



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

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

April 1, 2019
12:00 AM
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.

Community Segment:

- Danskammer Energy LLC

Reports:

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

Local Laws and Resolutions:

1. Resolution Authorizing Sale of City of Beacon Property Adjacent to 251 Tioronda Avenue
2. Resolution Supporting Universal Rent Stabilization and Control
3. Resolution Authorizing an Agreement with Jonathan Castelli as Volunteer Recruitment and Retention Coordinator for 2018 & 2019

Approval of Minutes:

- City Council Meeting Minutes March 18, 2019

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:

**City of Beacon Council Agenda
4/1/2019**

Title:

Danskammer Energy LLC

Subject:

Background:

ATTACHMENTS:

Description	Type
Danskammer Energy LLC Presentation	Presentation



DANSKAMMER

ENERGY, LLC

**Facility Repowering Project
March 2019**

Danskammer Energy – Existing Operations

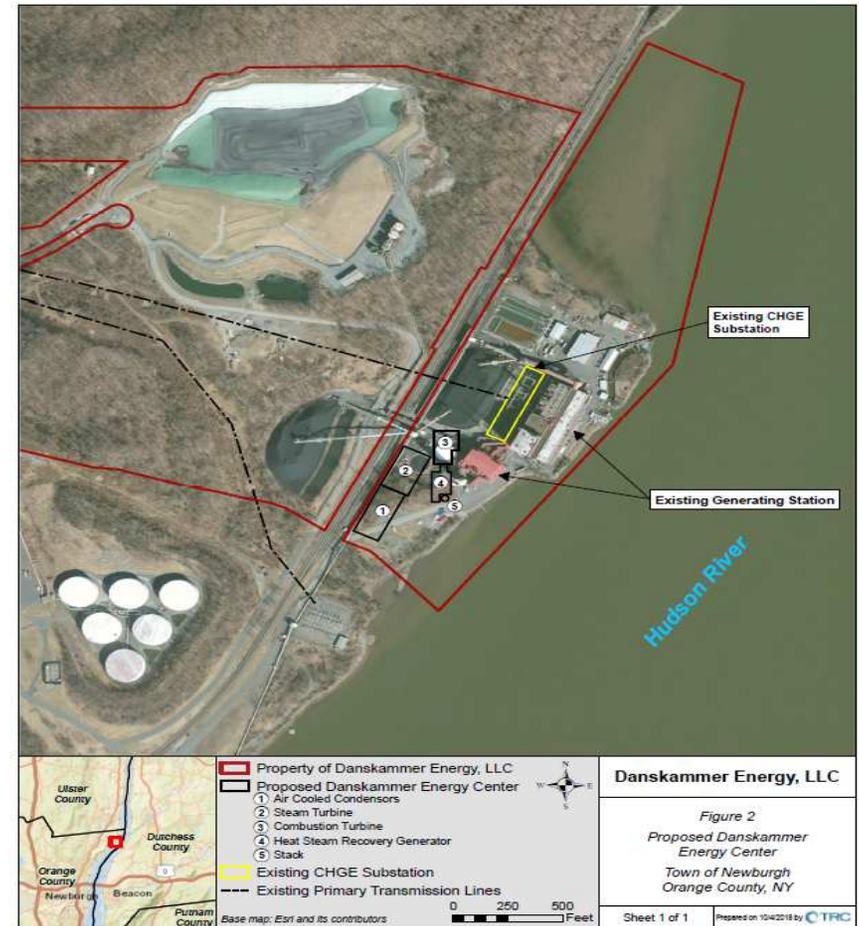
- *Operating natural gas plant*
- *Provides capacity reliability and peak generation response to NYISO*
- *Current capacity factor <5% annually*
- *Expected to increase significantly post IP closure*

- Built in the 1950s and originally fueled by coal
- Converted to oil and natural gas during the 1980's and 1990's



Project Overview: Complementing NY Renewable Growth

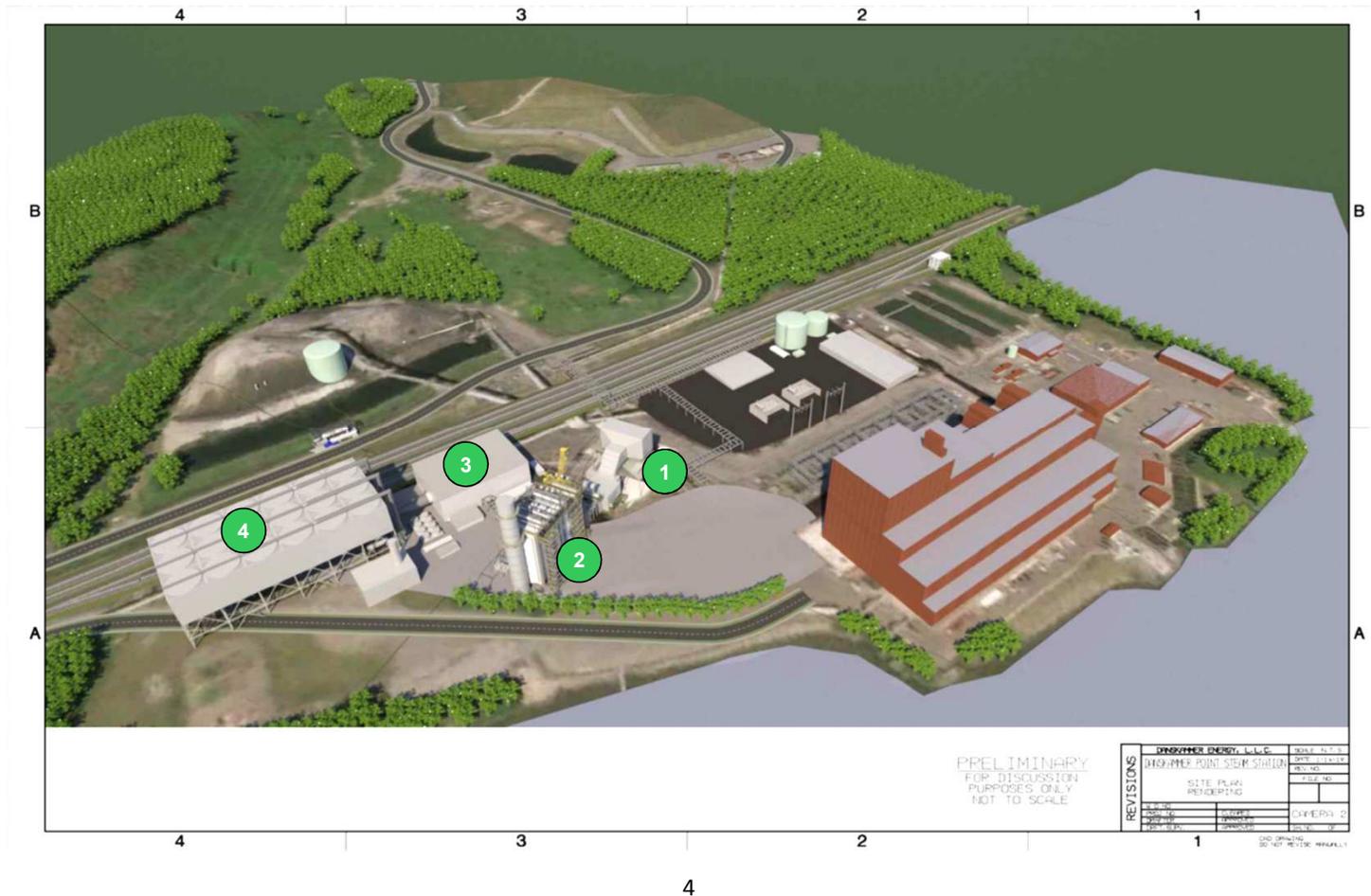
- The new facility will:
 - Power more than 500,000 New York homes and businesses
 - Reduce emissions per megawatt hour of generation
 - Use air cooled condensers to eliminate use of Hudson River water for cooling
 - Provide NYISO with quick start, fast ramping generation when wind & solar aren't available
 - Provide significant economic benefits to surrounding communities
 - Studying feasibility and economics of solar and batteries on site



Proposed Site Configuration – Smaller Footprint

Key Components:

- 1 Gas turbine
- 2 Heat recovery steam generator
- 3 Steam turbine
- 4 Air cooled condensers



Proposed Site Configuration – Existing Infrastructure

Key Components:

- 1** Gas turbine
- 2** Heat recovery steam generator
- 3** Steam turbine
- 4** Air cooled condensers.



Benefits



- Over \$50 million in property and school taxes over next 20 years
- Over \$100 million spent locally during construction
- Provides ~40 local high-paying operations jobs
- More than 400 union construction jobs



Existing vs. Repowered Facility

Existing

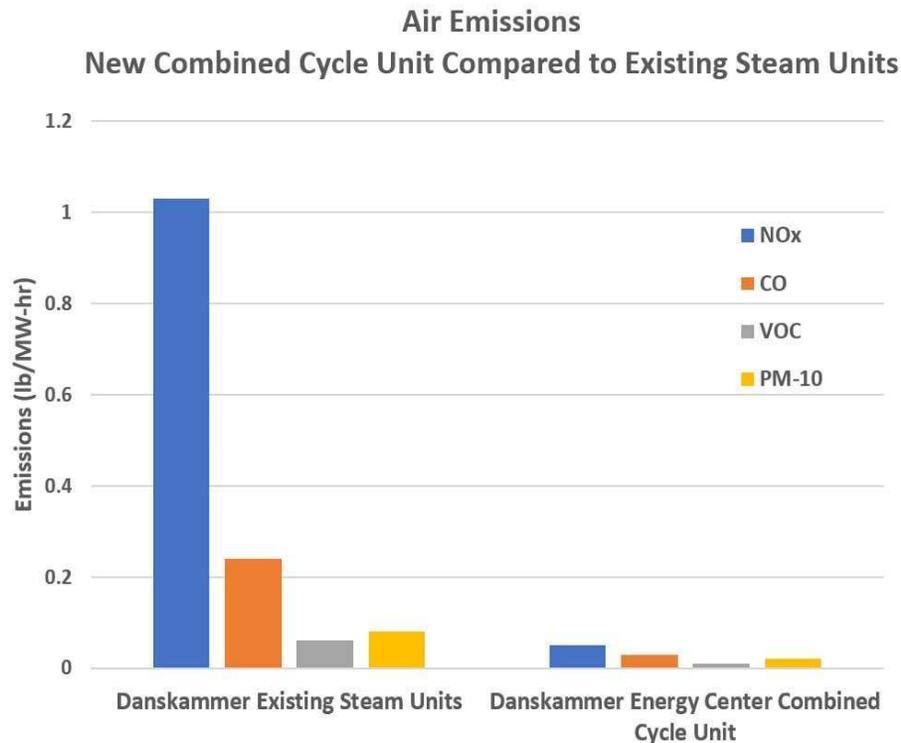
- Significant start times (11 hours)
- Less efficient / higher emissions
- Uses Hudson River for cooling
- Higher electricity cost
- Difficulty supporting renewables

Repowered

- Rapid start (less than 10 minutes)
- 80-90% emissions reduction
- Requires 50% less natural gas
- No use of Hudson River water
- Lower cost electricity
- Backs up renewables

Using the existing brownfield site provides key environmental advantages

Air Emissions Profile – Combined Cycle



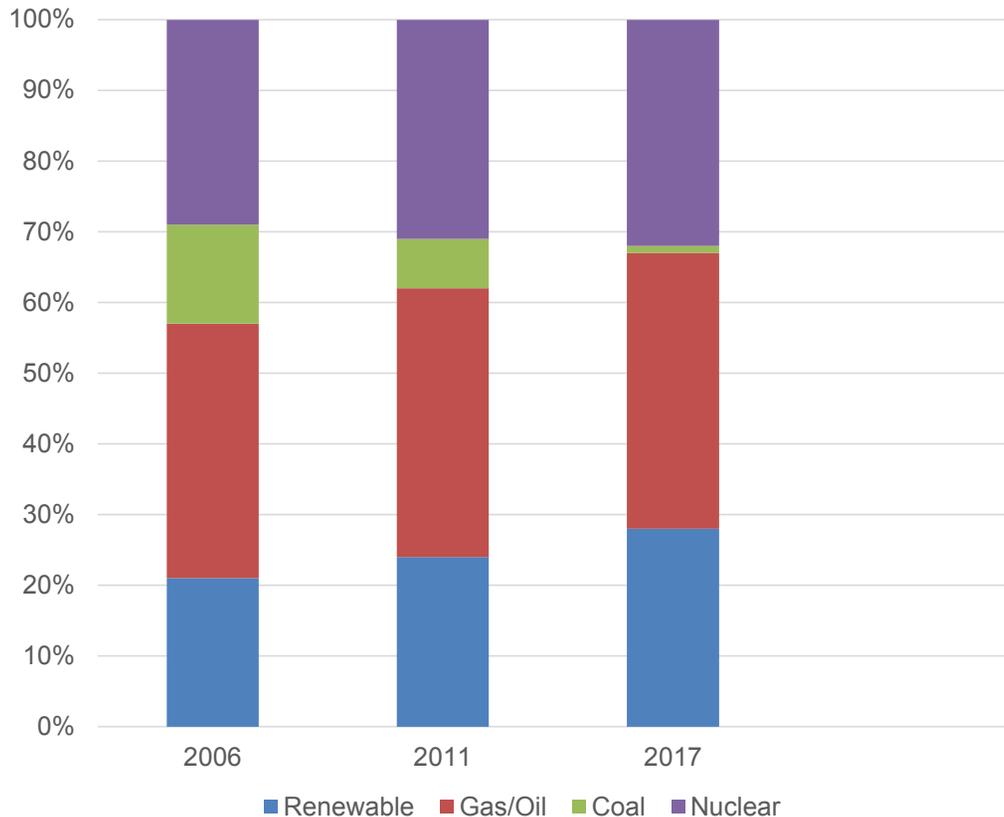
****We estimate the new technology used in the plant would reduce emissions on a PER HOUR basis as follows:**

- 95% reduction in NO_x emissions
- 88% reduction in CO emissions
- 85% reduction in VOC emissions
- 75% reduction in PM-10 emissions
- 47% reduction in heat rate from 11,838 Btu/KW-hr for the existing steam plant to 6,300 Btu/KW-hr
- 40% reduction in CO₂e emissions from 1,490 lb/MW-hr for the existing steam plant to 900 lb/MW-hr for the combined cycle plant

****This graph has been prepared based on modeling from existing generation that uses the same technology Danskammer will use. Additional air quality emissions modeling will be verified by independent third party analysis.**

Renewable Generation Progress for NY

NYISO Data 2006-2017

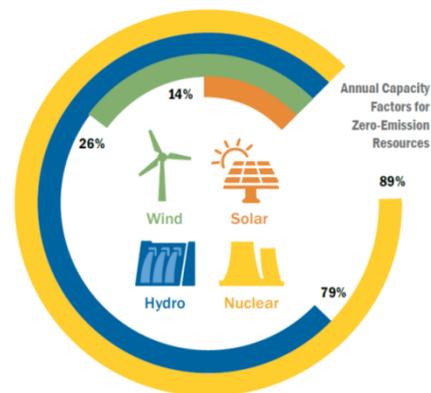


• Renewable Breakdown

- 2006: ~21%
 - Hydro 19%
 - **Wind <1%**
 - Other 2%
- 2011: ~24%
 - Hydro 20%
 - **Wind 2%**
 - Other 2%
- 2017 ~28%
 - Hydro 23%
 - **Wind 3%**
 - Other 2%

NY Renewable Challenges

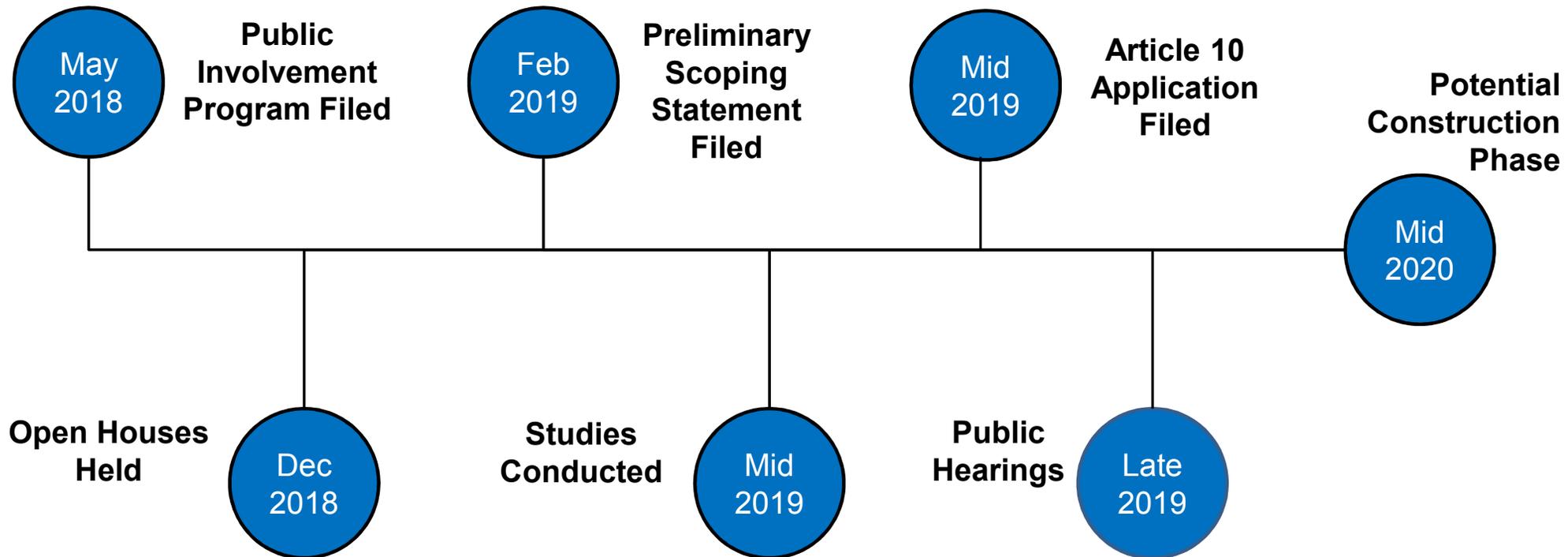
- Low capacity factor for wind (26% avg.) and solar (14% avg.)
- Space for renewable energy mostly in rural upstate areas
 - Heavy bird migration pathways in best wind locations
- Lack of existing transmission to transport energy downstate hinders renewable progress
- To produce ~300 MW of wind takes 28,000 acres, 9 miles of roads



Source: NYISO 2018 Power Trends Report

Article 10 Timeline

Construction Will Take Approximately 30 Months After Final Approval



Article 10 Planned Studies

- Wetlands delineation
- Traffic counts and analysis
- Noise monitoring and modeling
- Cultural resource consultations
- Visual simulations and analysis
- Air emissions modeling
- Economic modeling
- Electric System Impacts
- Electric interconnection system impacts and reliability

Questions?

City of Beacon Council Agenda
4/1/2019

Title:

Resolution Authorizing Sale of City of Beacon Property Adjacent to 251 Tioronda Avenue

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing Sale of City of Beacon Property Adjacent to 251 Tioronda Avenue	Resolution

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

**RESOLUTION AUTHORIZING SALE OF CITY OF BEACON PROPERTY
ADJACENT TO 351 TIORONDA AVENUE**

WHEREAS, the City owns the right of way along Tioronda Avenue, adjacent to the real property located at 351 Tioronda Avenue (parcel identification grid number 130200-6054-13-871316) 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 has been encroached upon by certain improvements and 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 David and Anne Miller, having an address at 351 Tioronda Avenue, Beacon, New York 12508 for a sales price of Five Hundred and 00/100 Dollars (\$500.00) Dollars, in accordance with the terms of the 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.

City of Beacon Council Agenda
4/1/2019

Title:

Resolution Supporting Universal Rent Stabilization and Control

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Supporting Universal Rent Stabilization and Control	Resolution



DRAFT – 3-28-2019

**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2019

**RESOLUTION SUPPORTING
UNIVERSAL RENT STABILIZATION AND CONTROL**

WHEREAS, the City of Beacon has documented and identified unmet need for affordable housing opportunities to serve low and moderate income residents; and

WHEREAS, the City enacted [Article IVB § 223-41.9 “Affordable Workforce Housing Law”](#) in 2010, amended in 2015, which requires ten percent (10%) of all projects containing ten (10) or more apartment dwellings and/or attached dwellings to comprise of below-market-rate units; and

WHEREAS, the City’s affordable housing law is only one way to address housing affordability, and aside from the new construction that is required to be affordable according to this local law, currently state law does not provide local authority to form a local board that would determine annual allowable rental increases in order to protect tenants from arbitrary rent increases; and

WHEREAS, the [New York State’s Emergency Tenant Protection Act \(ETPA\) of 1974](#) provides rental protections including rent stabilization whereby landlords are subject to regulated rent increases and tenants have the right to renewal leases; and

WHEREAS, under the current ETPA law only municipalities in Nassau, Westchester, Rockland counties and New York City are eligible to adopt a form of rent stabilization, resulting in rent control only applying to tenants in eight (8) of the state’s sixty-two (62) counties; and

WHEREAS, in 2019, New York State’s Emergency Tenant Protection Act (ETPA) of 1974 will be expiring, presenting an opportunity for our leadership in Albany to improve and extend tenants’ rights moving forward;

THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon calls upon our leaders in Albany to remove the geographic restrictions from the ETPA so that local governments can take an active role addressing the cost of rental housing and to provide critical rental rights to tenants in Beacon and across the state; and

BE IT FURTHER RESOLVED that the City Council of the City of Beacon supports and endorses [S2892A/A5030A](#) which would enact “good cause” eviction legislation to bring renters rights to tenants in smaller buildings and to manufactured home communities; and,



DRAFT – 3-28-2019

BE IT FURTHER RESOLVED that the City Council of the City of Beacon supports and endorses [S2845A/A4349](#) and [A1509](#) which would prohibit owners from adjusting the amount of preferential rent upon the renewal of a lease; and,

BE IT FURTHER RESOLVED that the City Council of the City of Beacon supports and endorses [S185/A2351](#) which relate to rent increases after vacancy of a housing accommodation and would eliminate the vacancy bonus; and,

BE IT FURTHER RESOLVED that the City Council of the City of Beacon supports and endorses [S2591A/A1198](#) which would prevent landlords from being able to take apartments out of rent regulation when existing tenants leave; and,

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, U.S. Representative Sean Patrick Maloney, Governor Andrew Cuomo, State Senator Sue Serino, State Assemblyman Jonathan G. Jacobson, Dutchess County Executive Marc Molinaro, Dutchess County Legislator Chair A.Gregg Pulver, Dutchess County Legislator Frits Zernike and Dutchess County Legislator Nick Page.

The Resolution was thereupon adopted.

Iola C. Taylor, City Clerk

Date

City of Beacon Council Agenda
4/1/2019

Title:

Resolution Authorizing an Agreement with Jonathan Castelli as Volunteer Recruitment and Retention Coordinator for 2018 & 2019

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Regarding Recruitment and Retention Coordinator	Resolution
Recruitment and Retention Coordinator Agreement	Agreement

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

**RESOLUTION AUTHORIZING
AN AGREEMENT WITH JONATHAN CASTELLI
AS VOLUNTEER RECRUITMENT AND RETENTION COORDINATOR
FOR 2019 & 2020**

WHEREAS, the City of Beacon was awarded the federal Staffing for Adequate Fire and Emergency Response Grant; and

WHEREAS, in order to assist in attracting adequate volunteer firefighters, the City of Beacon determined to engage a Volunteer Recruitment and Retention Coordinator and issued a Request for Proposal for such position; and

WHEREAS, after a review of the proposals received, the City of Beacon wishes to retain Jonathan Castelli as Volunteer Recruitment and Retention Coordinator, upon such terms and conditions as are set forth in the Independent Contractor Services Agreement between the City of Beacon and Jonathan Castelli;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Beacon hereby authorizes the Mayor of the City of Beacon or the City Administrator to execute the Independent Contractor Services Agreement between the City of Beacon and Jonathan Castelli for services as the Volunteer Recruitment and Retention Coordinator, along with all other documents as may be necessary for the purpose described herein, at a rate of \$18.00 per hour in 2019, for approximately 20 hours per week, not to exceed a maximum of \$18,000 per year, and at a rate of \$18.54 per hour in 2020, for approximately 20 hours per week, not to exceed a maximum of \$18,540 per year.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement made this ____ day of April 2019, by and between Jonathan Castelli having an address of 3 Sedar Street, Newburgh, NY 12550 (hereinafter “Contractor”) and the City of Beacon, having offices at One Municipal Plaza, Beacon, New York 12508 (hereinafter the “City”).

WITNESSETH:

1. Services. The City hereby engages Contractor to perform the following services:

Serve as the “Volunteer Recruitment and Retention Coordinator”, who will develop, implement, maintain, and evaluate a comprehensive recruitment and retention program to attract, train, and retain qualified volunteers. The Recruitment and Retention Coordinator’s goal will be to recruit and retain nine (9) qualified volunteers within two years. The Recruitment and Retention Coordinator will work closely with the City of Beacon Fire Chief. The Recruitment and Retention Coordinator will conduct outreach to church groups, civic organizations, City employees, as well as host open houses and establish recruitment tables at special events at local colleges, Beacon High School, fire prevention events, parades, etc. The Recruitment and Retention Coordinator will develop and deploy a LED electronic sign at the main fire station dedicated to recruitment and retention; recruitment video and brochure; radio, cable TV, and newspaper advertising; direct mailings; posters; Beacon Fire Department website and social media. The Recruitment and Retention Coordinator will target marketing toward high school and college students, including women, veterans, and minority groups. The Recruitment and Retention Coordinator will coordinate incentives for these new recruits, including tuition assistance and stipends for books and lab fees; turnout gear and SCBA mask and face piece for those who complete Firefighter 1 certification. The Recruitment and Retention Coordinator will promote the completion of training programs and drills for new volunteers by coordinating coaching and mentorship assistance from existing Beacon Fire Department members. The Recruitment and Retention Coordinator will provide information about the SAFER-funded FASNY Tuition Reimbursement Program. The Recruitment and Retention Coordinator will be responsible for evaluating the effectiveness of our various incentive programs and marketing efforts.

Contractor represents that he has the requisite knowledge and skills to provide all such services. Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the above-described services for the City and that the City may enter into agreements with other contractors for the same or similar services.

2. Compensation. The City shall pay Contractor as follows:

In 2019, the rate of \$18.00 per hour will be paid to the Contractor by the City in consideration for the performance of the above referenced services, for an average of twenty (20) hours per week for a maximum of 1,000 hours and \$18,000 per year.

In 2020, of this Agreement, the rate of \$18.54 per hour will be paid to the Contractor by the City in consideration for the performance of the above referenced services, for an average of twenty (20) hours per week for a maximum of 1,000 hours and \$18,540 per year.

The above compensation is inclusive of any and all of the expenses incurred by Contractor in performing the above-described services for the City, including, without limitation, for such things as travel, copying expenses, postage, facsimile and telephone charges, mobile/cellular telephone service charges. The above compensation also is inclusive of any fees, fines, licenses, certificates, certifications, bonds or taxes required of or imposed against Contractor or its officers, employees or agents in connection with the performance of the above-described services.

The City has not guaranteed, promised or represented that it will utilize any minimum amount of the services to be performed by the Contractor under this Agreement. Contractor waives any claims to lost or anticipated profits based on the City's failure to utilize the Contractor's services to the full amount authorized to be expended under the Agreement.

3. Duration. This Agreement shall be in full force and effect commencing on April 1, 2019 and terminating on December 31, 2020 regardless of when it is actually signed, unless terminated sooner in accordance with the provisions of this Agreement.

4. Independent Contractor Status. Contractor shall not be considered as having employee status and enters into this Agreement and will remain throughout the term hereof an Independent Contractor of the City. Contractor and Contractor's officers, employees and/or agents, if any, are retained by the City only for the purposes and to the extent set forth in this Agreement. Contractor, its officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the City's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. Contractor is responsible for providing, at Contractor's sole expense, disability, unemployment, workers' compensation and all other forms of insurance, training, permits and licenses for Contractor and for Contractor's officers, employees and/or agents, if any. Contractor, its officers, employees and/or agents shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. Contractor, its officers, employees and/or agents, shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the City and any of its employees. Contractor

acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the City. Contractor shall be responsible for paying, when due, all income or other taxes incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. Contractor will indemnify the City for any tax liability, interest, and/or penalties imposed upon the City by any taxing authority based upon the City's failure to withhold any amount from the payments for tax purposes.

5. Principal Contact Person. The principal contact person of the City shall be Gary VanVoorhis, City of Beacon Fire Chief, and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person.

6. Invoices. Contractor will submit a timesheet and invoice for services rendered on a monthly basis, and payment to Contractor shall be made within thirty (30) days following the date the City receives the timesheet and invoice. The invoice shall include the dates on which services were rendered, the types of services rendered and the fees payable. The City shall give Contractor notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the City' rights or prevent the City from availing itself of any remedy or course of action it has at law or in equity at a later date.

7. Right to Examine Records. The City shall have the right to examine any and all accounting records of Contractor, its officers, employees and/or agents as they pertain to the services provided pursuant to this Agreement.

8. Confidential Information. Contractor understands that in performing this Agreement he may have access to confidential information in possession of the City or others, including, but not limited to names, facts or information about individuals, businesses and families. Contractor may also have access to confidential information, potentially including information concerning children under the age of 18; personnel information and records; information regarding sensitive, confidential or internal City matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Contractor agrees it, its officers, employees and/or agents shall not reveal, publish, discuss, disclose or communicate the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement. Contractor understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. Contractor agrees that if he receives a subpoena for divulgence of confidential information, he shall notify the City prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement.

9. Termination.

- a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon such termination, Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- b. This Agreement may be terminated for cause by the City in the event of a breach of this Agreement by Contractor, upon five (5) days' written notice from the City to Contractor, unless a shorter period of time is specifically provided for elsewhere in this Agreement.

10. Insurance. Contractor shall maintain, in full force and effect, during all times this Agreement is in force, the types and amounts of insurance specified in the attached Insurance Requirements Schedule [you need to supply this schedule or work with the City's counsel to incorporate specific insurance requirements into this paragraph]. All such insurance shall be underwritten by an insurer authorized and/or licensed to issue the applicable types of insurance in New York State and shall reflect that the City, its City Council, employees, officers and agents are additional insureds thereunder and that the City shall receive no less than 15 days written notice in the event of the termination thereof. Contractor shall provide the City with Certificates of Insurance reflecting the information required in this paragraph and as set forth in attached Insurance Requirements Schedule and evidencing that the City, its City Council, employees, officers and agents have been named as additional insureds. Contractor shall comply with all insurance requirements specified in the attached Insurance Requirements Schedule.

11. Workers Compensation. Contractor is not entitled to Workers Compensation insurance through the City. As such, Contractor may not recover any Workers Compensation benefits from the City, or its insurance carrier, for any illnesses/injuries that the Contractor may sustain while performing services under this Agreement. Contractor shall obtain Workers Compensation coverage if required to do so under New York State Law.

12. Indemnification. Contractor agrees that it shall defend, indemnify and hold harmless the City, its employees, officers, agents and the City Council for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by Contractor and its personnel to the City pursuant to this Agreement, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Contractor or any of its officers, directors, agents or

employees taken or made with respect to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the City, its employees, officers, agents and the City Council may be named as a party, notwithstanding that Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

13. Discrimination. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

14. No Assignment. Contractor may not assign, transfer or convey any of its respective rights or obligations under this Agreement or subcontract any portion of the services set forth herein, without the prior written consent of the City, which consent may be withheld for any reason whatsoever or for no reason.

15. Cooperation in the Event of Litigation. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the City, Contractor, shall, at its own cost and expense, provide the City with all reasonable information and assistance in the defense or other disposition thereof.

16. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party, as set forth above. If such notice, demand or other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, at the address set forth above. Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

17. No Waiver of Default. No failure by the City to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the City of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

18. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.

19. Entire Understanding. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and representations are merged herein and are of no further force and effect.

20. Governing Law. This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.

21. Construction. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

22. Authority to Enter Agreement. The undersigned representative of Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Contractor with full legal rights, power and authority to enter into this Agreement on behalf of Contractor and to bind Contractor with respect to the obligations enforceable against Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR

CITY OF BEACON

Signature

Signature

Print Name

Print Name

Print title

Print title

Social Security or Federal ID Number

Date

Date

City of Beacon Council Agenda
4/1/2019

Title:

City Council Meeting Minutes March 18, 2019

Subject:

Background:

ATTACHMENTS:

Description	Type
City Council Minutes March 18, 2019	Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on March 18, 2019. Please note that the video recording of this meeting is available at <https://vimeo.com/channels/40154>

Council Members Present:

Lee Kyriacou, At Large
George Mansfield, At Large
Terry Nelson, Ward One
John Rembert, Ward Two
Jodi McCredo, Ward Three
Amber Grant, Ward Four
Randy Casale, Mayor

Council Members Absent:**Also Present:**

Anthony Ruggiero, City Administrator
Nick Ward Willis, City Attorney

A moment of silence was observed for those who serve and have served in the US military. A second moment of silence was observed for the victims of the shooting at two mosques in New Zealand on March 15, 2019.

First 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.

Speakers:**Michal Mart**

Michal was encouraged by Council members priorities to work on meaningful affordable housing in 2019.

She stated that she believes it was inappropriate for Council members to advocate for private projects at Planning Board meetings.

Theresa Kraft

Ms. Kraft believes that a Council person crossed the line when they used their political power to advocate for a high-density private project. A different Council person disappointed her when they said at last week's Workshop meeting that it didn't matter how tall commercial car dealer signs were because they don't live in the neighborhood. We want smart growth, not sprawl. Money talks, any developer who wants a variance gets one. The division of parcels into micro parcels cannot be allowed. The City is still eager to attract growth. These developers are taxing our City services. Beacon's rampant development is being referred to as a "worst case scenario"

for neighboring cities. We cannot plan for historic preservation if our City does not have a historic district and a landmark preservation district.

Stosh Yankowski

Mr. Yankowski disagreed with Theresa Kraft, stating that it was appropriate for members of the Council to show up at the Planning Board meeting. Mr. Yankowski is against a building being constructed at Ferry Landing. He suggests taking the land using eminent domain.

The RF Engineer hired by the City did not do a thorough job. He used Verizon's information on gaps. Put more antennas on the tower on Wolcott Avenue.

It is worrisome that Verizon can remotely change the emissions from their facilities.

Lisa Alvares

Ms. Alvarez was very upset to learn that a Council member who is a business owner and developer advocated for a development on Ferry Landing at the Planning Board meeting.

Traffic in the morning and evening is bad. The impact of development on schools hasn't been looked at. Ferry Landing should be a public park, the City should use eminent domain to take the property. The planned development will be an eyesore. It's not needed because a lot of the current development from the previous three years are not full. She is in favor of a new building moratorium.

Council Member Reports

Council person Grant

Nothing to report, she did send a traffic safety agenda item to the City Administrator.

Council person Rebert

Nothing to report

Council person Kyriacou

If the council believes an agenda item may be contentious, it should be discussed at a workshop first.

Council person Mansfield

He would like to review the accessory apartment policy in Beacon. Mr. Mansfield would like to eliminate the special use permit. Also, he suggested looking at the size of the buildings and the

side yard set backs which may help with the City's housing stock and allow property owners to offset the costs of maintain their homes.

Council person McCredo

Ms. McCredo thanked the City Administrator for coming to a resolution with Newburgh concerning some of the noise issues on the Newburgh waterfront in the evenings.

She thanked Cub Scouts Troop 1 for the work they do in the community. If anyone has suggestions about how they can help the community, please speak with her.

Ms. McCredo suggested the Council look into having a building moratorium. A study is always conducted on how a new development will impact the community, however there aren't any studies showing how all of the developments will affect the City as a collective. It is important to take a breath so we can learn what the impact will be rather than simply guessing.

Council person Nelson

Mr. Nelson would like to look into protecting rents for residents and business owners. He hopes the Council will support a resolution supporting rent control and rent stabilization at the State level. New Paltz has passed this legislation. This is the most important item on the Council's agenda.

City Administrator, Anthony Ruggiero

Hudson River Housing will be in for a presentation to the Council at an upcoming workshop to discuss the workforce affordable housing program. Route 52 had a small watermain break that was fixed this morning.

Mayor Casale

He proclaimed April as Parkinson's Awareness Month in Beacon.

Mayor Casale congratulated Rayvon Grey, a Beacon High School graduate, for winning the Long Jump National Title while representing Louisiana State University at the NCAA Championships.

He congratulated the Poughkeepsie High School boys' basketball team for winning the New York State Class A Championship. He commended their hard work and stated that those who work hard can be very successful.

Resolutions, Ordinances and Local Laws:

1. A Resolution Approving the appointment of City of Beacon Firefighter Charles Del Bene

- Motion by Council person Rembert
- Second by Council person Nelson
- Resolution passes 7-0

Chief VanVoorhis

The Fire Chief thanked the Council and family and friends of Charles Del Bene. He told the Council that Mr. Del Bene is a great hire and the City should be proud.

2. A Resolution Approving the Appointment of a City of Beacon Firefighter Matt Smith

- Motion by Council person Grant
- Second by Council person Nelson
- Resolution passes 7-0

Chief VanVoorhis

The Fire Chief thanked the Council and family and friends of Matt Smith. He told the Council that Mr. Smith is a great hire and the City should be proud.

3. A Resolution Approving the Appointment of City of Beacon Police Officer Silverio Santiago

- Motion by Council person Rembert
- Second by Council person Nelson
- Resolution Passes 7-0

Chief Kevin Junjulas

The Police Chief thanked the Council and the family and friends of Silverio Santiago and said that the City made a great hire.

4. A Resolution Authorizing the Dedication of the Softball Field House Building at Beacon Memorial Park as the Robert Palisi Softball Complex

- Motion by Council person McCredo
- Second by Council person Grant

- Resolution passes 7-0

5. A Resolution Authorizing an Agreement between the City of Beacon and New York Cooperative Liquid Asset Securities System

Anthony Ruggiero, City Administrator

The City Administrator stated that this is an investment tool that is fairly safe and the interest rates are fairly high. Other municipalities are joining, and this fits into our investment policy.

Council person Lee Kyriacou

The City pulled out of the agreement after 2008 because the return on the investment was less than the fees to manage the investment.

- Motion by Council person Grant
- Second by Council person McCredo
- Resolution passes 7-0

6. A Resolution Authorizing HVEA Engineers to Add Construction Inspection Services to the Main Street Pedestrian Improvements and Pedestrian Signal Development Projects

- Motion by Council person Nelson
- Second by Council person Rembert
- Resolution passes 7-0

Mayor Casale

In response to a question from Council person Amber Grant, Mayor Casale said both projects should start this summer.

7. A Resolution Awarding Contract to Merritt Construction, Inc. for the Phillips Street Reconstruction Project

- Motion by Council person Grant
- Second by Council person Mansfield
- Resolution passes 7-0

Mayor Casale

The bid came in lower than what was budgeted for. The road will be narrowed; the sidewalks, water and sewer will all be under construction. This design is based upon input from the people who live on the street.

8. A motion to approve the minutes from the March 4, 2019 Council meeting

- Motion by Council person Grant
- Second by Council person McCredo

Second Opportunity for Public Comments: Each speaker may have one opportunity to speak for up to three minutes on any subject matter on which the Council can take action.

Motion to go into Executive Session to discuss contract negotiations

- Motion by Council person Rembert
- Second by Council person McCredo

Speakers:

No speakers

Adjournment:

- Motion by Council person Rembert
- Second by Council person Nelson
- Motion passes 7-0

Next Workshop: March 25, 2019

Next Meeting: April 1, 2019

