they enter the shelter. The CITY is responsible for notifying the owner of the seizure, as per the Agriculture and Markets Law Article 7, §117(6).
 - iii) Upon expiration of the above stated holding periods, any and all dogs that have not been reclaimed by their owner, will become the property of the DCSPCA, as outlined by the Agriculture and Markets Law Article 7, §117 (7-a).
- b) For dogs seized under a court order pending a “dangerous dog hearing”, as outlined by the Agriculture and Markets Law Article 7, §123(2) as per :
 - Dogs will be held until final disposition by the court OR a maximum of fourteen (14) days, whichever comes first. If the final hearing has not been held by the end of the fourteenth day, the CITY will be responsible to make alternate arrangements housing of such dogs. The DCSPCA may consider continued housing on a case by case basis to be negotiated with the CITY.

- 5) **UNCLAIMED DOG DISPOSITION:** Unclaimed dogs will be evaluated by the DCSPCA staff to determine if a dog's disposition and temperament will enable it to be adopted. If the dog is determined to be adoptable, it will be placed for adoption by the DCSPCA. If the dog is determined to not be adoptable, the DCSPCA will determine the best options for the dog. The DCSPCA reserves the right to handle the final disposition of dogs determined to be unadoptable within the Mission Statement of the DCSPCA.
- 6) **RABIES VACCINATION:** As outlined by the Agriculture and Markets Law Article 7, §109(1)(a), for all dogs that are to be reclaimed, the owner must provide proof of CITY license, including proof of rabies vaccination. As such, the DCSPCA will not release any dog to its owner without proof of current CITY license and rabies vaccination. In the event that the dog is not up-to-date on its rabies vaccine and/or the owner is unable to provide proof of such vaccine to the CITY, the DCSPCA will administer a rabies vaccine to the dog prior to redemption and will charge the owner for the cost of this service.
- 7) **EMERGENCY VETERINARY CARE:** In the event that a dog that is boarded is determined, by best judgment of the DCSPCA medical staff, to be in need of emergency veterinary care, the DCSPCA will arrange medical care for the dog. As per **FEES**§8c below, the CITY will be charged for the veterinary fees as incurred by the DCSPCA in the event the dog is not redeemed by the owner. The CITY shall have the right to recoup the fees from the owner.
- 8) **FEES:**
- a) Boarding:
- i) The DCSPCA boarding fee is \$55.00 per day. The first day is charged upon admission to the shelter and each subsequent day is calculated upon the dog being on the DCSPCA property at 12:00 am each day.
 - ii) For dogs that are reclaimed by their owner, the owner will be required to pay the boarding fee directly to the DCSPCA. If an owner is unable or unwilling to pay this fee within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.
 - iii) For dogs that are not reclaimed by the owner, the DCSPCA will invoice the CITY for the boarding fee.
 - iv) For dogs that have been seized due to running at large and have been previous deemed a "dangerous dog" by order from a Court of competent jurisdiction AND dogs that have been seized by court order pending a dangerous dog hearing, there will be fee of \$150.00 in addition to any and all daily boarding fees.
- b) Core Vaccinations:
- i) The fee for core vaccines (Rabies, Distemper and Bordetella) is \$60.00
 - ii) For dogs that are reclaimed by their owner, the owner will be required to pay the vaccine fee directly to the DCSPCA. If an owner is unable or unwilling to pay this fee

within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.

- iii) For dogs that are not reclaimed by the owner, the CITY will not be billed for the vaccines.

c) Emergency Veterinary Care

- i) For services provided by the DCSPCA medical team, the DCSPCA usual and customary fees will be applied.
- ii) For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied. The DCSPCA will make the determination of which community-based veterinarian will be utilized.
- iii) For dogs that are reclaimed by their owner, the owner will be required to pay the medical care fees directly to the DCSPCA. If an owner is unable or unwilling to pay these fees within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.
- iv) For dogs that are not reclaimed by the owner, the CITY will be billed for the medical care fees. The CITY shall have the right to recoup the fees from the owner.

9) RECLAIM/REDEMPTION OF DOGS: In an effort to simplify the billing process for both the DCSPCA and the CITY, both parties agree that for those cases in which the owner wants to reclaim their dog, the owner must pay any and all CITY fees/fines directly to the CITY and directly pay any and all DCSPCA fees directly to the DCSPCA. As such, the following process will be employed:

- a) All owners will be informed by the CITY and/or the DCSPCA of the necessary documentation and fees to be paid in order to reclaim their dog as well as the process to accomplish this task.
- b) Upon payment of the CITY fee, the CITY will issue a copy of the Agriculture and Markets Department Form DL-18 (or comparable form) to the dog owner or designee, which will evidence that the CITY has received all CITY reclaim/redemption fees. The owner will be instructed to present this documentation to the DCSPCA to reclaim their dog. Additionally, they will be informed of the need to pay the boarding and other applicable fees directly to the DCSPCA upon reclaiming their dog.
- c) The DCSPCA shall be available to process reclaims of dogs at its office on the following days:
 - i) Monday thru Friday: 9:00 am to 4:00 pm.
 - ii) Saturday and Sunday: 12:00 pm to 4:00 pm
 - iii) Dogs may not be reclaimed on observed holidays

- 10) KENNEL SPACE:** At all times, the DCSPCA will provide kennel space for all dogs that are seized; the Dog Control DCO will have twenty-four (24) hour access to DCSPCA kennels for the delivery of dogs. The DCO will be required to complete DCSPCA paperwork and ensure that the dog has food, water and bedding in its kennel.
- 11) INDEMNIFICATION:** The DCSPCA shall defend, indemnify and hold the CITY, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful actions of the DCSPCA. The CITY shall defend and indemnify and hold the DCSPCA, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful acts or admissions of the CITY.
- 12) APPLICABLE LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of New York with regard to conflicts of laws and principles of law.
- 13) WAIVER:** No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for repetition of such or any other breach unless the waiver shall specifically include the same.
- 14) MODIFICATION:** This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
- 15) NOTICES:** All notices, demands, requests, consents, approvals or other communications (for the purpose of this paragraph collectively called "Notices") required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be sent overnight delivery service or registered or certified mail, return receipt requested, postage prepaid.
- 16) SUCCESSORS and ASSIGNS:** This Agreement shall apply to bind the successors and heirs, administrators and executor of the parties hereto.
- 17) ENTIRE AGREEMENT:** This written Agreement, when signed by all parties, forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.

18) BINDING EFFECT: This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

19) AUTHORIZATION: This Agreement was authorized by Resolution of the Board of the CITY OF BEACON duly adopted at a regular meeting of the Board held on the _____ day of _____, _____.

20) TERMS: This contract can be cancelled at any time from either party with sixty (60) days written notice.

21) PAYMENT: All bills submitted to the CITY will be paid within thirty (30) days. If no payment is made to the DCSPCA within sixty (60) days the DCSPCA reserves the right to charge a \$50.00 per month surcharge.

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counter parts, each of which shall constitute an original, the day and year first above written.

DUTCHESS COUNTY SPCA

By: _____
Lynne Meloccaro, Executive Director

CITY OF BEACON

By: _____
Randy Casale, Mayor

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Rejecting University Settlement Pool Improvement Bids

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Rejecting University Settlement Pool Project Improvement Bids	Resolution
Memorandum Recommending Rejecting Pool Bids	Cover Memo/Letter



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION REJECTING ALL POOL IMPROVEMENT BIDS

WHEREAS, the initial budget for the University Settlement Pool Improvements project is \$350,000 and

WHEREAS, all three bids received for the University Settlement Pool Improvements project are over \$650,000.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor and/or City Administrator to reject the University Settlement Pool Improvement bids.

Resolution No. ____ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
		Motion Carried					



Memo

To: Anthony Ruggiero City Administrator
From: Mark Price
CC:
Date: January 23, 2019
Re: Bid Summary and Bid Rejection

A total of five (3) bid proposals were submitted and opened on January 8, 2019 for the University Settlement Pool Improvements project. The three proposals were carefully reviewed and all proposals submitted were complete.

The following tabulation shows the order from the lowest bidder, the name of the bidder, and the total contract amount.

NAME OF BIDDER	TOTAL BID AMOUNT
Barrone Construction	\$687,000.00
Bertussi Contracting	\$848,848.000
Peak Construction	\$886,530.94

The initial budget for the University Settlement Pool Improvements project is \$350,000. I want to recommend rejecting all bids and rebidding the project at a later date.

Sincerely,

Mark Price
Recreation Director

City of Beacon
Bid Opening

University Settlement Pool Improvements

January 8, 2019
11:00 a.m.

CONTRACTOR NAME: Barrone Construction Group, Inc.

Total Base Bid:

\$ 687,000.⁰⁰

CONTRACTOR NAME: Bertussi Contracting, Inc.

Total Base Bid:

\$ 848,848.⁰⁰

CONTRACTOR NAME: Peak Construction

Total Base Bid:

\$ 886,530.⁹⁴

CONTRACTOR NAME: _____

Total Base Bid:

\$ _____

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Accepting River Ridge Performance Bond

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Accepting River Ridge Performance Bond	Resolution
Surety Rider	Cover Memo/Letter
Site Plan Bond	Cover Memo/Letter
River Ridge Performance Bond Value	Cover Memo/Letter



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION ACCEPTING PERFORMANCE BOND FOR RIVER RIDGE

WHEREAS, River Ridge Views, LLC obtained approval from the City of Beacon Planning Board by Resolution on March 13, 2018 for an 18-unit residential development at 12 Ferry Street/Wolcott Avenue (a.k.a. Parcel L) pursuant to certain plans entitled, “River Ridge Townhouses,” prepared by Aryeh Siegel, Architect (the “Project”); and

WHEREAS, Condition C.2 of the Planning Board Resolution requires that prior to the issuance of a Building Permit and pursuant to Section 223-41.21.H(3) of the City Code, the Applicant must submit a performance guarantee for the construction of all public improvements in an amount to be determined by the City Engineer and in a form acceptable to the City Attorney; and

WHEREAS, River Ridge Views, LLC submitted a “Site Plan Bond” (performance bond) issued by Selective Insurance Company of America in the amount of \$260,000.00 and bearing Bond No. B 1211269, as well as a Surety Rider dated January 31, 2019, (together the Site Plan Bond and Surety Rider are referred to herein as the “Bond”), which Bond guarantees completion of all public improvements including sewer, water stairs and walkway, lighting, and as-built plans and engineering, as listed in the Performance Bond Estimate for River Ridge dated 11/29/18, last revised 1/14/19; and

WHEREAS, the City Attorney and City Engineer have reviewed the Bond and finds the Bond and related documents in acceptable form and amount, respectively.

NOW THEREFORE, BE IT RESOLVED THAT, that the City Council hereby authorizes the acceptance of the Bond described herein.

Resolution No. ____ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments <input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required. <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 J. Casale					
		Motion Carried					

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

SURETY RIDER

It is hereby understood and agreed that surety bond number B 1211269 with

River Ridge Views LLC as Principal and

City of Beacon as Obligor is hereby amended

effective 1/31/2019 as follows:

Scope of Work: Sewer, Water, Stairs and Walkway, Lighting, and As-Built Plans and Engineering, as listed in the Performance Bond Estimate for River Ridge dated 11/29/18, last revised 1/14/19

It is further understood and agreed that no other condition, limitation or exclusion of the bond shall be altered or amended by this rider.

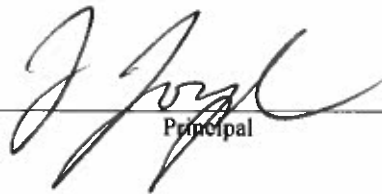
This rider shall be attached to and forms a permanent part of bond number **B 1211269**

Signed, sealed and dated this 31st day of January 2019

River Ridge Views LLC

WAIVED
Obligor

By:


Principal

Selective Insurance Company of America

By:


Attorney-in-Fact

Vince Lemma



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1211269

POWER OF ATTORNEY

Site Plan

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Vince Lemma**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Two Hundred Sixty Thousand Dollars (\$260,000.00)**

Signed this 31st day of January, **2019**

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

[Signature]
Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

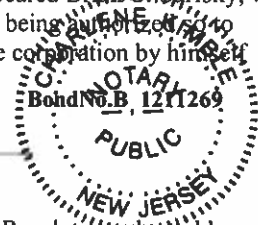
:ss. Branchville

COUNTY OF SUSSEX :

On this 31st day of January, **2019** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

[Signature]
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 31st day of January, **2019**

[Signature]
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

SITE PLAN BOND

Bond No. B 1211269

KNOW ALL MEN BY THESE PRESENTS, That we
River Ridge Views LLC

of 50 Red Schoolhouse Road Fishkill, NY 12524

as principal, and SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey Corporation
with its principal office at Branchville, NJ, as Surety, are held and firmly bound unto

City of Beacon

of One Municipal Plaza Beacon, NY 12508

in the sum of Two Hundred Sixty Thousand Dollars

(\$ 260,000.00)

for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The Condition of the obligation is such that, whereas, the above bounden
River Ridge Views LLC

has applied to City of Beacon

for

Water and Sidewalks with lighting improvements.

but before so issuing, the City of Beacon desires guarantee that certain
site improvements be done in accordance with the Municipal
Engineer's recommendation.


NOW, THEREFORE, if principal shall, faithfully observe and honestly comply with such
Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond,
then this obligation shall become void and of not effect, otherwise to be and remain in full force and
virtue.

Signed, Sealed and Dated this 29th day of January , 2019 .

River Ridge Views LLC


Principal

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 
Attorney-in-Fact
Vince Lemma

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

Bond No. B 1211269

STATE OF _____
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me personally appeared the above named _____

to me known and known to me to be the same described in and who executed the above instrument and duly acknowledged the execution of the same.

Notary Public _____ County

(Corporation)

STATE OF New York
COUNTY OF Dutchess } ss:

On this 29th day of January, 2019, before me personally appeared Gary Joseph

to me known, who, being by me duly sworn, did depose and say that he/she resides in Beacon, NY

that he/she is the Principal of River Ridge Views LLC, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Thomasine Supple

Notary Public Dutchess County

THOMASINE SUPPLE
Notary Public, State of New York
No. 01SU6157838
Qualified in Dutchess County
My Commission Expires 12/11/2018
2022

ACKNOWLEDGMENT OF SURETY

STATE OF New York
COUNTY OF Dutchess } ss:

On this 29th day of January, 2019, before me personally appeared Vince Lemma

duly sworn, did depose and say that he/she resides in Shrub Oak, NY that he/she is the Attorney-in-Fact of the

Selective Insurance Company of America 40 Wantage Avenue Branchville, NJ 07890

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Vince Lemma and knows him/her to be the

Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Vince Lemma and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

Thomasine Supple

Notary Public Dutchess County

THOMASINE SUPPLE
Notary Public, State of New York
No. 01SU6157838
Qualified in Dutchess County
My Commission Expires 12/11/2018
2022



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1211269

STATEMENT OF FINANCIAL CONDITION

Site Plan

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2017:

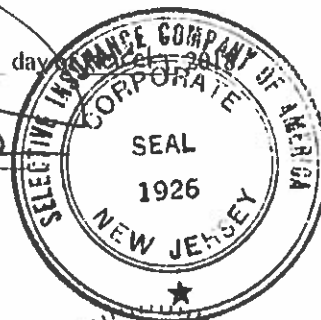
<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,583,550	Reserve for losses and loss expenses	\$1,013,590
Preferred stocks at convention value	3,960	Reserve for unearned premiums	382,768
Common stocks at convention values	117,189	Provision for unauthorized reinsurance	852
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	27,889
Short-term investments	92,023	Other accrued expenses	27,120
Mortgage loans on real estate (including collateral loans)	33,443	Other liabilities	<u>373,022</u>
Other invested assets	84,495	Total liabilities	1,825,241
Interest and dividends due or accrued	14,699		
Premiums receivable	359,686	Surplus as regards policyholders	<u>609,666</u>
Other admitted assets	<u>145,862</u>		
Total admitted assets	<u>2,434,907</u>	Total liabilities and surplus as regards policyholders	<u>2,434,907</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA this 6 day of March 2018

Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

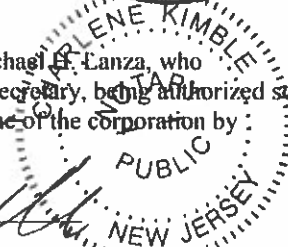
:ss. Branchville

COUNTY OF SUSSEX :

On this 6 day of March 2018, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

Notary Public
My Commission Expires:

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021





SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1211269

POWER OF ATTORNEY

Site Plan

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Vince Lemma**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Two Hundred Sixty Thousand Dollars (\$260,000.00)**

Signed this 29th day of January, 2019

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

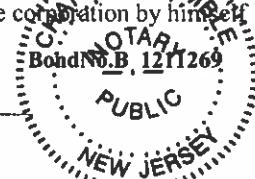
:ss. Branchville

COUNTY OF SUSSEX :

On this 29th day of January, 2019 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions have full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 29th day of January, 2019

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal
John Queenan, P.E., Principal

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lane, P.E., L.S.
Arthur R. Tully, P.E.

January 15, 2019

Mr. Anthony Ruggiero
City Administrator
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: River Ridge
City of Beacon
Public Improvement Bonding

Dear Mr. Ruggiero:

As part of the resolution for the River Ridge project, the applicant must establish a performance bond for the public improvements to be made as part of the site development. Attached, please find a construction cost estimate for the proposed improvements as prepared by Hudson Land Design, that has been reviewed and approved by our office. The construction cost estimate for all public improvements is valued at approximately \$260,000.00 for water, sewer, lighting, stairs, etc.

The inspection fees for the above work are to be established at 6% of the cost, which equates to \$15,600.00. Please note that the value of the inspection fees is only for the work outlined in the estimate and does not include inspection of all other site improvements.

If you have any questions, or require any further additional information, please do not hesitate to contact our office.

Very truly,

LANC & TULLY, P.C.


John Russo, P.E.

Enc.

Cc: John Gunn, Beacon Planning Board Chair
David Buckley, Beacon Building Inspector
Nick Ward-Willis, Esq., City Attorney
Jennifer Gray, Esq., Planning Board Attorney

River Ridge Performance Bond Estimate 01-15-19

(845) 294-3700 • P.O. Box 687, Route 207, Goshen, N.Y. 10924 • FAX (845) 294-8609
www.lanctully.com

River Ridge
City of Beacon, NY
11/29/2018: (Revised 12/31/2018, 01/14/2019)
Project Number 2017:014

Performance Bond Estimate

No.	Sewer	Units	\$/Unit	Quantity	Cost	Notes
1	48" Diameter Manhole	EA	5000.00	4	\$ 20,000	Per C/o Beacon Consulting Engineer
2	48" Diameter Manhole - SMH4 (21.5' Deep)	EA	11250.00	1	\$ 11,250	Per C/o Beacon Consulting Engineer
3	8" SDR-35 Sewer Main	LF	80.00	511	\$ 40,880	Per C/o Beacon Consulting Engineer
4	8" SDR-26 Sewer Main	LF	85.00	51	\$ 4,335	Per C/o Beacon Consulting Engineer
5	Casing and Spacers for Retaining Wall	EA	4200.00	1	\$ 4,200	Per Manufacturer (Advance Products and Systems - APS)
6	Sewer Main and Structure Testing	EA	2500.00	1	\$ 2,500	
7	Subtotal				\$ 83,165	
No.	Water	Units	\$/Unit	Quantity	Cost	Notes
1	6" CL52 DIP Water Main	LF	80.00	123	\$ 9,840.00	Per C/o Beacon Consulting Engineer
2	8" CL52 DIP Water Main	LF	100.00	688	\$ 68,800.00	Per C/o Beacon Consulting Engineer
3	Hydrants	EA	5000.00	3	\$ 15,000	Per C/o Beacon Consulting Engineer
4	6" Gate Valves	EX	1000.00	2	\$ 2,000	
5	8" Gate Valves	EA	2000.00	4	\$ 8,000	Per C/o Beacon Consulting Engineer
6	8" 45 Elbow	EA	750.00	3	\$ 2,250	Per C/o Beacon Consulting Engineer
7	6" 45 Elbow	EA	500.00	2	\$ 1,000	Per C/o Beacon Consulting Engineer
8	8" 22.5 Elbow	EA	750.00	3	\$ 2,250	Per C/o Beacon Consulting Engineer
9	6" 22.5 Elbow	EA	500.00	1	\$ 500	Per C/o Beacon Consulting Engineer
10	8"x 8"x 6" Tee	EA	1300.00	2	\$ 2,600	RS Means 33 11 13 15 88240
11	Casing and Spacers for Retaining Wall	EA	4200.00	1	\$ 4,200	Per Manufacturer (Advance Products and Systems - APS)
12	Water Main Testing and Disinfection	EA	2500.00	1	\$ 2,500	
13	Subtotal				\$ 118,940	
No.	Stairs and Walkway	Units	\$/Unit	Quantity	Cost	Notes
1	Concrete Walkway	LF	50.00	130	\$ 6,500	Installed 4" Thick, 4" Gravel Base, 5' Wide (RS Means G 2030 120 1620)
2	Concrete Stairs	5 Risers	1445.00	12	\$ 17,340	Installed 5' Wide, 5 Risers (RS Means G 2030 310 2620)
3	Subtotal				\$ 23,840	
No.	Lighting	Units	\$/Unit	Quantity	Cost	Notes
1	Staircase Bollard Light	EA	750.00	9	\$ 6,750	Provided By Aryeh Siegel, AIA (Price increased 20% for Installation)
2	Subtotal				\$ 6,750	
No.	As-Built Plans and Engineering	Units	\$/Unit	Quantity	Cost	Notes
1	As-Built Plans	EA	3000.00	1	\$ 3,000	Provided By Hudson Land Design, P.C.
2	Subtotal				\$ 3,000	
Total					Cost	Notes
					\$ 235,695	
	10% Contingency				\$ 23,570	
	GRAND TOTAL				\$ 259,265	

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Authorizing a Stormwater Control Facility Maintenance Agreement and Easement Regarding 32 Alice Street

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing 32 Alice Street Stormwater Agreement	Resolution
Stormwater Control Facility Maintenance Agreement and Easement	Agreement
Schedule A	Plans
Schedule B Operation Maintenance	Plans



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION AUTHORIZING A STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT AND EASEMENT REGARDING 32 ALICE STREET

WHEREAS, Brent C. Spodek and Alison R. Spodek obtained approval from the City of Beacon Planning Board on October 10, 2018 for a 2-lot subdivision of certain real property at 32 Alice Street, identified as tax parcel 6054-47-320616, more fully shown on the subdivision map entitled “Preliminary Subdivision Plan 32 Alice Street Subdivision” which is Sheet 2 of a 5-sheet plan set prepared by Hudson Land Design Professional Engineering, P.C. (“Project”); and

WHEREAS, stormwater control facilities were approved in connection with the Project as shown on the “above-referenced Preliminary Subdivision Plan 32 Alice Street Subdivision”; and

WHEREAS, the purpose of the proposed “Stormwater Control Facility and Maintenance Agreement and Easement” is to provide for and ensure the long term maintenance and continuation of the stormwater control measures required by the approved plans.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor and/or City Administrator to sign the “Stormwater Control Facility Maintenance Agreement and Easement” for said purpose, along with all documents as may be necessary for the recording of such Agreement, subject to review and approval by the City Attorney and City Engineer.

Resolution No. ____ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
		Motion Carried					

**STORMWATER CONTROL FACILITY
MAINTENANCE AGREEMENT AND EASEMENT**

WHEREAS, the CITY OF BEACON (“City of Beacon”) and BRENT C. SPODEK AND ALISON R. SPODEK (“OWNER”) desire to enter into this agreement (the “Agreement”) dated this ___ day of _____, 2019, to provide for the long term maintenance and continuation of stormwater control measures approved by the City of Beacon for certain real property located at 32 Alice Street, Beacon, New York, identified as tax parcel 6054-47-320616, more fully shown on a the subdivision map entitled “Subdivision Plan 32 Alice Street Subdivision”, prepared by Hudson Land Design Professional Engineering, P.C., dated June 26, 2018, last revised December _____ 2018 filed in the Dutchess County Clerk’s Office on _____ as Filed Map No. _____ (“Subdivision Plat”), and set forth on Schedule A (the “Premises”); and

WHEREAS, this Agreement is provided in connection with a subdivision of the Premises, which received Subdivision Approval from the City of Beacon Planning Board by resolution on October 10, 2018 based on a 5-sheet Preliminary Subdivision Plan set prepared by Hudson Land Design and on file at the City of Beacon Building Department (together with the Subdivision Plat the 5-sheet plan set is referred to herein as the “Approved Project Plans”), which Approved Project Plans include certain stormwater management facilities and control measures (collectively, the “Structures”) required to be constructed and maintained in accordance with the Approved Project Plans, and the Stormwater Structures Maintenance Obligation (the “SWSMO”) prepared by Hudson Land Design Professional Engineering, P.C., and set forth in Schedule B; and

WHEREAS, the City of Beacon and the Owner desire that the Structures be built in accordance with the Approved Project Plans set forth on said map and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the Structures;

NOW, THEREFORE, IN WITNESS WHEREOF, the City of Beacon and the Owner agree as follows:

1. This Agreement binds the Owner, its successors and assigns, to the maintenance provisions depicted in the Approved Project Plans and described in the SWSMO set forth at Schedule B. The Premises shall be held, transferred, sold, conveyed and occupied subject to this Agreement.
2. The owners of the respective lots shown on the Subdivision Plat shall maintain, clean, repair, and replace the Structures and keep the Structures in continuous operation in accordance with the Approved Project Plans and the SWSMO as necessary to ensure optimum performance of the stormwater control measures to design specifications. The stormwater control measures shall include, if applicable, but shall not be limited to, the following items located at the Premises: catch basins, piping, underground infiltration basin and rain garden. The maintenance schedule of the SWSMO is set forth on the Subdivision Plat.

3. The Declarant hereby grants unto the City of Beacon, its successors and assigns a perpetual easement and right-of-way to enter upon the Premises in order to access the Structures at reasonable times and in a reasonable manner for periodic inspection by the City of Beacon to ensure that the Structures are maintained in proper working condition and meets the design standards established by the SWSMO.
4. The Declarant its successors and/or assigns shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Structures except in accordance with written approval of the City of Beacon which approval shall not be unreasonably withheld, delayed or conditioned.
5. The Declarant its successors and/or assigns shall promptly undertake necessary repairs and replacement of the Structures at the direction of the City of Beacon or in accordance with the recommendations of the inspecting professional.
6. The Declarant hereby covenants that it is seized of the Premises in fee simple and has full authority to execute this Agreement; shall do nothing to the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement.
7. This Agreement shall not confer unto the City of Beacon any duty or obligation to repair or maintain the Structures. Further, the City of Beacon's acceptance of any rights pursuant to this Agreement shall not be deemed as the acceptance of any duty or obligation to repair or maintain the Structures, except that any damage to the Structures caused by the City of Beacon's negligence during inspections or otherwise shall be restored, repaired or otherwise remedied by the City of Beacon at the City of Beacon's sole cost.
8. This Agreement shall be recorded in the Office of the County Clerk, County of Dutchess as a condition of final subdivision approval.
9. If ever the City of Beacon determines that the Declarant its successors and/or assigns has failed to construct or maintain the Structures in accordance with the SWSMO, or has failed to undertake corrective action specified by the City of Beacon, the City of Beacon shall provide the Declarant with written notice via certified mail, return receipt requested, specifying such failure. The written notice shall provide that the Declarant has fifteen (15) days to cure any defect and/or failure specified therein. In the event the failure cannot be cured within fifteen (15) days, the Declarant shall advise the City of Beacon as to same in writing within fifteen (15) days of receipt of the City of Beacon's notice to cure. The Declarant shall be afforded the opportunity to request a reasonable time frame to cure said failure/defect if the Declarant so desires. If the Declarant fails to provide written notice requesting an extension of time to cure a failure/defect and the Declarant does not cure said failure/defect, the City of Beacon is authorized but not obligated to undertake such steps as are reasonably necessary for the preservation, continuation or maintenance of the Structures and to affix the expenses thereof as a lien against the Premises. All notices and demands shall be made in writing and delivered by certified mail, return receipt requested, with postage prepaid thereon, if to Declarant to the address on file with the City Tax Assessor for the current owner of the Premises, and if to the City of Beacon, addressed as follows:

City Administrator
City Hall
1 Municipal Plaza
Beacon, New York 12508

With a copy to:
Keane & Beane, P.C.
445 Hamilton Avenue, Ste 1500
White Plains, New York 10601
Attn: Nicholas M. Ward-Willis, Esq.

10. In the event the City of Beacon exercises its rights hereunder, it shall return the Premises to a reasonably similar condition as it existed prior to the exercise of such rights.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarant and the City of Beacon have executed this Agreement as of the date first herein above set forth.

DECLARANT

By: _____
Name: Brent C. Spodek

By: _____
Name: Alison R. Spodek

CITY OF BEACON

By: _____
Name: Anthony Ruggiero
Title: City Administrator

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

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared BRENT C. SPODEK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

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

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared ALISON R. SPODEK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

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

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY RUGGIERO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

Record & Return:

Keane & Beane, P.C.
445 Hamilton Avenue, Ste 1500
White Plains, New York 10601
Attn: Nicholas M. Ward-Willis, Esq.

Section: 6054
Block: 47
Lot(s): 320616
County: Dutchess

Schedule A
Description of Premises

Schedule B
Stormwater Structures Maintenance Obligation (SWSMO)

Westcor Land Title Insurance Company

SCHEDULE A

(continued)

TITLE NO. RAD-21695WC

Description

ALL that certain plot, piece or parcel of land situate, lying and being in the CITY OF BEACON, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of Alice Street, said point being the intersection of the northerly line of Alice Street with the westerly line of lands now or formerly Gertel (Doc. # 2001-11012) ; thence along the northerly line of Alice Street, North 77-29-25 West 158.00 feet to a point; thence along now or formerly Munoz (L. 1741 cp 335), North 09-22-50 East 135.00 feet to a corner wood fence post; thence along now or formerly Kilgour (Doc. #2012-931) and along now or formerly Miller (L. 1643 cp 277) , South 78-53-20 East 139.67 feet to a point; thence along now or formerly Gertel (Doc. # 2001-11012), South 01-57-35 West 140.58 feet to the point or place of BEGINNING.

asure

1.0 PROJECT LOCATION

The 32 Alice Street Subdivision is located on Alice Street, and sits on approximately 0.467 acres of land identified as parcel number 6054-47-320616 on the City of Beacon Tax Maps.

2.0 SUMMARY OF STORMWATER MANAGEMENT SYSTEM

The project consists of the subdivision of the existing 0.467-acre lot with the existing single-family residence to two lots with a proposed single-family residence. This report summarizes all data and information necessary for the operation and maintenance of the stormwater infrastructure that will serve the newly created lots.

Lot 1 contains the existing single-family residence. Stormwater generated from a portion of the impervious roof top will be collected by a gutter and downspout system to drain basins along the western side of the residence. The drain basin conveys stormwater to a proposed rain garden to the rear of the residence via culvert piping in trench.

Lot 2 contains the proposed single-family residence and garage. Stormwater collected on a portion of the impervious roof top will be collected by a gutter and downspout system to drain basins along the eastern side of the residence and conveyed to a yard drain in the rear of the residence to the east of the proposed garage. Stormwater collected on the impervious driveway will travel via sheet flow to the yard basin via driveway grading. The runoff collected in the yard basin will outlet to a proposed underground infiltration system located in the rear yard.

2.0 STORMWATER SYSTEM COMPONENTS

2.1 Yard Drains

One Yard Drain is located on Lot 2. Yard drains are pre-cast concrete structures located below grade that collect site runoff from the surface via a grate inlet, or from other portions of the site via pipe inlet. Yard drains are equipped with a sump to capture sediment. All yard drains have an outlet culvert pipe that conveys the runoff to its designed outlet.

2.2 Culvert Piping

Culvert piping consists of smooth interior corrugated HPDE pipe. The culvert pipe for roof leaders on Lots 1 and 2 is 8" diameter HDPE.

2.3 Underground Infiltration System

The proposed underground infiltration system on Lot 2 is comprised of 15 parabolic HDPE chambers manufactured by Stormtech, Model SC-310 Infiltrators. Each chamber unit measures 34 inches in width, 16 inches in height, and 7.1 feet in length. The chambers are embedded in stone with a depth of 6 inches below the open bottom structures, 14 inches above the top of the structures and 12 inches surrounding the outermost edge of the structures. The open bottom chambers are constructed of HDPE and are perforated around their periphery allowing stormwater to infiltrate through the outside wall of the chamber. The parabolic arch

allows for a higher storage volume per linear foot as opposed to a circular pipe of the same size. The stone that surrounds the chambers is a 1-2" washed crushed stone with 40% void space that provide for additional storage. Every starting and end chamber for each row is provided with a 6" diameter inspection port raised to grade for monitoring and maintenance purposes.

2.4 Drain Basins

Drain basins are HDPE structures located below grade that act as collection points for roof leader downspouts and allow changes in culvert pipe direction or as junctions for multiple culvert pipes being combined. Two drain basins per roof leader system for each lot is provided for this project.

2.5 Rain Gardens

Rain Gardens are shallow excavated stormwater areas used to promote stormwater infiltration and stormwater uptake from plantings. The bottom of the basin is typically mulched or grassed with plantings specifically spaced throughout Rain Garden to promote filtration. Small volumes of runoff are directed into the rain gardens from residential roof drains, driveways and other hard surfaces and seeps into the soil over a period of two days.

3.0 MAINTENANCE

3.1 Responsibility for Maintenance

The owner of record for each respective lot shall be responsible for the periodic maintenance and overall condition of the respective stormwater management system.

3.2 Maintenance Requirements

3.2.1 Culvert Piping, Yard Drains, and Drain Basins

Frequency	Observation	Maintenance Activity
Spring and Fall	Inspect all culvert inlets and outlets. Look for obstructions, vegetation, debris, litter, sediment, etc.	Remove obstructions, etc.

3.2.2 Rain Gardens

Rain Gardens shall be inspected monthly for sediment and debris accumulation. Inflow pipes should also be inspected for sediment and debris monthly. Any accumulated sediment or debris should be removed as necessary. After storm events, the rain gardens dewatering duration should also be monitored. Sediment shall be cleaned out of the rain garden annually.

Frequency	Observation	Maintenance Activity
After several storm events or after an extreme storm event	Inspect outfalls and other areas for signs of erosion, signs of mulch movement out of the treatment area, signs of damaged plants or dead or diseased vegetation. Observe dewatering capability.	Replace mulch as needed, repair areas of erosion and replace dead, diseased or damage plants. Full dewatering in 24 hours.
Spring and Fall	Inspect inflow points for erosion or clogging. Inspect shrubs and other vegetation to evaluate their health and replace any dead or diseased vegetation. Inspect surrounding drainage area for erosion or signs of sediment delivery to the rain garden.	Remove any invasive plant species. Remove clogs from the stormwater system inflow and outflow components.
2 to 3 years		Replace mulch over entire area. If dewatering is a problem, core aeration of cultivating un-vegetated areas may be required to ensure adequate filtration.

3.2.3 Underground Infiltration System

The underground detention system shall be inspected prior to being placed into operation. Any accumulated sediment within the chambers shall be removed via hydraulic jet and vacuum truck. After being placed into operation, the following is a general guideline for inspection and maintenance, which may be adjusted by the operator periodically based on site conditions and subsequent system evaluations. Start with measurement of sediment at the inspection port for the first row of chambers via stadia rod, or inspection by CCTV. If the depth of sediment is in excess of 3 inches, then the row should be cleaned with high pressure water through a culvert cleaning nozzle, carried out through the hydrodynamic pretreatment device.

Frequency	Observation	Maintenance Activity
Year 1: Monthly	Inspect inlets and outlets monthly for any clogging. Inspect the surface around the chambers for any depressions.	Remove obstructions as necessary. Contact a licensed professional engineer if depressions develop.
Year 2 and after: bi-annually (spring and fall)	Inspect inlets and outlets monthly for any clogging. Dewatering shall be monitored at least once per year. Inspect the surface around the chambers for any depressions.	Remove debris as necessary as described in the narrative. Contact a licensed professional engineer if dewatering is not occurring or if depressions develop.

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Authorizing Sale of COB Property Adjacent to 790 Wolcott Avenue

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing Sale of City of Beacon Property Adjacent to 790	Resolution
Short Environmental Assessment Form	Cover Memo/Letter



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION AUTHORIZING SALE OF CITY OF BEACON PROPERTY ADJACENT TO 790 WOLCOTT AVENUE

WHEREAS, there exists a 0.123 Acre parcel of land located adjacent to 790 Wolcott Avenue (parcel identification grid number for 790 Wolcott Avenue: 130200-6054-13-228457-0000) in the City of Beacon, Dutchess County, New York (the “**Property**”); and

WHEREAS, the Property was obtained by the City of Beacon (the “**City**”) pursuant to a deed recorded at the Dutchess County Clerk’s Office and is currently used as road right-of-ways; and

WHEREAS, the Property is not needed by the City for any municipal purpose; and

WHEREAS, the Beacon City Council (the “**City Council**”) has the authority pursuant to General City Laws § 20 to sell and convey real property, when not needed for City purposes; and

WHEREAS, pursuant to Section 1.07 of the City Charter, the City Council may by resolution vote to sell City property upon such terms and conditions as the City Council may deem proper; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617 and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council hereby declares that the Property is not needed for municipal purposes; and

BE IT FURTHER RESOLVED, the City Council approves of the sale of the Property to Rafiq Ahmed, an individual having an address at 790 Wolcott Avenue, Beacon,

New York 12508 (the “**Purchaser**”), for a sales price of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) Dollars, in accordance with the terms of the Purchase and Sale Agreement, subject to review and approval by the City Attorney; and

BE IT FURTHER RESOLVED, that the Mayor and/or City Administrator are authorized to sign any and all documents, necessary to effectuate the purpose of this Resolution.

Resolution No. ____ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
Motion Carried							

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
City of Beacon			
Name of Action or Project: Sale of City Property (0.123 acres) adjacent to 790 Wolcott Avenue			
Project Location (describe, and attach a location map): 790 Wolcott Avenue, Beacon, New York 12508			
Brief Description of Proposed Action: Sale of .123 Acre triangular lot of City Land, which is currently used as road right-of-ways to Rafiq Ahmed, the current owner of record of adjacent property located at 790 Wolcott Avenue, Beacon, New York.			
Name of Applicant or Sponsor: City of Beacon		Telephone: (845) 838-5009	
		E-Mail: aruggiero@cityofbeacon.org	
Address: 1 Municipal Plaza			
City/PO: Beacon		State: NY	Zip Code: 12508
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? .123 acres b. Total acreage to be physically disturbed? 0.0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? .123 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 40px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>City of Beacon</u> Date: _____ Signature: _____ Title: <u>City Administrator</u>		

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

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

The City of Beacon is selling a .123 Acre triangular lot of City Land which is currently used as road right-of-ways to Rafiq Ahmed, the current owner of record of adjacent property located at 790 Wolcott Avenue, Beacon, New York. Mr. Ahmed operates a convenient store at 790 Wolcott Avenue and the store's parking lot currently encroaches on the subject City Land. No structural changes will occur as a result of this sale. Cosmetic changes to the existing structure on 790 Wolcott Avenue ("facelift" renovations for building) and parking lot area (lighting, signage, landscaping, etc.) are expected.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Beacon City Council

Name of Lead Agency

Anthony Ruggiero

Print or Type Name of Responsible Officer in Lead Agency

Date

City Administrator

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

City of Beacon Council Agenda
2/4/2019

Title:

Resolution Authorizing Contract With Beacon Residential LLC for Improvements to Green St. Park

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing Contract with Beacon Residential LLC	Resolution
Memorandum Regarding Green Street Park Bids	Cover Memo/Letter
Contract between City of Beacon and Beacon Residential LLC for Improvements to Green Street Park	Agreement



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

**RESOLUTION AUTHORIZING THE CITY OF BEACON TO SIGN A
CONTRACT WITH BEACON RESIDENTIAL LLC FOR IMPROVEMENTS TO
GREEN STREET PARK**

WHEREAS, the initial budget estimate for the Green Street Park Improvements project, based on available CDBG funding was \$60,000; and

WHEREAS, the City of Beacon received five bids, the lowest of which was \$87,8000 from Beacon Residential LLC.

NOW THEREFORE, BE IT RESOLVED THAT, that the City Council hereby authorizes the Mayor and/ or City Administrator to sign the contract with Beacon Residential LLC for improvements to Green Street Park.

Resolution No. ____ of 2019			Date: <u>February 4, 2019</u>				
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
		Motion Carried					



Memo

To: Anthony Ruggiero City Administrator
From: Mark Price
CC:
Date: January 4, 2019
Re: Bid Summary and Contract Approval

A total of five (5) bid proposals were submitted and opened on November 13, 2018 for the Green Street Park Improvements project. The five proposals were carefully reviewed for required CDBG funding supporting documents. All proposals submitted were complete.

The following tabulation shows the order from the lowest bidder, the name of the bidder, and the total contract amount. The initial budget estimate for the Green Street Park Improvements project, based on available CDBG funding, was \$60,000.00.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT
Beacon Residential Fishkill, NY	\$87,800.00
Woodland Manor, LLC Patterson, NY	\$92,000.00
Butler Construction Montgomery, NY 12549	\$117,500.00
Malum Enterprises, LLC Monroe, NY	\$153,000.00
Legacy Supply, LLC Valhalla, NY	\$260,400.00

City of Beacon
Bid Opening

Green Street Park Improvements

November 13, 2018
11:00 a.m.

CONTRACTOR NAME: Butler Construction Group

Total Base Bid:

\$ 117,500.00

CONTRACTOR NAME: Legacy Supply, LLC

Total Base Bid:

\$ 260,400.00

CONTRACTOR NAME: Malum Enterprises, LLC

Total Base Bid:

\$ 153,000.00

CONTRACTOR NAME: Beacon Residential (Tim Owen)

Total Base Bid:

\$ 87,800.00

City of Beacon
Bid Opening

Green Street Park Improvements

November 13, 2018
11:00 a.m.

CONTRACTOR NAME: Woodland Manor, LLC

Total Base Bid:

\$ 92,000.00

CONTRACTOR NAME: _____

Total Base Bid:

\$ _____

CONTRACTOR NAME: _____

Total Base Bid:

\$ _____

CONTRACTOR NAME: _____

Total Base Bid:

\$ _____

AGREEMENT

THIS AGREEMENT, made this the 21st day of January, 2019 by and between City of Beacon acting herein through its Mayor, hereinafter called "*OWNER*" and Beacon Residential, LLC, a corporation of the Town of Fishkill, County of Dutchess, State of New York, hereinafter called "*CONTRACTOR*".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the *OWNER*, the *CONTRACTOR* hereby agrees with the *OWNER* to: perform all work as specified in the plans for Green Street Park Improvements, hereinafter called the project, for the sum of: Eighty-Seven Thousand Eight Hundred Dollars (\$87,800.00) and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, the General Conditions, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by One Nature, LLC, :herein after called "*PROJECT LANDSCAPE ARCHITECT* ", all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to complete the work under this contract by May 30, 2019. The *CONTRACTOR* further agrees to pay liquidated damages for each consecutive calendar day thereafter, in accordance with the schedule in the Information for Bidders.

OWNER agrees to pay the *CONTRACTOR* in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions. The *OWNER* shall retain 5% of each progress payment, in accordance with the provisions of the General Conditions and General Municipal Law, until final completion and acceptance of all work.

Prior to the commencement of construction, the *CONTRACTOR* shall meet with all known public and private utility companies occupying the work site. At this meeting the *CONTRACTOR* shall inform the utility companies of the *CONTRACTOR*'s schedule of operations and coordinate the *CONTRACTOR*'s work with these companies.

The *CONTRACTOR* specifically agrees that the *CONTRACTOR* has taken into account and included in the *CONTRACTOR*'s unit prices and lump sum prices bid, for various items of the contract, any additional cost of doing the work under this contract because of not having a clear site for the work, because of interference of roadway use by the utilities and because of the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

This agreement shall be construed and enforced in accordance with the laws of the State of New York.

AGREEMENT - continued

CONTRACTOR agrees:

A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.

B. Any litigation brought by the *CONTRACTOR* based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the *OWNER* is located, trial to be without jury.

C. Any legal process or notice connected with any litigation may be served on the *CONTRACTOR* by U.S. registered mail, postage prepaid, addressed to the *CONTRACTOR* at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the *CONTRACTOR* or at the *CONTRACTOR'S* last known address, and that service in such manner shall constitute good and valid service of process upon the *CONTRACTOR*.

D. The *CONTRACTOR* hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.

This contract shall be presented in court as conclusive evidence of the foregoing agreement.

The *CONTRACTOR* agrees that he/she/it will indemnify and save the *OWNER* harmless from all claims growing out of the lawful demands of sub*CONTRACTORS*, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The *CONTRACTOR* must, at the *OWNER'S* request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the *CONTRACTOR* fails to do so, then the *OWNER* may, after having served written notice on the *CONTRACTOR*, either pay unpaid bills, of which the *OWNER* has written notice, direct, or withhold from the *CONTRACTOR'S* unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the *CONTRACTOR* shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the *OWNER* to the *CONTRACTOR*.

The acceptance by the *CONTRACTOR* of final payment shall be and shall operate as a release to the *OWNER* of all claims and all liability to the *CONTRACTOR* for all things done or furnished in connection with this work and for every act and neglect of the *OWNER* and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the *CONTRACTOR* of his/he sureties from any obligation under this Contract or any Performance and Payment Bond required hereunder.

AGREEMENT – continued

Defense of Action Suit – Neither the OWNER nor any of its officers or agents shall in any manner by answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the OWNER nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the OWNER or others, occurring during or resulting from the work. The CONTRACTOR shall indemnify and save harmless the OWNER, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the OWNER's negligence.

The CONTRACTOR shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts stated in this bid document for the protection of the CONTRACTOR and the OWNER, stamped by the insurer "Premium Paid". These policies shall be written by an insurance company or companies approved by the OWNER.

OWNER shall have the right to stop work or terminate the contract if:

- The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors.
- A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days.
- The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence.
- The CONTRACTOR fails to make prompt payment to persons supplying labor for the work.
- The CONTRACTOR fails or refuses to comply with all applicable laws and ordinances.
- The CONTRACTOR is guilty of a substantial violation of any provision of the contract.

In any event, the OWNER, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the CONTRACTOR, terminate the employment of the CONTRACTOR and his/her/its right to proceed as to the work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the OWNER for such excess.

It is hereby mutually covenanted and agreed that the relation of the CONTRACTOR to the work to be performed by him/her/it under this Contract shall be that of an independent CONTRACTOR. As an independent CONTRACTOR, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the CONTRACTOR, his/her/its agents, or employees have been negligent. The CONTRACTOR shall hold and keep the OWNER free and discharged of and from any and all responsibility and liability of any

sort of kind. The CONTRACTOR shall assume all responsibilities for risks or causalities of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The CONTRACTOR shall make good any damages that may occur in

AGREEMENT – continued

consequence or the work or any part of it. The CONTRACTOR shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of and federal, state, county or local laws, regulations or ordinance.

The CONTRACTOR agrees to indemnify and save the OWNER, its officers, agents and employees harmless from any liability imposed upon the OWNER, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.

In accordance with the provisions of Section 109 of the General Municipal Law, the CONTRACTOR is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the OWNER.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(CONTRACTOR)

[Seal]

ATTEST:

BY: _____

(Mayor, City of Beacon)

[Seal]

ATTEST: