



**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

June 3, 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.

Community Segment:

- Independence Day Events Presentation
- Rock Out for Mental Health Presentation

Public Hearings:

- Public Hearing on Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law
- Public Hearing Regarding Proposed Local Law to Create Chapter 106, Article III of the Code of the City of Beacon Concerning Energize New York

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

Appointments:

- a. Committee Appointments

Local Laws and Resolutions:

1. Resolution to Adopt Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law
2. Resolution Adopting Local Law to Create Chapter 106 Article III of the Code of the City of Beacon Concerning Energize New York
3. Resolution Approving a Municipal Agreement Between Energy Improvement Corporation and the City of Beacon Relating to Energize NY
4. Resolution Authorizing the Appointment of Anna Russell as the City of Beacon Climate Smart Communities Coordinator
5. Resolution Authorizing the Appointment of the City of Beacon Conservation Advisory Committee as the City of Beacon Climate Smart Communities Task Force
6. Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Approval of Minutes:

- Approval of Minutes from April 15, 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
6/3/2019

Title:

Independence Day Events Presentation

Subject:

Background:

City of Beacon Council Agenda
6/3/2019

Title:

Rock Out for Mental Health Presentation

Subject:

Background:

**City of Beacon Council Agenda
6/3/2019**

Title:

Public Hearing on Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law

Subject:

Background:

ATTACHMENTS:

Description	Type
Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law (Final Version)	Local Law
Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law (Displaying Track Change Edits)	Local Law

DRAFT LOCAL LAW NO. ____ OF 2019

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND CHAPTER 134
DELETE CHAPTER 183 AND AMEND
CHAPTER 223 SECTIONS 15 AND 63 OF THE
CODE OF THE CITY OF BEACON**

A LOCAL LAW to deleted Chapter 183 entitled “Signs” and to amend Chapter 223 Sections 15 and 63 of Code of the City of Beacon, concerning sign regulations in the City of Beacon.

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

Section 1. Chapter 134, Section 6 of the Code of the City of Beacon entitled “Certificate of Appropriateness” is hereby amended as follows:

§ 134-6 Certificate of appropriateness.

No person shall carry out any exterior alteration of a landmark or property within a historic district without first obtaining a certificate of appropriateness from the Planning Board or a certificate of economic hardship from the Zoning Board. No certificate of appropriateness is needed for changes to interior spaces, unless they are open to the public, to architectural features that are not visible from a public street or way, public property or public building.. Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a landmark or property within an historic district which does not involve a change in design, material or outward appearance.

Section 2. Chapter 183 of the Code of the City of Beacon entitled “Signs” is hereby repealed and deleted in its entirety.

Section 3. Chapter 223, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to add the following definitions:

SIGN

Any material, structure or device, or part thereof, composed of lettered or pictorial matter which is located out of doors, or on the exterior of any building, including window signs located within 18 inches of the window surface and intended to be viewed from the exterior of the building, displaying an advertisement, announcement notice or name, and includes sign frames, billboards, signboards, painted wall signs, hanging signs, illuminated signs, fluttering devices or projecting signs, and shall include any declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person or business or cause when the same is placed in view of the general public.

SIGN AREA

Where a sign consists of a single board or face with information on one or both sides, the area which results by including the outside dimensions of such sign, not including the vertical, horizontal or diagonal supports which may affix the sign to the ground or to a structure or building unless such supports are evidently designed to be part of the sign as defined herein. Where a sign consists of several individual faces, the area shall be the total of the area of all such faces which can be observed from any one point. Where the sign consists of individual letters or symbols attached to or painted on any building, window, or part thereof, the area shall be considered to be that of the smallest basic geometric shape (rectangle, triangle or circle) which encompasses all of the letters, symbols and/or any background of a different color than the color of the building.

SIGN, AWNING

Any visual message incorporated in an awning attached to a building. This sign type does not include canopies over gas pumps.

SIGN, BANNER

Any sign constructed of fabric or other flexible material. Flags are not considered banner signs.

SIGN, BILLBOARD OR OTHER OFF-PREMISES COMMERCIAL SIGN

Any sign, other than an exempt sign, which advertises or otherwise directs attention to a business, commodity, service, industry or other activity which is not, or is only incidentally, sold, offered or conducted at the real property at which such sign is located.

SIGN, DIGITAL

Any internally illuminated sign, typically with LEDs (light emitting diodes), that displays words or images that are changed by remote or automatic means.

SIGN, FREESTANDING

Any sign independent of any building but permanently affixed, by any other means, to the ground.

SIGN, LAWN

Temporary freestanding signs placed or inserted into the ground.

SIGN, PROJECTING

Any sign which is attached perpendicular to a building or other structure and extends 12 inches beyond the line of the building or structure or beyond the surface of that portion of the building or structure to which it is attached.

SIGN, ROOF

A sign erected on a roof or extending in height above the cornice or projecting eave of the roofline of the building on which the sign is erected.

SIGN, SANDWICH BOARD

A two-sided hinged sign, portable in nature and capable of standing without support or attachment. The area of a sandwich board sign shall be the total area of one face of the sandwich board sign.

SIGN, TEMPORARY

A banner, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the Building Inspector, or his or her designee, to be displayed for a limited period of time of no more than four months in a twelve month period.

SIGN, WALL

Any painted sign or poster on any surface or place that may be affixed to the front, side or rear walls of any building.

SIGN, WINDOW

A type of sign applied onto or attached to the inside or outside of a window or a transparent door or within 18 inches of the window or transparent door surface.

Section 4. Chapter 223, Section 15 of the Code of the City of Beacon entitled “Signs” is hereby amended as follows:

§ 223-15 Signs.

- A. Purpose. The purpose of this section is to promote and protect the public health, safety and welfare by regulating signs of all types within the City of Beacon. This section is intended to protect property values, create a more attractive economic and business climate, ensure pedestrian and vehicular safety, enhance and protect the physical appearance of the community and preserve the scenic and natural beauty of the City. It is the City’s policy to regulate signs in a constitutional manner that is content neutral as to noncommercial messages which are within the protections of

the First Amendment to the U.S. Constitution and the corollary provisions of the New York State Constitution.

B. Objectives. These regulations also serve to achieve the following objectives:

- (1) Ensure right to free speech as protected under the Constitution;
- (2) Protect property values, create a more attractive economic and business climate, and protect the physical appearance of the community;
- (3) Provide structures and uses with effective means of identification while reducing visual clutter through the prevention of excessive and confusing sign displays;
- (4) Reduce traffic conflicts or hazards by minimizing visual distractions or obstacles in or visible from the public rights-of-way;
- (5) Minimize the adverse effect of signs on nearby public and private property;
- (6) Avoid personal injury and property damage from unsafe or confusing signs; and
- (7) Establish a clear and impartial process for those seeking to install signs.

C. Conformity required. No sign or billboard shall be erected, constructed, displayed, maintained, moved, reconstructed, extended, enlarged or altered, except in conformity with and expressly authorized by the provisions of this chapter.

D. Substitution clause. A protected noncommercial message of any type may be substituted, in whole or in part, for the message displayed on any sign for which the sign structure or mounting device is legal without consideration of message content. This provision applies to all signs, including outdoor general advertising devices, allowed under this Section. Such substitution of message may be made without any additional approval, permitting, registration or notice to the City.

E. Permit required.

- (1) Unless specifically exempted from obtaining a permit under the provisions of this section, no person shall erect, construct, replace, relocate or structurally alter any sign within the City without first obtaining a sign permit from the Building Inspector and paying the required fee to the Building Department. The repainting, repairing, changing of parts or sign facing, and maintenance of signs shall not require the issuance of a sign permit provided such maintenance, change or alteration does not in any way alter the size, illumination or location of the sign on the property.
- (2) Submission of a permit application shall be on a form issued by the Building Department and the application fee shall be set forth in the City of Beacon

Fee Schedule. The application shall include plans and/or specification of the sign, including the dimensions, materials and details of construction of the proposed sign.

- (3) If a sign is not erected within six months following the issuance of a sign permit for said sign, the sign permit will automatically become void.

F. Prohibited Signs.

- (1) Signs that contain words or pictures of an obscene or pornographic nature.
- (2) Signs that emit audible sounds, odor or visible matter.
- (3) Signs placed on a curb, sidewalk, hydrant, utility pole, trees or other objects located on or over any public street, public property or within any public right-of-way, unless otherwise permitted. The City reserves the right to remove any sign placed on public property without notice.
- (4) Portable signs, including signs that are mounted on wheels or mounted on any structure on wheels, but not including permitted sandwich board signs.
- (5) Signs with mirrors or any other reflective material.
- (6) Roof signs.
- (7) Billboards or other off-premise commercial signs.
- (8) Signs that include mechanical, digital or electronic movement or animation, except as provided herein,
- (9) Inflated signs and projected images.

G. Signs exempt from permit requirements. The following signs are exempt from the permit requirements of this section. Unless otherwise limited below, such exempt sign shall not exceed four feet in height and shall not exceed six square feet in sign area per sign. Each exempt sign must comply with all other provisions of this section.

- (1) Any official sign, public notice, or warning sign prescribed by federal, state or local law, including but not limited to signs erected and maintained pursuant to and in discharge of any government functions. The sign must comply with the size restrictions set forth herein, unless otherwise prescribed by federal, state or local law.
- (2) Property identification signs not exceeding two square feet in area, such as signs bearing only the property name, numbers, postal route box numbers, image or logo or names of the occupants of the premises.
- (3) One nonilluminated secondary window signs communicating accessory

information such as hours of operation, "in" or "out" signs, and totaling no more than one square foot in size.

- (4) Temporary nonilluminated window signs in non-residential uses. The total amount of signage shall not exceed 20% of the total window surface area. Temporary window signs shall include signs that identify special events and sales.
- (5) Nonilluminated signs used for the purpose of selling, renting or leasing land or buildings, and displayed only on the premises for sale or lease. No such signs shall exceed four feet in height or six square feet in area, shall be limited to one per premises, and shall be removed immediately upon sale, rental or lease of the premises. The top of the sign shall be no more than six feet off the ground. The sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) One nonilluminated construction sign not exceeding six square feet in area identifying the parties involved in the design, financing and/or provision of labor and materials associated with the labor on the premises where the sign is located, but not including the advertisement of any product. Such sign shall be removed prior to the issuance of a certificate of occupancy authorizing the initiation of intended use of the premises. The sign shall be placed at least five feet from all property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (7) Flags of any nation, state, military, or government, flags of any government-affiliated facility, and seasonal flags shall not require a sign permit. The area of any flag shall not exceed 20 square feet.
- (8) Historical markers, monuments or signs as approved by local, state or federal authorities.
- (9) One nameplate or sign not exceeding two square feet for home occupation and home professional offices uses.
- (10) Lawn signs on any lot provided that the aggregate area of all lawn signs on any lot shall not exceed 32 square feet. The top of the lawn sign shall be no more than five feet off the ground. The lawn sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow. Such signs are to be nonilluminated and shall be displayed for a limited period of time of no more than four months in a twelve month period. Lawn signs shall be removed within seven calendar days after the event for which they are displayed.
- (11) Signs within a building not legible from the public right-of-way or adjacent lots, or any sign within an enclosed outdoor space, such as an athletic field,

where such sign is not legible beyond the property lines.

H. Sign regulations in all districts.

- (1) Setback. All signs shall be located within the setback lines of the lot or on the building, unless otherwise permitted.
- (2) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.
- (3) Illumination. Permitted signs may be internally or externally illuminated, unless otherwise prohibited, provided that such illumination shall not be twinkling, flashing, intermittent, or of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights-of-way. Notwithstanding the above, neon, fluorescent and LED signs shall not be permitted for any residential use, but may be permitted in nonresidential districts, unless otherwise prohibited. All exterior illumination shall be focused downward from above, shall create no direct glare and shall light only the sign area.
- (4) Placement. No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act.

I. Signs for residential uses.

- (1) No sign for a residential use, including exempt signs under § 223-15G, shall be placed above the first floor.
- (2) The aggregate sign area of all signs with permits on any lot shall not exceed 16 square feet.
- (3) A subdivision, apartment or multi-family housing development consisting of more than 15 dwelling units may display freestanding identification sign at each street entrance to the development, designating only the name of the development, the address and name of the owner and the names of any buildings located therein, provided that the maximum sign area of said sign shall not exceed 24 square feet and shall not be more than six feet in height. The top of the sign shall be no more than eight feet off the ground. Such sign shall maintain at least a five foot setback from all property lines.

J. Signs for nonresidential uses. The following signs are hereby permitted for nonresidential uses:

- (1) Projecting wall sign. A projecting wall sign shall not exceed eight feet in height or ten square feet.
 - (a) No sign shall project above the eaves of the building on which it is affixed or, if no eaves exist thereon, the roof, nor shall any wall sign extend more than six inches from the building .
 - (b) Projecting wall signs shall not have more than two faces.
 - (c) The exterior edge of a projecting wall sign shall not extend more than six feet from the outer wall of the structure.
 - (d) No part of a projecting wall sign shall extend into vehicular traffic areas, and any part over pedestrian areas shall have a minimum clearance of seven feet, six inches.
- (2) Freestanding sign. Not more than one freestanding sign facing each street on which the lot abuts, provided that:
 - (a) The building is set back at least 50 feet from the street line.
 - (b) The area of the sign shall not exceed 20 square feet in area.
 - (c) The top of the sign shall be no higher than 16 feet off the ground.
- (3) Permanent window signs. The total amount of signage shall not exceed 20% of the total window surface area and shall not exceed four feet in height and 16 square feet in area.
- (4) Awning signs. One sign for each premise shall be allowed. The area of such sign shall not exceed 20% of the area of the awning.
- (5) Wind-animated banners. Such signs are permitted for commercial uses located on Route 52 and Route 9D in the Local Business, General Business, and industrial districts only.
- (6) Digital signs, provided that:
 - (a) No such sign shall contain moving or animated text or images,
 - (b) The message shall be displayed for at least 12 hours between changes,

- (c) Such signs shall use automatic dimming technology, as certified by the manufacturer, to adjust the brightness of the sign to ambient light so that at no time shall the sign exceed a brightness level of 0.2 foot-candles above ambient light.
 - (d) Such signs shall contain a default mechanism causing the sign to revert to a black screen if the sign malfunctions.
 - (7) Sandwich board signs. A single sandwich board sign shall be permitted on any lot provided that such sign does not exceed three feet in height and six feet in area. All sandwich board signs shall be brought in each day at the close of business. Signs shall not be placed in such a way as to obstruct property sight distance or otherwise interfere with pedestrian or traffic flow. A pedestrian clearway of at least six feet shall be maintained in a pedestrian walkway, and a pedestrian clearway of at least eight feet shall be maintained whenever possible.
 - (8) The aggregate area of all signs with permits on any lot shall not exceed two square feet for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.
 - (9) The aggregate area of each sign shall not exceed one square foot for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.
- K. Signs in the Historic District and Landmark Overlay Zone. All signs in the Historic District and Landmark Overlay Zone in which a sign permit is required, shall be approved by the Planning Board pursuant to § 134-6.
- L. Temporary signs.
- (1) All signs of a temporary nature must receive permits before being displayed, except those specified in 123-15G.
 - (2) Requirements. Any proposed temporary sign shall conform to the following:
 - (a) Such sign shall not exceed four feet in height and 32 square feet in area for any non-residential use. The top of the temporary sign shall be no more than 16 feet off the ground.
 - (b) Such sign shall not exceed four feet in height and 32 square feet in area for any residential use. The top of the temporary sign shall be no more than six feet off the ground.
 - (c) Such sign shall not be displayed for more than four months in a twelve month period.

- (d) Such sign shall not be illuminated.
 - (e) Such sign shall maintain at least a five foot setback from all property lines.
 - (f) Such sign shall be placed in such a way as to not obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (3) Banners shall be permitted as temporary signs and shall be subject to the provisions set forth above.

M. Nonconforming signs.

- (1) All nonconforming temporary signs shall be removed or brought into compliance within 90 days of the adoption date of this section.
- (2) Any nonconforming sign that is removed from its position or siting and not replaced in-kind within 90 days shall be presumed to be abandoned and discontinued and may not be restored or re-erected except in compliance with this section.
- (3) No nonconforming sign may be altered in any way that would increase its nonconformity with the regulations of this section, including but not limited to area, height, setback and illumination.
- (4) Nothing herein shall be deemed to prevent maintaining a nonconforming sign in good repair and safe condition.

N. Violations.

- (1) Noncompliance with any of the foregoing provisions shall constitute an offense, punishable as provided for in § 1-3, General penalty. When a person has received written notice from the Building Inspector or has been served with a summons and complaint in an action to enjoin continuance of any violation, each day in excess of 10 days thereafter that he shall continue to be guilty of such violation shall constitute an additional, separate and distinct offense.
- (2) Any temporary sign installed or placed, except in conformance with the requirements of this section, shall be subject to removal. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such signs in accordance with the administrative fee set forth in the City of Beacon Schedule of Fees. The fee shall be paid by the individual or entity retrieving the signs from the City. The City shall dispose of the sign(s) after five calendar days from the removal of the sign(s) by the City.
- (3) The display of any sign at a location containing the name or address of a

person or entity and a commercial message relating to such person or address shall be presumptive evidence that such person installed, created, erected and maintained the sign at the location where it was displayed. This presumption shall be subject to rebuttal by competent evidence.

Section 4. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223 and Chapter 134 of the City of Beacon Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 5. Severability

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

Section 6. Effective Date

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

DRAFT LOCAL LAW NO. ____ OF 2019

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND CHAPTER 134
DELETE CHAPTER 183 AND AMEND
CHAPTER 223 SECTIONS 15 AND 63 OF THE
CODE OF THE CITY OF BEACON**

A LOCAL LAW to deleted Chapter 183 entitled “Signs” and to amend Chapter 223 Sections 15 and 63 of Code of the City of Beacon, concerning sign regulations in the City of Beacon.

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

Section 1. Chapter 134, Section 6 of the Code of the City of Beacon entitled “Certificate of Appropriateness” is hereby amended as follows:

§ 134-6 Certificate of appropriateness.

No person shall carry out any exterior alteration of a landmark or property within a historic district without first obtaining a certificate of appropriateness from the Planning Board or a certificate of economic hardship from the Zoning Board. No certificate of appropriateness is needed for changes to interior spaces, unless they are open to the public, to architectural features that are not visible from a public street or way, public property or public building, ~~or for the installation of a temporary sign as described in § 223-15F of the Zoning Ordinance of the City of Beacon if located in a nonresidential district.~~ Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a landmark or property within an historic district which does not involve a change in design, material or outward appearance.

Section 2. Chapter 183 of the Code of the City of Beacon entitled “Signs” is hereby repealed and deleted in its entirety.

Section 3. Chapter 223, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to add the following definitions:

SIGN

Any material, structure or device, or part thereof, composed of lettered or pictorial matter which is located out of doors, or on the exterior of any building, including window signs located within 18 inches of the window surface and intended to be viewed from the exterior of the building, displaying an advertisement, announcement notice or name, and includes sign frames, billboards, signboards, painted wall signs, hanging signs, illuminated signs, fluttering devices or projecting signs, and shall include any declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person or business or cause when the same is placed in view of the general public.

~~Any structure or part thereof, or any device attached thereto or painted thereon, or any material or thing, illuminated or otherwise, which displays or includes any numeral, letter, work, model, banner, emblem, light, device, trademark or other representation used as an announcement, designation, direction, display or advertisement of any person, firm, group, organization, commodity, service, profession or enterprise when placed in such manner that it provides visual communication to the general public out of doors, but not including the following:~~

- ~~A. Signs maintained or required to be maintained by law or governmental order.~~
- ~~B. The flag or insignia of any government or governmental agency.~~
- ~~C. The flag of any civic, political, charitable, religious, fraternal or similar organization, which is hung on a flagpole or mast.~~
- ~~D. Religious or other seasonal holiday decorations which do not contain commercial lettering, wording, designs, symbols or other devices.~~

SIGN AREA

Where a sign consists of a single board or face with information on one or both sides, the area which results by including the outside dimensions of such sign, not including the vertical, horizontal or diagonal supports which may affix the sign to the ground or to a structure or building unless such supports are evidently designed to be part of the sign as defined herein. Where a sign consists of several individual faces, the area shall be the total of the area of all such faces which can be observed from any one point. Where the sign consists of individual letters or symbols attached to or painted on any building, window, or part thereof, the area shall be considered to be that of the smallest basic geometric shape (rectangle, triangle or circle) which encompasses all of the letters, symbols and/or any background of a different color than the color of the building.

SIGN, AWNING

Any visual message incorporated in an awning attached to a building. This sign type does not include canopies over gas pumps.

SIGN, BANNER

Any sign constructed of fabric or other flexible material. Flags are not considered banner signs.

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SIGN, DIGITAL

Any internally illuminated sign, typically with LEDs (light emitting diodes), that displays words or images that are changed by remote or automatic means.

SIGN, FREESTANDING

Any sign independent of any building but permanently affixed, by any other means, to the ground.

SIGN, LAWN

Temporary freestanding signs placed or inserted into the ground.

SIGN, PROJECTING

Any sign which is attached perpendicular to a building or other structure and extends 12 inches beyond the line of the building or structure or beyond the surface of that portion of the building or structure to which it is attached.

SIGN, ROOF

A sign erected on a roof or extending in height above the cornice or projecting eave of the roofline of the building on which the sign is erected.

SIGN, SANDWICH BOARD

A two-sided hinged sign, portable in nature and capable of standing without support or attachment. The area of a sandwich board sign shall be the total area of one face of the sandwich board sign.

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Any painted sign or poster or any surface or place that may be affixed to the front, side or rear walls of any building.

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A type of sign applied onto or attached to the inside or outside of a window or a transparent door or within 18 inches of the window or transparent door surface.

Section 4. Chapter 223, Section 15 of the Code of the City of Beacon entitled “Signs” is hereby amended as follows:

§ 223-15 Signs.

A. Purpose. The purpose of this section is to promote and protect the public health, safety and welfare by regulating signs of all types within the City of Beacon. This section is intended to protect property values, create a more attractive economic and business climate, ensure pedestrian and vehicular safety, enhance and protect the physical appearance of the community and preserve the scenic and natural beauty of the City. It is the City’s policy to regulate signs in a constitutional manner that is content neutral as to noncommercial messages which are within the protections of the First Amendment to the U.S. Constitution and the corollary provisions of the New York State Constitution.

B. Objectives. These regulations also serve to achieve the following objectives:

- (1) Ensure right to free speech as protected under the Constitution;
- (2) Protect property values, create a more attractive economic and business climate, and protect the physical appearance of the community;
- (3) Provide structures and uses with effective means of identification while reducing visual clutter through the prevention of excessive and confusing sign displays;
- (4) Reduce traffic conflicts or hazards by minimizing visual distractions or obstacles in or visible from the public rights-of-way;
- (5) Minimize the adverse effect of signs on nearby public and private property;
- (6) Avoid personal injury and property damage from unsafe or confusing signs; and
- (7) Establish a clear and impartial process for those seeking to install signs.

C. Conformity required. No sign or billboard shall be erected, constructed, displayed, maintained, moved, reconstructed, extended, enlarged or altered, except in conformity with and expressly authorized by the provisions of this chapter.

D. Substitution clause. A protected noncommercial message of any type may be substituted, in whole or in part, for the message displayed on any sign for which the sign structure or mounting device is legal without consideration of message content. This provision applies to all signs, including outdoor general advertising devices,

allowed under this Section. Such substitution of message may be made without any additional approval, permitting, registration or notice to the City.

E. Permit required.

- (1) Unless specifically exempted from obtaining a permit under the provisions of this section, no person shall erect, construct, replace, relocate or structurally alter any sign within the City without first obtaining a sign permit from the Building Inspector and paying the required fee to the Building Department. The repainting, repairing, changing of parts or sign facing, and maintenance of signs shall not require the issuance of a sign permit provided such maintenance, change or alteration does not in any way alter the size, illumination or location of the sign on the property.
- (2) Submission of a permit application shall be on a form issued by the Building Department and the application fee shall be set forth in the City of Beacon Fee Schedule. The application shall include plans and/or specification of the sign, including the dimensions, materials and details of construction of the proposed sign.
- (3) If a sign is not erected within six months following the issuance of a sign permit for said sign, the sign permit will automatically become void.

A. Relationship to a permitted use. All signs must pertain to a use conducted on the same property on which they are located.

B. Signs in residence districts. In residence districts, the following signs are hereby authorized:

- (1) One identification sign stating the name and address of the resident or property or the number of the lot, not exceeding one square foot in area.
- (2) One identification sign announcing any profession or occupation permitted as an accessory use on the lot, not exceeding one square foot of area.
- (3) For other permitted uses, one sign at each street frontage where the use has an access drive, provided that the total area of such sign does not exceed 50 square feet.
- (4) Temporary signs in accordance with Subsection F below.

(5)(1) Interior signs displayed through windows shall not require a permit under this section, and said signs shall not count toward maximum number of signs affixed to a building per establishment. However, interior window signs affixed to or placed so as to be visible through a window shall be limited to the windows of the structure within which the permitted use is situated, facing the principal street giving access to such structure. The total amount of signage shall not exceed 30% of the total glass area. All signs shall be

~~maintained in a legible, neat and orderly fashion.~~

F. Prohibited Signs.

- (1) Signs that contain words or pictures of an obscene or pornographic nature.
- (2) Signs that emit audible sounds, odor or visible matter.
- (3) Signs placed on a curb, sidewalk, hydrant, utility pole, trees or other objects located on or over any public street, public property or within any public right-of-way, unless otherwise permitted. The City reserves the right to remove any sign placed on public property without notice.
- (4) Portable signs, including signs that are mounted on wheels or mounted on any structure on wheels, but not including permitted sandwich board signs.
- (5) Signs with mirrors or any other reflective material.
- (6) Roof signs.
- (7) Billboards or other off-premise commercial signs.
- (8) Signs that include mechanical, digital or electronic movement or animation, except as provided herein.
- (9) Inflated signs and projected images.

G. Signs exempt from permit requirements. The following signs are exempt from the permit requirements of this section. Unless otherwise limited below, such exempt sign shall not exceed four feet in height and shall not exceed six square feet in sign area per sign. Each exempt sign must comply with all other provisions of this section.

- (1) Any official sign, public notice, or warning sign prescribed by federal, state or local law, including but not limited to signs erected and maintained pursuant to and in discharge of any government functions. The sign must comply with the size restrictions set forth herein, unless otherwise prescribed by federal, state or local law.
- (2) Property identification signs not exceeding two square feet in area, such as signs bearing only the property name, numbers, postal route box numbers, image or logo or names of the occupants of the premises.
- (3) One nonilluminated secondary window signs communicating accessory information such as hours of operation, "in" or "out" signs, and totaling no more than one square foot in size.
- (4) Temporary nonilluminated window signs in non-residential uses. The total amount of signage shall not exceed 20% of the total window surface area.

Temporary window signs shall include signs that identify special events and sales.

- (5) Nonilluminated signs used for the purpose of selling, renting or leasing land or buildings, and displayed only on the premises for sale or lease. No such signs shall exceed four feet in height or six square feet in area, shall be limited to one per premises, and shall be removed immediately upon sale, rental or lease of the premises. The top of the sign shall be no more than six feet off the ground. The sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) One nonilluminated construction sign not exceeding six square feet in area identifying the parties involved in the design, financing and/or provision of labor and materials associated with the labor on the premises where the sign is located, but not including the advertisement of any product. Such sign shall be removed prior to the issuance of a certificate of occupancy authorizing the initiation of intended use of the premises. The sign shall be placed at least five feet from all property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (7) Flags of any nation, state, military, or government, flags of any government-affiliated facility, and seasonal flags shall not require a sign permit. The area of any flag shall not exceed 20 square feet.
- (8) Historical markers, monuments or signs as approved by local, state or federal authorities.
- (9) One nameplate or sign not exceeding two square feet for home occupation and home professional offices uses.
- (10) Lawn signs on any lot provided that the aggregate area of all lawn signs on any lot shall not exceed 32 square feet. The top of the lawn sign shall be no more than five feet off the ground. The lawn sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow. Such signs are to be nonilluminated and shall be displayed for a limited period of time of no more than four months in a twelve month period. Lawn signs shall be removed within seven calendar days after the event for which they are displayed.
- (11) Signs within a building not legible from the public right-of-way or adjacent lots, or any sign within an enclosed outdoor space, such as an athletic field, where such sign is not legible beyond the property lines.

C.H. Sign regulations in residence all districts.

- (1) Animation. No sign shall be mechanically animated, such as moving, rotating

~~or revolving.~~

- (2) Setback. All signs shall be located within the setback lines of the lot or on the building, unless otherwise permitted.
- (3) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.-
- (4) Illumination. Permitted signs may be internally or externally illuminated, unless otherwise prohibited, except by means of a neon-type electric material, provided that such illumination shall not be twinkling, flashing, intermittent, or of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights-of-way and provided that the source of such illumination shall not be visible beyond the boundaries of the lot on which it is located. Notwithstanding the above, neon, ~~LCD-fluorescent~~ and LED signs shall not be permitted for any residential use, but may be permitted in nonresidential districts, unless otherwise prohibited. All exterior illumination shall be focused downward from above, shall create no direct glare and shall light only the sign area.
- (5) Placement. No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act.

I. Signs for residential uses.

- (1) No sign for a residential use, including exempt signs under § 223-15G, shall be placed above the first floor.
- (2) The aggregate sign area of all signs with permits on any lot shall not exceed 16 square feet.
- (3) A subdivision, apartment or multi-family housing development consisting of more than 15 dwelling units may display freestanding identification sign at each street entrance to the development, designating only the name of the development, the address and name of the owner and the names of any buildings located therein, provided that the maximum sign area of said sign shall not exceed 24 square feet and shall not be more than six feet in height. The top of the sign shall be no more than eight feet off the ground. Such sign shall maintain at least a five foot setback from all property lines.

J. Signs in for nonresidence districts nonresidential uses. In nonresidence districts, tThe following signs are hereby permitted for nonresidential uses: authorized:

- ~~(1) Not more than one sign affixed to the outer wall of the structure within which the permitted use is situated, which outer wall faces the principal street giving access to such structure, provided that:~~

~~The aggregate area of each such sign shall not exceed one square foot for each linear foot of building facing the street.~~

- ~~(1) Projecting wall sign. No such sign shall exceed two feet in height, except that a vertical projecting wall sign shall not exceed eight feet in height or ten square feet. A vertical projecting wall sign is defined as any sign which is attached to the building wall or structure which is perpendicular to the face of such wall or structure.~~

- ~~(a) No sign shall project above the eaves of the building on which it is affixed or, if no eaves exist thereon, the roof, nor shall any wall sign extend more than six inches from the building into any required yard.~~

- ~~(b) No sign shall face an abutting residential zoning district if located within 50 feet of such district.~~

- ~~(c) Vertical projecting wall signs shall not have more than two faces.~~

- ~~(d) The exterior edge of a vertical projecting wall sign shall not extend more than five-six feet from the outer wall of the structure or 1/3 the width of the sidewalk, whichever is less.~~

- ~~(e) No part of a vertical projecting wall sign shall extend into vehicular traffic areas, and any part over pedestrian areas shall have a minimum clearance of seven feet, six inches.~~

- ~~(2) Freestanding sign. Not more than one freestanding sign facing each street on which the lot abuts, provided that:~~

- ~~(a) The building is set back not less than at least 50 feet from the street line,~~

- ~~(b) The area of the sign in which case the sign shall not exceed 20 square feet in area.~~

- ~~(c) The building is set back not less than 100 feet from the street line, in which case the sign shall not exceed 35 square feet in area.~~

- ~~(d) No dimension shall exceed 12 feet. The top of the sign shall be no higher than 16 feet off the ground.~~

- ~~(2) Permanent window signs. The total amount of signage shall not exceed 20% of the total window surface area and shall not exceed four feet in height and 16 square feet in area.~~

- (3) Awning signs. One sign for each premise shall be allowed. The area of such sign shall not exceed 20% of the area of the awning.
- (4) Wind-animated banners. Such signs are permitted for commercial uses located on Route 52 and Route 9D in the Local Business, General Business, and industrial districts only.
- (5) Digital signs, provided that:
- a. No such sign shall contain moving or animated text or images,
 - b. The message shall be displayed for at least 12 hours between changes,
 - c. Such signs shall use automatic dimming technology, as certified by the manufacturer, to adjust the brightness of the sign to ambient light so that at no time shall the sign exceed a brightness level of 0.2 foot-candle above ambient light.
 - d. Such signs shall contain a default mechanism causing the sign to revert to a black screen if the sign malfunctions.
- (6) Sandwich board signs. A single sandwich board sign shall be permitted on any lot provided that such sign does not exceed three feet in height and six feet in area. All sandwich board signs shall be brought in each day at the close of business. Signs shall not be placed in such a way as to obstruct property sight distance or otherwise interfere with pedestrian or traffic flow. A pedestrian clearway of at least six feet shall be maintained in a pedestrian walkway, and a pedestrian clearway of at least eight feet shall be maintained whenever possible.
- (7) The aggregate area of all signs with permits on any lot shall not exceed two square feet for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.
- ~~(3)~~(8) The aggregate area of each sign shall not exceed one square foot for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.

~~One identification sign, not exceeding 10 square feet in area, to the outer wall of the structure facing upon a street or parking lot not faced by a sign as permitted in Subsection E(4) above.~~

~~In addition to other permitted signs, necessary small directional signs are permitted on access roads and parking areas, provided that the area of each sign shall not exceed two square feet.~~

~~Interior signs displayed through windows shall not require a permit under this section, and said signs shall not count toward maximum number of signs~~

~~affixed to a building per establishment. However, interior window signs affixed to or placed so as to be visible through a window shall be limited to the windows of the structure within which the permitted use is situated, facing the principal street giving access to such structure. The total amount of signage shall not exceed 30% of the total glass area. All signs shall be maintained in a legible, neat and orderly fashion.~~

~~(4) Temporary signs in accordance with Subsection F below.~~

D.K. Signs in the Historic District and Landmark Overlay Zone. All signs in the Historic District and Landmark Overlay Zone in which a sign permit is required, shall be approved by the Planning Board pursuant to § 134-6.

E.L. Temporary signs.

- (1) All signs of a temporary nature must receive permits before being displayed, except those specified in 123-15G.
- (2) Requirements. Any proposed temporary sign shall conform to the following:
 - (a) Such sign shall not exceed four feet in height and 32 square feet in area for any non-residential use. The top of the temporary sign shall be no more than 16 feet off the ground.
 - (b) Such sign shall not exceed four feet in height and 32 square feet in area for any residential use. The top of the temporary sign shall be no more than six feet off the ground.
 - (c) Such sign shall not be displayed for more than four months in a twelve month period.
 - (d) Such sign shall not be illuminated.
 - (e) Such sign shall maintain at least a five foot setback from all property lines.
 - (f) Such sign shall be placed in such a way as to not obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (3) Banners shall be permitted as temporary signs and shall be subject to the provisions set forth above.
- (i.) A temporary sign is a nonilluminated sign that is used in connection with a circumstance, situation or event that is designed, intended or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign, such as signs displayed during campaigns, drives or events of civic, political, philanthropic, educational or religious institutions. If such sign display area is permanent but the message displayed is subject to

~~periodic changes, that sign shall not be regarded as "temporary." Unless otherwise provided in this section, signs shall not be considered temporary if they are effectively displayed on an ongoing basis, interrupted by short intervals when they are not displayed. Temporary signs shall not require a permit under this section, unless located in the public right-of-way or on public property.~~

- ~~(2) Temporary signs must be removed by the individual or organization which posted, or caused to be posted, such temporary signs within seven calendar days after the event for which they are displayed, unless otherwise provided in this section.~~
- ~~(3) No temporary sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.~~
- ~~(4) The following temporary signs shall be permitted in all districts, unless otherwise provided in this section:~~
 - ~~(a) Not more than one temporary sign for each street frontage of the lot, identifying the architect, engineer and/or contractor, and not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts, shall be permitted during the course of construction only.~~
 - ~~(b) One "for sale" or one "to let" sign not exceeding six square feet in area for a single lot, or 50 square feet in area for a real estate subdivision, and set back at least 15 feet along the frontage of the street upon which the property is located. A "sold" sign shall not be displayed for more than 30 calendar days.~~
 - ~~(c) Signs indicating that a special event such as a grand opening, fair, carnival, circus, festival or similar event is taking place on the lot where the sign is located, not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts, and limited to one sign for each street frontage of the lot. The sign shall not be posted sooner than two weeks prior to the special event and shall be removed by the individual or organization which posted, or caused to be posted, such sign within three calendar days following the special event.~~
 - ~~(d) Sidewalk signs with no more than two faces, including but not limited to sandwich boards, in nonresidence districts, or in any other district provided the sign is located on Route 52 (Fishkill Avenue and Teller Avenue) or Route 9D (North Avenue and Wolcott Avenue), not exceeding one sign per business and not exceeding two feet in width and three feet in height. Sidewalk signs may be displayed on an ongoing basis, but shall not be displayed between the hours of 11:00~~

~~p.m. and 6:00 a.m., shall not include banners, and shall not be tethered. Sidewalk signs shall be located in the front of the business for which the sign is displayed, unless the business is located on a corner lot in which case the sign may be located to the side of the business, or unless the business maintains a rear entrance in which case the sign may be located to the rear of the business.~~

~~(c) Signs for tag, garage or yard sales, not exceeding six square feet.~~

~~(f) Signs conveying a nonpolitical, noncommercial message, not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts and limited to one sign for each street frontage of the lot.~~

~~Political posters, banners, promotional devices and similar political signs.~~

~~F. Sign regulations in nonresidence districts.~~

~~(1) Illumination. Permitted signs may be internally or externally illuminated, provided that such illumination shall not be twinkling, flashing, intermittent, of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights of way and provided that the source of such illumination shall not be visible beyond the boundaries of the lot on which it is located. Notwithstanding the above, neon, LCD and LED signs may be permitted.~~

~~(2) Placement. No sign shall be located so as to obscure any signs displayed by public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.~~

~~(3) Setback. Unless otherwise specified, all signs shall be located within the setback lines of the lot or on the building.~~

~~(4) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.~~

~~(5)(1) Animation. No sign shall be mechanically animated, such as moving, rotating or revolving.~~

~~G. Temporary signs in the public right of way and on public property.~~

~~(1) Permit required. In all districts, no temporary signs shall be erected in the public right of way or on public property without a permit, unless specifically exempted below.~~

~~(2) Exceptions. The following signs shall not be subject to the issuance of a permit:~~

- ~~(a) — Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic.~~
 - ~~(b) — Temporary emergency warning signs erected by a governmental body, public utility company or contractor doing authorized or permitted work within the public right of way, provided that such signs shall be located outside of the public vehicular and pedestrian travel ways and shall be placed so as not to create any nuisance or threat to public safety.~~
 - ~~(c) — Bus stops erected by a public transit company.~~
 - ~~(d) — Informational signs of a public utility regarding its poles, lines, pipes or facilities.~~
- ~~(3) — Permit standards. The Building Inspector or his duly authorized designee shall issue a permit within a reasonable period of time following receipt of a complete permit application for the placement of a temporary sign in the right of way or on public property, provided the following conditions are satisfied:~~
- ~~(a) — Submission of a permit application on a form issued by the Building Department and payment of the application fee as set forth in the City of Beacon Fee Schedule.~~
 - ~~(b) — No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act, as may be amended from time to time.~~
 - ~~(c) — All signs must comply with the provisions of Subsection F, above.~~
 - ~~(d) — No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow or means of egress.~~
 - ~~(e) — The necessity of surety bonds and/or insurance shall be determined by the Building Inspector or his duly authorized designee. If it is determined that such surety bond and/or insurance is necessary, the amount of such surety bond and/or insurance shall be determined by the Building Inspector or his duly authorized designee, in his/her sole discretion, as may be necessary to defray any expense of liability from the City. Surety bonds and/or insurance policies shall be approved as to form by the City Attorney.~~
 - ~~(f) — Permits for sidewalk signs shall be valid for one year from the date of issuance and shall not be transferrable.~~

M. Nonconforming signs.

- (1) All nonconforming temporary signs shall be removed or brought into compliance within 90 days of the adoption date of this section.
- (2) Any nonconforming sign that is removed from its position or siting and not replaced in-kind within 90 days shall be presumed to be abandoned and discontinued and may not be restored or re-erected except in compliance with this section.
- (3) No nonconforming sign may be altered in any way that would increase its nonconformity with the regulations of this section, including but not limited to area, height, setback and illumination.
- (4) Nothing herein shall be deemed to prevent maintaining a nonconforming sign in good repair and safe condition.

H.N. Violations.

- (1) Noncompliance with any of the foregoing provisions shall constitute an offense, punishable as provided for in § 1-3, General penalty. When a person has received written notice from the Building Inspector or has been served with a summons and complaint in an action to enjoin continuance of any violation, each day in excess of 10 days thereafter that he shall continue to be guilty of such violation shall constitute an additional, separate and distinct offense.
- (2) Any temporary sign installed or placed, except in conformance with the requirements of this section, shall be subject to removal. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such signs in accordance with the administrative fee set forth in the City of Beacon Schedule of Fees. The fee shall be paid by the individual or entity retrieving the signs from the City. The City shall dispose of the sign(s) after five calendar days from the removal of the sign(s) by the City.
- (3) The display of any sign at a location containing the name or address of a person or entity and a commercial message relating to such person or address shall be presumptive evidence that such person installed, created, erected and maintained the sign at the location where it was displayed. This presumption shall be subject to rebuttal by competent evidence.

Section 4. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223 and Chapter 134 of the City of Beacon Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 5. Severability

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

Section 6. Effective Date

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

**City of Beacon Council Agenda
6/3/2019**

Title:

Public Hearing Regarding Proposed Local Law to Create Chapter 106, Article III of the Code of the City of Beacon Concerning Energize New York

Subject:

Background:

ATTACHMENTS:

Description	Type
Proposed Local Law to Create Chapter 106, Article III of the Code of the City of Beacon	Local Law

LOCAL LAW NO. ____ OF 2019

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO CREATE CHAPTER 106,
ARTICLE III OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to create Chapter 106, Article III of the Code of the City of Beacon concerning the Energize NY Open C-PACE Financing Program.

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

Section 1. Chapter 106, Article III of the Code of the City of Beacon entitled “Energize NY Open C-PACE Financing Program” is hereby created as follows:

§ 106-20 Legislative findings; intent and purpose; authority.

- A. It is the policy of both the City of Beacon and the State of New York to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The City of Beacon finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, "EIC"), a local development corporation, acting on behalf of the City of Beacon, pursuant to a municipal agreement (the “Municipal Agreement”) to be entered into between the City of Beacon and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the “Enabling Act”).
- B. The City of Beacon is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.

- C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the "Energize NY Open C-PACE Local Law”.

§ 106-21 **Definitions.**

- A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.
- B. For purposes of this local law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

ANNUAL INSTALLMENT AMOUNT

Shall have the meaning assigned in Section 106-27, paragraph B.

ANNUAL INSTALLMENT LIEN

Shall have the meaning assigned in Section 106-27, paragraph B.

AUTHORITY

The New York State Energy Research and Development Authority.

BENEFIT ASSESSMENT LIEN

Shall have the meaning assigned in Section 106-22, paragraph A.

BENEFITED PROPERTY

Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

BENEFITED PROPERTY OWNER

The owner of record of a Benefited Property.

EIC

The Energy Improvement Corporation, a local development corporation, duly organized under § 1411 of the Not-For-Profit Corporation Law of the State, authorized hereby on behalf of the City of Beacon to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from monies collected by or on behalf of the City of Beacon as a charge to be levied on the real property.

ELIGIBLE COSTS

Costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals' fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement.

ENABLING ACT

Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

FINANCE AGREEMENT

The finance agreement described in Section 106-25, paragraph A of this local law.

FINANCING CHARGES

All charges, fees and expenses related to the loan under the Finance Agreement including

accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

FINANCING PARTIES

Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the Municipality.

MUNICIPAL LIEN

A lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

NON-MUNICIPAL LIEN

A lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

PROGRAM

The Energize NY Open C-PACE Financing Program authorized hereby.

QUALIFIED PROJECT

The acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

QUALIFIED PROPERTY

Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the City of Beacon that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this local law and the Enabling Act and has become the site of a Qualified Project.

QUALIFIED PROPERTY OWNER

The owner of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Program.

RPTL

The Real Property Tax Law of the State, as amended from time to time.

SECURED AMOUNT

As of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 106-27, paragraph C.

STATE

The State of New York.

§ 106-22 Establishment of an Energize NY Open C-PACE Financing Program.

- A. An Energize NY Open C-PACE Financing Program is hereby established by the City of Beacon, whereby EIC, acting on its behalf, pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the City of Beacon, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the “Benefit Assessment Lien”) on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Beacon.
- B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§ 106-23 Procedures for eligibility.

- A. Any property owner in the City of Beacon may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the City of Beacon offices.
- B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the City of Beacon, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and Section 106-24 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC acting on behalf of the City of Beacon, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in Program in accordance with Section 106-25 of this local law.

§ 106-24 Application criteria.

Upon the submission of an application, EIC, acting on behalf of the City of Beacon, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

- A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;
- B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;
- C. Sufficient funds are available from Financing Parties to provide financing to the property owner;

- D. The property owner is current in payments on any existing mortgage on the Qualified Property;
- E. The property owner is current in payments on any real property taxes on the Qualified Property; and
- F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the City of Beacon, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§ 106-25 Energize NY Finance Agreement.

- A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the City of Beacon, shall be a third-party beneficiary (the "Finance Agreement"). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a ("Benefited Property").
- B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this law have been met.
- C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.
- D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§ 106-26 Terms and conditions of repayment.

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the City of Beacon. The special benefit assessment shall constitute a "charge" within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by the EIC, on behalf of the City of Beacon, and shall be paid to the Financing Party as provided in the Finance Agreement.
- B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by

EIC, acting on behalf of the City of Beacon.

- C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the City of Beacon, as provided in the Finance Agreement.

§ 106-27 Levy of Annual Installment Amount and Creation of Annual Installment Lien.

- A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the City of Beacon. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the City of Beacon, in the land records for properties in the City of Beacon. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Beacon. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the City of Beacon.
- B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the “Annual Installment Amount”). The Annual Installment Amount shall be levied by EIC, on behalf of the City of Beacon, on the Benefited Property in the same manner as other levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Beacon. Payment to the Financing Party shall be considered payment for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.
- C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the City of Beacon, EIC or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
- D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the City of Beacon, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the City of Beacon, or the Financing Party, as may be provided in the Finance Agreement.

- E. EIC shall act as the City of Beacon's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.
- F. EIC, on behalf of the City of Beacon, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the City of Beacon, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the City of Beacon would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§ 106-28 Verification and report.

EIC, on behalf of the City of Beacon, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 106 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification

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

Section 4. Severability

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

unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 5. Effective Date

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State.

City of Beacon Council Agenda
6/3/2019

Title:

Committee Appointments

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Confirming the Appointment of Sam Adels to the City of Beacon Conservation Advisory Committee	Resolution
Resolution Confirming the Appointment of Erik Breitenbach to the City of Beacon Conservation Advisory Committee	Resolution



CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. _____ OF 2019

**RESOLUTION CONFIRMING THE APPOINTMENT OF SAM ADELS TO THE CITY
OF BEACON CONSERVATION ADVISORY COMMITTEE**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the appointment of Sam Adels as a member of the Conservation Advisory Committee for a two-year term running June 4, 2019 – June 3, 2021.

Resolution No. _____ of 2019			Date: June 3, 2019				
Amendments						2/3 Required	
Not on roll call.			On roll call			3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
		Motion Carried					



CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. _____ OF 2019

**RESOLUTION CONFIRMING THE APPOINTMENT OF ERIK BREITENBACH TO
THE CITY OF BEACON CONSERVATION ADVISORY COMMITTEE**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the appointment of Erik Breitenbach as a member of the Conservation Advisory Committee for a two-year term running June 4, 2019 – June 3, 2021.

Resolution No. _____ of 2019			Date: June 3, 2019				
Amendments							
Not on roll call.			On roll call			2/3 Required	3/4 Required
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
		Motion Carried					

City of Beacon Council Agenda
6/3/2019

Title:

Resolution to Adopt Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution to Adopt Local Law to Amend Chapter 134, Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon	Resolution
Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law (Final Version)	Local Law
Proposed Local Law to Amend Chapter 134 Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Concerning the Sign Law (Displaying Track Change Edits)	Local Law



BEACON CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION TO ADOPT LOCAL LAW TO AMEND CHAPTER 134 DELETE CHAPTER 183 AND AMEND CHAPTER 223 SECTIONS 15 AND 63 OF THE CODE OF THE CITY OF BEACON

NOW THEREFOR BE IT RESOLVED, that the City of Beacon City Council adopts Local Law to amend Chapter 134, delete Chapter 183 and amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon.

Resolution No. _____ of 2019			Date: June 3, 2019				
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					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
Motion Carried							

DRAFT LOCAL LAW NO. ____ OF 2019

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND CHAPTER 134
DELETE CHAPTER 183 AND AMEND
CHAPTER 223 SECTIONS 15 AND 63 OF THE
CODE OF THE CITY OF BEACON**

A LOCAL LAW to deleted Chapter 183 entitled “Signs” and to amend Chapter 223 Sections 15 and 63 of Code of the City of Beacon, concerning sign regulations in the City of Beacon.

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

Section 1. Chapter 134, Section 6 of the Code of the City of Beacon entitled “Certificate of Appropriateness” is hereby amended as follows:

§ 134-6 Certificate of appropriateness.

No person shall carry out any exterior alteration of a landmark or property within a historic district without first obtaining a certificate of appropriateness from the Planning Board or a certificate of economic hardship from the Zoning Board. No certificate of appropriateness is needed for changes to interior spaces, unless they are open to the public, to architectural features that are not visible from a public street or way, public property or public building.. Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a landmark or property within an historic district which does not involve a change in design, material or outward appearance.

Section 2. Chapter 183 of the Code of the City of Beacon entitled “Signs” is hereby repealed and deleted in its entirety.

Section 3. Chapter 223, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to add the following definitions:

SIGN

Any material, structure or device, or part thereof, composed of lettered or pictorial matter which is located out of doors, or on the exterior of any building, including window signs located within 18 inches of the window surface and intended to be viewed from the exterior of the building, displaying an advertisement, announcement notice or name, and includes sign frames, billboards, signboards, painted wall signs, hanging signs, illuminated signs, fluttering devices or projecting signs, and shall include any declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person or business or cause when the same is placed in view of the general public.

SIGN AREA

Where a sign consists of a single board or face with information on one or both sides, the area which results by including the outside dimensions of such sign, not including the vertical, horizontal or diagonal supports which may affix the sign to the ground or to a structure or building unless such supports are evidently designed to be part of the sign as defined herein. Where a sign consists of several individual faces, the area shall be the total of the area of all such faces which can be observed from any one point. Where the sign consists of individual letters or symbols attached to or painted on any building, window, or part thereof, the area shall be considered to be that of the smallest basic geometric shape (rectangle, triangle or circle) which encompasses all of the letters, symbols and/or any background of a different color than the color of the building.

SIGN, AWNING

Any visual message incorporated in an awning attached to a building. This sign type does not include canopies over gas pumps.

SIGN, BANNER

Any sign constructed of fabric or other flexible material. Flags are not considered banner signs.

SIGN, BILLBOARD OR OTHER OFF-PREMISES COMMERCIAL SIGN

Any sign, other than an exempt sign, which advertises or otherwise directs attention to a business, commodity, service, industry or other activity which is not, or is only incidentally, sold, offered or conducted at the real property at which such sign is located.

SIGN, DIGITAL

Any internally illuminated sign, typically with LEDs (light emitting diodes), that displays words or images that are changed by remote or automatic means.

SIGN, FREESTANDING

Any sign independent of any building but permanently affixed, by any other means, to the ground.

SIGN, LAWN

Temporary freestanding signs placed or inserted into the ground.

SIGN, PROJECTING

Any sign which is attached perpendicular to a building or other structure and extends 12 inches beyond the line of the building or structure or beyond the surface of that portion of the building or structure to which it is attached.

SIGN, ROOF

A sign erected on a roof or extending in height above the cornice or projecting eave of the roofline of the building on which the sign is erected.

SIGN, SANDWICH BOARD

A two-sided hinged sign, portable in nature and capable of standing without support or attachment. The area of a sandwich board sign shall be the total area of one face of the sandwich board sign.

SIGN, TEMPORARY

A banner, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the Building Inspector, or his or her designee, to be displayed for a limited period of time of no more than four months in a twelve month period.

SIGN, WALL

Any painted sign or poster on any surface or place that may be affixed to the front, side or rear walls of any building.

SIGN, WINDOW

A type of sign applied onto or attached to the inside or outside of a window or a transparent door or within 18 inches of the window or transparent door surface.

Section 4. Chapter 223, Section 15 of the Code of the City of Beacon entitled “Signs” is hereby amended as follows:

§ 223-15 Signs.

- A. Purpose. The purpose of this section is to promote and protect the public health, safety and welfare by regulating signs of all types within the City of Beacon. This section is intended to protect property values, create a more attractive economic and business climate, ensure pedestrian and vehicular safety, enhance and protect the physical appearance of the community and preserve the scenic and natural beauty of the City. It is the City’s policy to regulate signs in a constitutional manner that is content neutral as to noncommercial messages which are within the protections of

the First Amendment to the U.S. Constitution and the corollary provisions of the New York State Constitution.

B. Objectives. These regulations also serve to achieve the following objectives:

- (1) Ensure right to free speech as protected under the Constitution;
- (2) Protect property values, create a more attractive economic and business climate, and protect the physical appearance of the community;
- (3) Provide structures and uses with effective means of identification while reducing visual clutter through the prevention of excessive and confusing sign displays;
- (4) Reduce traffic conflicts or hazards by minimizing visual distractions or obstacles in or visible from the public rights-of-way;
- (5) Minimize the adverse effect of signs on nearby public and private property;
- (6) Avoid personal injury and property damage from unsafe or confusing signs; and
- (7) Establish a clear and impartial process for those seeking to install signs.

C. Conformity required. No sign or billboard shall be erected, constructed, displayed, maintained, moved, reconstructed, extended, enlarged or altered, except in conformity with and expressly authorized by the provisions of this chapter.

D. Substitution clause. A protected noncommercial message of any type may be substituted, in whole or in part, for the message displayed on any sign for which the sign structure or mounting device is legal without consideration of message content. This provision applies to all signs, including outdoor general advertising devices, allowed under this Section. Such substitution of message may be made without any additional approval, permitting, registration or notice to the City.

E. Permit required.

- (1) Unless specifically exempted from obtaining a permit under the provisions of this section, no person shall erect, construct, replace, relocate or structurally alter any sign within the City without first obtaining a sign permit from the Building Inspector and paying the required fee to the Building Department. The repainting, repairing, changing of parts or sign facing, and maintenance of signs shall not require the issuance of a sign permit provided such maintenance, change or alteration does not in any way alter the size, illumination or location of the sign on the property.
- (2) Submission of a permit application shall be on a form issued by the Building Department and the application fee shall be set forth in the City of Beacon

Fee Schedule. The application shall include plans and/or specification of the sign, including the dimensions, materials and details of construction of the proposed sign.

- (3) If a sign is not erected within six months following the issuance of a sign permit for said sign, the sign permit will automatically become void.

F. Prohibited Signs.

- (1) Signs that contain words or pictures of an obscene or pornographic nature.
- (2) Signs that emit audible sounds, odor or visible matter.
- (3) Signs placed on a curb, sidewalk, hydrant, utility pole, trees or other objects located on or over any public street, public property or within any public right-of-way, unless otherwise permitted. The City reserves the right to remove any sign placed on public property without notice.
- (4) Portable signs, including signs that are mounted on wheels or mounted on any structure on wheels, but not including permitted sandwich board signs.
- (5) Signs with mirrors or any other reflective material.
- (6) Roof signs.
- (7) Billboards or other off-premise commercial signs.
- (8) Signs that include mechanical, digital or electronic movement or animation, except as provided herein,
- (9) Inflated signs and projected images.

G. Signs exempt from permit requirements. The following signs are exempt from the permit requirements of this section. Unless otherwise limited below, such exempt sign shall not exceed four feet in height and shall not exceed six square feet in sign area per sign. Each exempt sign must comply with all other provisions of this section.

- (1) Any official sign, public notice, or warning sign prescribed by federal, state or local law, including but not limited to signs erected and maintained pursuant to and in discharge of any government functions. The sign must comply with the size restrictions set forth herein, unless otherwise prescribed by federal, state or local law.
- (2) Property identification signs not exceeding two square feet in area, such as signs bearing only the property name, numbers, postal route box numbers, image or logo or names of the occupants of the premises.
- (3) One nonilluminated secondary window signs communicating accessory

information such as hours of operation, "in" or "out" signs, and totaling no more than one square foot in size.

- (4) Temporary nonilluminated window signs in non-residential uses. The total amount of signage shall not exceed 20% of the total window surface area. Temporary window signs shall include signs that identify special events and sales.
- (5) Nonilluminated signs used for the purpose of selling, renting or leasing land or buildings, and displayed only on the premises for sale or lease. No such signs shall exceed four feet in height or six square feet in area, shall be limited to one per premises, and shall be removed immediately upon sale, rental or lease of the premises. The top of the sign shall be no more than six feet off the ground. The sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) One nonilluminated construction sign not exceeding six square feet in area identifying the parties involved in the design, financing and/or provision of labor and materials associated with the labor on the premises where the sign is located, but not including the advertisement of any product. Such sign shall be removed prior to the issuance of a certificate of occupancy authorizing the initiation of intended use of the premises. The sign shall be placed at least five feet from all property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (7) Flags of any nation, state, military, or government, flags of any government-affiliated facility, and seasonal flags shall not require a sign permit. The area of any flag shall not exceed 20 square feet.
- (8) Historical markers, monuments or signs as approved by local, state or federal authorities.
- (9) One nameplate or sign not exceeding two square feet for home occupation and home professional offices uses.
- (10) Lawn signs on any lot provided that the aggregate area of all lawn signs on any lot shall not exceed 32 square feet. The top of the lawn sign shall be no more than five feet off the ground. The lawn sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow. Such signs are to be nonilluminated and shall be displayed for a limited period of time of no more than four months in a twelve month period. Lawn signs shall be removed within seven calendar days after the event for which they are displayed.
- (11) Signs within a building not legible from the public right-of-way or adjacent lots, or any sign within an enclosed outdoor space, such as an athletic field,

where such sign is not legible beyond the property lines.

H. Sign regulations in all districts.

- (1) Setback. All signs shall be located within the setback lines of the lot or on the building, unless otherwise permitted.
- (2) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.
- (3) Illumination. Permitted signs may be internally or externally illuminated, unless otherwise prohibited, provided that such illumination shall not be twinkling, flashing, intermittent, or of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights-of-way. Notwithstanding the above, neon, fluorescent and LED signs shall not be permitted for any residential use, but may be permitted in nonresidential districts, unless otherwise prohibited. All exterior illumination shall be focused downward from above, shall create no direct glare and shall light only the sign area.
- (4) Placement. No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act.

I. Signs for residential uses.

- (1) No sign for a residential use, including exempt signs under § 223-15G, shall be placed above the first floor.
- (2) The aggregate sign area of all signs with permits on any lot shall not exceed 16 square feet.
- (3) A subdivision, apartment or multi-family housing development consisting of more than 15 dwelling units may display freestanding identification sign at each street entrance to the development, designating only the name of the development, the address and name of the owner and the names of any buildings located therein, provided that the maximum sign area of said sign shall not exceed 24 square feet and shall not be more than six feet in height. The top of the sign shall be no more than eight feet off the ground. Such sign shall maintain at least a five foot setback from all property lines.

J. Signs for nonresidential uses. The following signs are hereby permitted for nonresidential uses:

- (1) Projecting wall sign. A projecting wall sign shall not exceed eight feet in height or ten square feet.
 - (a) No sign shall project above the eaves of the building on which it is affixed or, if no eaves exist thereon, the roof, nor shall any wall sign extend more than six inches from the building .
 - (b) Projecting wall signs shall not have more than two faces.
 - (c) The exterior edge of a projecting wall sign shall not extend more than six feet from the outer wall of the structure.
 - (d) No part of a projecting wall sign shall extend into vehicular traffic areas, and any part over pedestrian areas shall have a minimum clearance of seven feet, six inches.
- (2) Freestanding sign. Not more than one freestanding sign facing each street on which the lot abuts, provided that:
 - (a) The building is set back at least 50 feet from the street line.
 - (b) The area of the sign shall not exceed 20 square feet in area.
 - (c) The top of the sign shall be no higher than 16 feet off the ground.
- (3) Permanent window signs. The total amount of signage shall not exceed 20% of the total window surface area and shall not exceed four feet in height and 16 square feet in area.
- (4) Awning signs. One sign for each premise shall be allowed. The area of such sign shall not exceed 20% of the area of the awning.
- (5) Wind-animated banners. Such signs are permitted for commercial uses located on Route 52 and Route 9D in the Local Business, General Business, and industrial districts only.
- (6) Digital signs, provided that:
 - (a) No such sign shall contain moving or animated text or images,
 - (b) The message shall be displayed for at least 12 hours between changes,

- (c) Such signs shall use automatic dimming technology, as certified by the manufacturer, to adjust the brightness of the sign to ambient light so that at no time shall the sign exceed a brightness level of 0.2 foot-candles above ambient light.
 - (d) Such signs shall contain a default mechanism causing the sign to revert to a black screen if the sign malfunctions.
 - (7) Sandwich board signs. A single sandwich board sign shall be permitted on any lot provided that such sign does not exceed three feet in height and six feet in area. All sandwich board signs shall be brought in each day at the close of business. Signs shall not be placed in such a way as to obstruct property sight distance or otherwise interfere with pedestrian or traffic flow. A pedestrian clearway of at least six feet shall be maintained in a pedestrian walkway, and a pedestrian clearway of at least eight feet shall be maintained whenever possible.
 - (8) The aggregate area of all signs with permits on any lot shall not exceed two square feet for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.
 - (9) The aggregate area of each sign shall not exceed one square foot for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.
- K. Signs in the Historic District and Landmark Overlay Zone. All signs in the Historic District and Landmark Overlay Zone in which a sign permit is required, shall be approved by the Planning Board pursuant to § 134-6.
- L. Temporary signs.
- (1) All signs of a temporary nature must receive permits before being displayed, except those specified in 123-15G.
 - (2) Requirements. Any proposed temporary sign shall conform to the following:
 - (a) Such sign shall not exceed four feet in height and 32 square feet in area for any non-residential use. The top of the temporary sign shall be no more than 16 feet off the ground.
 - (b) Such sign shall not exceed four feet in height and 32 square feet in area for any residential use. The top of the temporary sign shall be no more than six feet off the ground.
 - (c) Such sign shall not be displayed for more than four months in a twelve month period.

- (d) Such sign shall not be illuminated.
 - (e) Such sign shall maintain at least a five foot setback from all property lines.
 - (f) Such sign shall be placed in such a way as to not obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (3) Banners shall be permitted as temporary signs and shall be subject to the provisions set forth above.

M. Nonconforming signs.

- (1) All nonconforming temporary signs shall be removed or brought into compliance within 90 days of the adoption date of this section.
- (2) Any nonconforming sign that is removed from its position or siting and not replaced in-kind within 90 days shall be presumed to be abandoned and discontinued and may not be restored or re-erected except in compliance with this section.
- (3) No nonconforming sign may be altered in any way that would increase its nonconformity with the regulations of this section, including but not limited to area, height, setback and illumination.
- (4) Nothing herein shall be deemed to prevent maintaining a nonconforming sign in good repair and safe condition.

N. Violations.

- (1) Noncompliance with any of the foregoing provisions shall constitute an offense, punishable as provided for in § 1-3, General penalty. When a person has received written notice from the Building Inspector or has been served with a summons and complaint in an action to enjoin continuance of any violation, each day in excess of 10 days thereafter that he shall continue to be guilty of such violation shall constitute an additional, separate and distinct offense.
- (2) Any temporary sign installed or placed, except in conformance with the requirements of this section, shall be subject to removal. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such signs in accordance with the administrative fee set forth in the City of Beacon Schedule of Fees. The fee shall be paid by the individual or entity retrieving the signs from the City. The City shall dispose of the sign(s) after five calendar days from the removal of the sign(s) by the City.
- (3) The display of any sign at a location containing the name or address of a

person or entity and a commercial message relating to such person or address shall be presumptive evidence that such person installed, created, erected and maintained the sign at the location where it was displayed. This presumption shall be subject to rebuttal by competent evidence.

Section 4. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223 and Chapter 134 of the City of Beacon Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 5. Severability

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

Section 6. Effective Date

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

DRAFT LOCAL LAW NO. ____ OF 2019

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND CHAPTER 134
DELETE CHAPTER 183 AND AMEND
CHAPTER 223 SECTIONS 15 AND 63 OF THE
CODE OF THE CITY OF BEACON**

A LOCAL LAW to deleted Chapter 183 entitled “Signs” and to amend Chapter 223 Sections 15 and 63 of Code of the City of Beacon, concerning sign regulations in the City of Beacon.

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

Section 1. Chapter 134, Section 6 of the Code of the City of Beacon entitled “Certificate of Appropriateness” is hereby amended as follows:

§ 134-6 Certificate of appropriateness.

No person shall carry out any exterior alteration of a landmark or property within a historic district without first obtaining a certificate of appropriateness from the Planning Board or a certificate of economic hardship from the Zoning Board. No certificate of appropriateness is needed for changes to interior spaces, unless they are open to the public, to architectural features that are not visible from a public street or way, public property or public building, ~~or for the installation of a temporary sign as described in § 223-15F of the Zoning Ordinance of the City of Beacon if located in a nonresidential district.~~ Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a landmark or property within an historic district which does not involve a change in design, material or outward appearance.

Section 2. Chapter 183 of the Code of the City of Beacon entitled “Signs” is hereby repealed and deleted in its entirety.

Section 3. Chapter 223, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to add the following definitions:

SIGN

Any material, structure or device, or part thereof, composed of lettered or pictorial matter which is located out of doors, or on the exterior of any building, including window signs located within 18 inches of the window surface and intended to be viewed from the exterior of the building, displaying an advertisement, announcement notice or name, and includes sign frames, billboards, signboards, painted wall signs, hanging signs, illuminated signs, fluttering devices or projecting signs, and shall include any declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person or business or cause when the same is placed in view of the general public.

~~Any structure or part thereof, or any device attached thereto or painted thereon, or any material or thing, illuminated or otherwise, which displays or includes any numeral, letter, work, model, banner, emblem, light, device, trademark or other representation used as an announcement, designation, direction, display or advertisement of any person, firm, group, organization, commodity, service, profession or enterprise when placed in such manner that it provides visual communication to the general public out of doors, but not including the following:~~

- ~~A. Signs maintained or required to be maintained by law or governmental order.~~
- ~~B. The flag or insignia of any government or governmental agency.~~
- ~~C. The flag of any civic, political, charitable, religious, fraternal or similar organization, which is hung on a flagpole or mast.~~
- ~~D. Religious or other seasonal holiday decorations which do not contain commercial lettering, wording, designs, symbols or other devices.~~

SIGN AREA

Where a sign consists of a single board or face with information on one or both sides, the area which results by including the outside dimensions of such sign, not including the vertical, horizontal or diagonal supports which may affix the sign to the ground or to a structure or building unless such supports are evidently designed to be part of the sign as defined herein. Where a sign consists of several individual faces, the area shall be the total of the area of all such faces which can be observed from any one point. Where the sign consists of individual letters or symbols attached to or painted on any building, window, or part thereof, the area shall be considered to be that of the smallest basic geometric shape (rectangle, triangle or circle) which encompasses all of the letters, symbols and/or any background of a different color than the color of the building.

SIGN, AWNING

Any visual message incorporated in an awning attached to a building. This sign type does not include canopies over gas pumps.

SIGN, BANNER

Any sign constructed of fabric or other flexible material. Flags are not considered banner signs.

SIGN, BILLBOARD OR OTHER OFF-PREMISES COMMERCIAL SIGN

Any sign, other than an exempt sign, which advertises or otherwise directs attention to a business, commodity, service, industry or other activity which is not, or is only incidentally, sold, offered or conducted at the real property at which such sign is located.

SIGN, DIGITAL

Any internally illuminated sign, typically with LEDs (light emitting diodes), that displays words or images that are changed by remote or automatic means.

SIGN, FREESTANDING

Any sign independent of any building but permanently affixed, by any other means, to the ground.

SIGN, LAWN

Temporary freestanding signs placed or inserted into the ground.

SIGN, PROJECTING

Any sign which is attached perpendicular to a building or other structure and extends 12 inches beyond the line of the building or structure or beyond the surface of that portion of the building or structure to which it is attached.

SIGN, ROOF

A sign erected on a roof or extending in height above the cornice or projecting eave of the roofline of the building on which the sign is erected.

SIGN, SANDWICH BOARD

A two-sided hinged sign, portable in nature and capable of standing without support or attachment. The area of a sandwich board sign shall be the total area of one face of the sandwich board sign.

SIGN, TEMPORARY

A banner, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the Building Inspector, or his or her designee, to be displayed for a limited period of time of no more than four months in a twelve month period.

SIGN, WALL

Any painted sign or poster or any surface or place that may be affixed to the front, side or rear walls of any building.

SIGN, WINDOW

A type of sign applied onto or attached to the inside or outside of a window or a transparent door or within 18 inches of the window or transparent door surface.

Section 4. Chapter 223, Section 15 of the Code of the City of Beacon entitled “Signs” is hereby amended as follows:

§ 223-15 Signs.

A. Purpose. The purpose of this section is to promote and protect the public health, safety and welfare by regulating signs of all types within the City of Beacon. This section is intended to protect property values, create a more attractive economic and business climate, ensure pedestrian and vehicular safety, enhance and protect the physical appearance of the community and preserve the scenic and natural beauty of the City. It is the City’s policy to regulate signs in a constitutional manner that is content neutral as to noncommercial messages which are within the protections of the First Amendment to the U.S. Constitution and the corollary provisions of the New York State Constitution.

B. Objectives. These regulations also serve to achieve the following objectives:

- (1) Ensure right to free speech as protected under the Constitution;
- (2) Protect property values, create a more attractive economic and business climate, and protect the physical appearance of the community;
- (3) Provide structures and uses with effective means of identification while reducing visual clutter through the prevention of excessive and confusing sign displays;
- (4) Reduce traffic conflicts or hazards by minimizing visual distractions or obstacles in or visible from the public rights-of-way;
- (5) Minimize the adverse effect of signs on nearby public and private property;
- (6) Avoid personal injury and property damage from unsafe or confusing signs; and
- (7) Establish a clear and impartial process for those seeking to install signs.

C. Conformity required. No sign or billboard shall be erected, constructed, displayed, maintained, moved, reconstructed, extended, enlarged or altered, except in conformity with and expressly authorized by the provisions of this chapter.

D. Substitution clause. A protected noncommercial message of any type may be substituted, in whole or in part, for the message displayed on any sign for which the sign structure or mounting device is legal without consideration of message content. This provision applies to all signs, including outdoor general advertising devices,

allowed under this Section. Such substitution of message may be made without any additional approval, permitting, registration or notice to the City.

E. Permit required.

- (1) Unless specifically exempted from obtaining a permit under the provisions of this section, no person shall erect, construct, replace, relocate or structurally alter any sign within the City without first obtaining a sign permit from the Building Inspector and paying the required fee to the Building Department. The repainting, repairing, changing of parts or sign facing, and maintenance of signs shall not require the issuance of a sign permit provided such maintenance, change or alteration does not in any way alter the size, illumination or location of the sign on the property.
- (2) Submission of a permit application shall be on a form issued by the Building Department and the application fee shall be set forth in the City of Beacon Fee Schedule. The application shall include plans and/or specification of the sign, including the dimensions, materials and details of construction of the proposed sign.
- (3) If a sign is not erected within six months following the issuance of a sign permit for said sign, the sign permit will automatically become void.

A. Relationship to a permitted use. All signs must pertain to a use conducted on the same property on which they are located.

B. Signs in residence districts. In residence districts, the following signs are hereby authorized:

- (1) One identification sign stating the name and address of the resident or property or the number of the lot, not exceeding one square foot in area.
- (2) One identification sign announcing any profession or occupation permitted as an accessory use on the lot, not exceeding one square foot of area.
- (3) For other permitted uses, one sign at each street frontage where the use has an access drive, provided that the total area of such sign does not exceed 50 square feet.
- (4) Temporary signs in accordance with Subsection F below.

(5)(1) Interior signs displayed through windows shall not require a permit under this section, and said signs shall not count toward maximum number of signs affixed to a building per establishment. However, interior window signs affixed to or placed so as to be visible through a window shall be limited to the windows of the structure within which the permitted use is situated, facing the principal street giving access to such structure. The total amount of signage shall not exceed 30% of the total glass area. All signs shall be

~~maintained in a legible, neat and orderly fashion.~~

F. Prohibited Signs.

- (1) Signs that contain words or pictures of an obscene or pornographic nature.
- (2) Signs that emit audible sounds, odor or visible matter.
- (3) Signs placed on a curb, sidewalk, hydrant, utility pole, trees or other objects located on or over any public street, public property or within any public right-of-way, unless otherwise permitted. The City reserves the right to remove any sign placed on public property without notice.
- (4) Portable signs, including signs that are mounted on wheels or mounted on any structure on wheels, but not including permitted sandwich board signs.
- (5) Signs with mirrors or any other reflective material.
- (6) Roof signs.
- (7) Billboards or other off-premise commercial signs.
- (8) Signs that include mechanical, digital or electronic movement or animation, except as provided herein.
- (9) Inflated signs and projected images.

G. Signs exempt from permit requirements. The following signs are exempt from the permit requirements of this section. Unless otherwise limited below, such exempt sign shall not exceed four feet in height and shall not exceed six square feet in sign area per sign. Each exempt sign must comply with all other provisions of this section.

- (1) Any official sign, public notice, or warning sign prescribed by federal, state or local law, including but not limited to signs erected and maintained pursuant to and in discharge of any government functions. The sign must comply with the size restrictions set forth herein, unless otherwise prescribed by federal, state or local law.
- (2) Property identification signs not exceeding two square feet in area, such as signs bearing only the property name, numbers, postal route box numbers, image or logo or names of the occupants of the premises.
- (3) One nonilluminated secondary window signs communicating accessory information such as hours of operation, "in" or "out" signs, and totaling no more than one square foot in size.
- (4) Temporary nonilluminated window signs in non-residential uses. The total amount of signage shall not exceed 20% of the total window surface area.

Temporary window signs shall include signs that identify special events and sales.

- (5) Nonilluminated signs used for the purpose of selling, renting or leasing land or buildings, and displayed only on the premises for sale or lease. No such signs shall exceed four feet in height or six square feet in area, shall be limited to one per premises, and shall be removed immediately upon sale, rental or lease of the premises. The top of the sign shall be no more than six feet off the ground. The sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) One nonilluminated construction sign not exceeding six square feet in area identifying the parties involved in the design, financing and/or provision of labor and materials associated with the labor on the premises where the sign is located, but not including the advertisement of any product. Such sign shall be removed prior to the issuance of a certificate of occupancy authorizing the initiation of intended use of the premises. The sign shall be placed at least five feet from all property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (7) Flags of any nation, state, military, or government, flags of any government-affiliated facility, and seasonal flags shall not require a sign permit. The area of any flag shall not exceed 20 square feet.
- (8) Historical markers, monuments or signs as approved by local, state or federal authorities.
- (9) One nameplate or sign not exceeding two square feet for home occupation and home professional offices uses.
- (10) Lawn signs on any lot provided that the aggregate area of all lawn signs on any lot shall not exceed 32 square feet. The top of the lawn sign shall be no more than five feet off the ground. The lawn sign shall be placed at least five feet from all side property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow. Such signs are to be nonilluminated and shall be displayed for a limited period of time of no more than four months in a twelve month period. Lawn signs shall be removed within seven calendar days after the event for which they are displayed.
- (11) Signs within a building not legible from the public right-of-way or adjacent lots, or any sign within an enclosed outdoor space, such as an athletic field, where such sign is not legible beyond the property lines.

C.H. Sign regulations in ~~residence~~ all districts.

- (1) ~~Animation. No sign shall be mechanically animated, such as moving, rotating~~

~~or revolving.~~

- (2) Setback. All signs shall be located within the setback lines of the lot or on the building, unless otherwise permitted.
- (3) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.-
- (4) Illumination. Permitted signs may be internally or externally illuminated, unless otherwise prohibited, except by means of a neon-type electric material, provided that such illumination shall not be twinkling, flashing, intermittent, or of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights-of-way and provided that the source of such illumination shall not be visible beyond the boundaries of the lot on which it is located. Notwithstanding the above, neon, ~~LCD-fluorescent~~ and LED signs shall not be permitted for any residential use, but may be permitted in nonresidential districts, unless otherwise prohibited. All exterior illumination shall be focused downward from above, shall create no direct glare and shall light only the sign area.
- (5) Placement. No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act.

I. Signs for residential uses.

- (1) No sign for a residential use, including exempt signs under § 223-15G, shall be placed above the first floor.
- (2) The aggregate sign area of all signs with permits on any lot shall not exceed 16 square feet.
- (3) A subdivision, apartment or multi-family housing development consisting of more than 15 dwelling units may display freestanding identification sign at each street entrance to the development, designating only the name of the development, the address and name of the owner and the names of any buildings located therein, provided that the maximum sign area of said sign shall not exceed 24 square feet and shall not be more than six feet in height. The top of the sign shall be no more than eight feet off the ground. Such sign shall maintain at least a five foot setback from all property lines.

J. Signs in for nonresidence districtsnonresidential uses. In nonresidence districts, tThe following signs are hereby permitted for nonresidential uses: authorized:

- ~~(1) Not more than one sign affixed to the outer wall of the structure within which the permitted use is situated, which outer wall faces the principal street giving access to such structure, provided that:~~

~~The aggregate area of each such sign shall not exceed one square foot for each linear foot of building facing the street.~~

- ~~(1) Projecting wall sign. No such sign shall exceed two feet in height, except that a vertical projecting wall sign shall not exceed eight feet in height or ten square feet. A vertical projecting wall sign is defined as any sign which is attached to the building wall or structure which is perpendicular to the face of such wall or structure.~~

- ~~(a) No sign shall project above the eaves of the building on which it is affixed or, if no eaves exist thereon, the roof, nor shall any wall sign extend more than six inches from the building into any required yard.~~

- ~~(b) No sign shall face an abutting residential zoning district if located within 50 feet of such district.~~

- ~~(c) Vertical projecting wall signs shall not have more than two faces.~~

- ~~(d) The exterior edge of a vertical projecting wall sign shall not extend more than five-six feet from the outer wall of the structure or 1/3 the width of the sidewalk, whichever is less.~~

- ~~(e) No part of a vertical projecting wall sign shall extend into vehicular traffic areas, and any part over pedestrian areas shall have a minimum clearance of seven feet, six inches.~~

- ~~(2) Freestanding sign. Not more than one freestanding sign facing each street on which the lot abuts, provided that:~~

- ~~(a) The building is set back not less than at least 50 feet from the street line,~~

- ~~(b) The area of the sign in which case the sign shall not exceed 20 square feet in area.~~

- ~~(c) The building is set back not less than 100 feet from the street line, in which case the sign shall not exceed 35 square feet in area.~~

- ~~(d) No dimension shall exceed 12 feet. The top of the sign shall be no higher than 16 feet off the ground.~~

- ~~(2) Permanent window signs. The total amount of signage shall not exceed 20% of the total window surface area and shall not exceed four feet in height and 16 square feet in area.~~

- (3) Awning signs. One sign for each premise shall be allowed. The area of such sign shall not exceed 20% of the area of the awning.
- (4) Wind-animated banners. Such signs are permitted for commercial uses located on Route 52 and Route 9D in the Local Business, General Business, and industrial districts only.
- (5) Digital signs, provided that:
- a. No such sign shall contain moving or animated text or images,
 - b. The message shall be displayed for at least 12 hours between changes,
 - c. Such signs shall use automatic dimming technology, as certified by the manufacturer, to adjust the brightness of the sign to ambient light so that at no time shall the sign exceed a brightness level of 0.2 foot-candle above ambient light.
 - d. Such signs shall contain a default mechanism causing the sign to revert to a black screen if the sign malfunctions.
- (6) Sandwich board signs. A single sandwich board sign shall be permitted on any lot provided that such sign does not exceed three feet in height and six feet in area. All sandwich board signs shall be brought in each day at the close of business. Signs shall not be placed in such a way as to obstruct property sight distance or otherwise interfere with pedestrian or traffic flow. A pedestrian clearway of at least six feet shall be maintained in a pedestrian walkway, and a pedestrian clearway of at least eight feet shall be maintained whenever possible.
- (7) The aggregate area of all signs with permits on any lot shall not exceed two square feet for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.
- ~~(3)~~(8) The aggregate area of each sign shall not exceed one square foot for each linear foot of public street frontage occupied by the front plane of the principal structure utilized by the subject business.

~~One identification sign, not exceeding 10 square feet in area, to the outer wall of the structure facing upon a street or parking lot not faced by a sign as permitted in Subsection E(4) above.~~

~~In addition to other permitted signs, necessary small directional signs are permitted on access roads and parking areas, provided that the area of each sign shall not exceed two square feet.~~

~~Interior signs displayed through windows shall not require a permit under this section, and said signs shall not count toward maximum number of signs~~

~~affixed to a building per establishment. However, interior window signs affixed to or placed so as to be visible through a window shall be limited to the windows of the structure within which the permitted use is situated, facing the principal street giving access to such structure. The total amount of signage shall not exceed 30% of the total glass area. All signs shall be maintained in a legible, neat and orderly fashion.~~

~~(4) Temporary signs in accordance with Subsection F below.~~

D.K. Signs in the Historic District and Landmark Overlay Zone. All signs in the Historic District and Landmark Overlay Zone in which a sign permit is required, shall be approved by the Planning Board pursuant to § 134-6.

E.L. Temporary signs.

- (1) All signs of a temporary nature must receive permits before being displayed, except those specified in 123-15G.
- (2) Requirements. Any proposed temporary sign shall conform to the following:
 - (a) Such sign shall not exceed four feet in height and 32 square feet in area for any non-residential use. The top of the temporary sign shall be no more than 16 feet off the ground.
 - (b) Such sign shall not exceed four feet in height and 32 square feet in area for any residential use. The top of the temporary sign shall be no more than six feet off the ground.
 - (c) Such sign shall not be displayed for more than four months in a twelve month period.
 - (d) Such sign shall not be illuminated.
 - (e) Such sign shall maintain at least a five foot setback from all property lines.
 - (f) Such sign shall be placed in such a way as to not obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (3) Banners shall be permitted as temporary signs and shall be subject to the provisions set forth above.
- (i.) A temporary sign is a nonilluminated sign that is used in connection with a circumstance, situation or event that is designed, intended or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign, such as signs displayed during campaigns, drives or events of civic, political, philanthropic, educational or religious institutions. If such sign display area is permanent but the message displayed is subject to

~~periodic changes, that sign shall not be regarded as "temporary." Unless otherwise provided in this section, signs shall not be considered temporary if they are effectively displayed on an ongoing basis, interrupted by short intervals when they are not displayed. Temporary signs shall not require a permit under this section, unless located in the public right-of-way or on public property.~~

- ~~(2) Temporary signs must be removed by the individual or organization which posted, or caused to be posted, such temporary signs within seven calendar days after the event for which they are displayed, unless otherwise provided in this section.~~
- ~~(3) No temporary sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.~~
- ~~(4) The following temporary signs shall be permitted in all districts, unless otherwise provided in this section:~~
 - ~~(a) Not more than one temporary sign for each street frontage of the lot, identifying the architect, engineer and/or contractor, and not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts, shall be permitted during the course of construction only.~~
 - ~~(b) One "for sale" or one "to let" sign not exceeding six square feet in area for a single lot, or 50 square feet in area for a real estate subdivision, and set back at least 15 feet along the frontage of the street upon which the property is located. A "sold" sign shall not be displayed for more than 30 calendar days.~~
 - ~~(c) Signs indicating that a special event such as a grand opening, fair, carnival, circus, festival or similar event is taking place on the lot where the sign is located, not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts, and limited to one sign for each street frontage of the lot. The sign shall not be posted sooner than two weeks prior to the special event and shall be removed by the individual or organization which posted, or caused to be posted, such sign within three calendar days following the special event.~~
 - ~~(d) Sidewalk signs with no more than two faces, including but not limited to sandwich boards, in nonresidence districts, or in any other district provided the sign is located on Route 52 (Fishkill Avenue and Teller Avenue) or Route 9D (North Avenue and Wolcott Avenue), not exceeding one sign per business and not exceeding two feet in width and three feet in height. Sidewalk signs may be displayed on an ongoing basis, but shall not be displayed between the hours of 11:00~~

~~p.m. and 6:00 a.m., shall not include banners, and shall not be tethered. Sidewalk signs shall be located in the front of the business for which the sign is displayed, unless the business is located on a corner lot in which case the sign may be located to the side of the business, or unless the business maintains a rear entrance in which case the sign may be located to the rear of the business.~~

~~(c) Signs for tag, garage or yard sales, not exceeding six square feet.~~

~~(f) Signs conveying a nonpolitical, noncommercial message, not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts and limited to one sign for each street frontage of the lot.~~

~~Political posters, banners, promotional devices and similar political signs.~~

~~F. Sign regulations in nonresidence districts.~~

- ~~(1) Illumination. Permitted signs may be internally or externally illuminated, provided that such illumination shall not be twinkling, flashing, intermittent, of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights of way and provided that the source of such illumination shall not be visible beyond the boundaries of the lot on which it is located. Notwithstanding the above, neon, LCD and LED signs may be permitted.~~
- ~~(2) Placement. No sign shall be located so as to obscure any signs displayed by public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.~~
- ~~(3) Setback. Unless otherwise specified, all signs shall be located within the setback lines of the lot or on the building.~~
- ~~(4) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.~~
- ~~(5)(1) Animation. No sign shall be mechanically animated, such as moving, rotating or revolving.~~

~~G. Temporary signs in the public right of way and on public property.~~

- ~~(1) Permit required. In all districts, no temporary signs shall be erected in the public right of way or on public property without a permit, unless specifically exempted below.~~
- ~~(2) Exceptions. The following signs shall not be subject to the issuance of a permit:~~

- ~~(a) — Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic.~~
- ~~(b) — Temporary emergency warning signs erected by a governmental body, public utility company or contractor doing authorized or permitted work within the public right of way, provided that such signs shall be located outside of the public vehicular and pedestrian travel ways and shall be placed so as not to create any nuisance or threat to public safety.~~
- ~~(c) — Bus stops erected by a public transit company.~~
- ~~(d) — Informational signs of a public utility regarding its poles, lines, pipes or facilities.~~
- ~~(3) — Permit standards. The Building Inspector or his duly authorized designee shall issue a permit within a reasonable period of time following receipt of a complete permit application for the placement of a temporary sign in the right of way or on public property, provided the following conditions are satisfied:~~
 - ~~(a) — Submission of a permit application on a form issued by the Building Department and payment of the application fee as set forth in the City of Beacon Fee Schedule.~~
 - ~~(b) — No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act, as may be amended from time to time.~~
 - ~~(c) — All signs must comply with the provisions of Subsection F, above.~~
 - ~~(d) — No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow or means of egress.~~
 - ~~(e) — The necessity of surety bonds and/or insurance shall be determined by the Building Inspector or his duly authorized designee. If it is determined that such surety bond and/or insurance is necessary, the amount of such surety bond and/or insurance shall be determined by the Building Inspector or his duly authorized designee, in his/her sole discretion, as may be necessary to defray any expense of liability from the City. Surety bonds and/or insurance policies shall be approved as to form by the City Attorney.~~
 - ~~(f) — Permits for sidewalk signs shall be valid for one year from the date of issuance and shall not be transferrable.~~

M. Nonconforming signs.

- (1) All nonconforming temporary signs shall be removed or brought into compliance within 90 days of the adoption date of this section.
- (2) Any nonconforming sign that is removed from its position or siting and not replaced in-kind within 90 days shall be presumed to be abandoned and discontinued and may not be restored or re-erected except in compliance with this section.
- (3) No nonconforming sign may be altered in any way that would increase its nonconformity with the regulations of this section, including but not limited to area, height, setback and illumination.
- (4) Nothing herein shall be deemed to prevent maintaining a nonconforming sign in good repair and safe condition.

H.N. Violations.

- (1) Noncompliance with any of the foregoing provisions shall constitute an offense, punishable as provided for in § 1-3, General penalty. When a person has received written notice from the Building Inspector or has been served with a summons and complaint in an action to enjoin continuance of any violation, each day in excess of 10 days thereafter that he shall continue to be guilty of such violation shall constitute an additional, separate and distinct offense.
- (2) Any temporary sign installed or placed, except in conformance with the requirements of this section, shall be subject to removal. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such signs in accordance with the administrative fee set forth in the City of Beacon Schedule of Fees. The fee shall be paid by the individual or entity retrieving the signs from the City. The City shall dispose of the sign(s) after five calendar days from the removal of the sign(s) by the City.
- (3) The display of any sign at a location containing the name or address of a person or entity and a commercial message relating to such person or address shall be presumptive evidence that such person installed, created, erected and maintained the sign at the location where it was displayed. This presumption shall be subject to rebuttal by competent evidence.

Section 4. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223 and Chapter 134 of the City of Beacon Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 5. Severability

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

Section 6. Effective Date

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

**City of Beacon Council Agenda
6/3/2019**

Title:

Resolution Adopting Local Law to Create Chapter 106 Article III of the Code of the City of Beacon Concerning Energize New York

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Adopting Local Law to Create Chapter 106 Article III of the Code of the City of Beacon Concerning Energize New York	Resolution
Proposed Local Law to Create Chapter 106 Article III of the Code of the City of Beacon	Local Law



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO.____ 2019

**A RESOLUTION TO ADOPT A LOCAL LAW TO CREATE CHAPTER 106 ARTICLE III
OF THE CODE OF THE CITY OF BEACON**

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the proposed local law to create Chapter 106 Article III of the Code of the City of Beacon.

Resolution No.____ of 2019			Date: <u>June 3, 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					

LOCAL LAW NO. ____ OF 2019

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO CREATE CHAPTER 106,
ARTICLE III OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to create Chapter 106, Article III of the Code of the City of Beacon concerning the Energize NY Open C-PACE Financing Program.

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

Section 1. Chapter 106, Article III of the Code of the City of Beacon entitled “Energize NY Open C-PACE Financing Program” is hereby created as follows:

§ 106-20 Legislative findings; intent and purpose; authority.

- A. It is the policy of both the City of Beacon and the State of New York to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The City of Beacon finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, "EIC"), a local development corporation, acting on behalf of the City of Beacon, pursuant to a municipal agreement (the “Municipal Agreement”) to be entered into between the City of Beacon and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the “Enabling Act”).
- B. The City of Beacon is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.

- C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the "Energize NY Open C-PACE Local Law”.

§ 106-21 Definitions.

- A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act.
- B. For purposes of this local law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

ANNUAL INSTALLMENT AMOUNT

Shall have the meaning assigned in Section 106-27, paragraph B.

ANNUAL INSTALLMENT LIEN

Shall have the meaning assigned in Section 106-27, paragraph B.

AUTHORITY

The New York State Energy Research and Development Authority.

BENEFIT ASSESSMENT LIEN

Shall have the meaning assigned in Section 106-22, paragraph A.

BENEFITED PROPERTY

Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

BENEFITED PROPERTY OWNER

The owner of record of a Benefited Property.

EIC

The Energy Improvement Corporation, a local development corporation, duly organized under § 1411 of the Not-For-Profit Corporation Law of the State, authorized hereby on behalf of the City of Beacon to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from monies collected by or on behalf of the City of Beacon as a charge to be levied on the real property.

ELIGIBLE COSTS

Costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals' fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement.

ENABLING ACT

Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

FINANCE AGREEMENT

The finance agreement described in Section 106-25, paragraph A of this local law.

FINANCING CHARGES

All charges, fees and expenses related to the loan under the Finance Agreement including

accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

FINANCING PARTIES

Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the Municipality.

MUNICIPAL LIEN

A lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

NON-MUNICIPAL LIEN

A lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

PROGRAM

The Energize NY Open C-PACE Financing Program authorized hereby.

QUALIFIED PROJECT

The acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

QUALIFIED PROPERTY

Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the City of Beacon that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this local law and the Enabling Act and has become the site of a Qualified Project.

QUALIFIED PROPERTY OWNER

The owner of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Program.

RPTL

The Real Property Tax Law of the State, as amended from time to time.

SECURED AMOUNT

As of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 106-27, paragraph C.

STATE

The State of New York.

§ 106-22 Establishment of an Energize NY Open C-PACE Financing Program.

- A. An Energize NY Open C-PACE Financing Program is hereby established by the City of Beacon, whereby EIC, acting on its behalf, pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the City of Beacon, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the "Benefit Assessment Lien") on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Beacon.
- B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§ 106-23 Procedures for eligibility.

- A. Any property owner in the City of Beacon may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the City of Beacon offices.
- B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the City of Beacon, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and Section 106-24 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC acting on behalf of the City of Beacon, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in Program in accordance with Section 106-25 of this local law.

§ 106-24 Application criteria.

Upon the submission of an application, EIC, acting on behalf of the City of Beacon, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

- A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;
- B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;
- C. Sufficient funds are available from Financing Parties to provide financing to the property owner;

- D. The property owner is current in payments on any existing mortgage on the Qualified Property;
- E. The property owner is current in payments on any real property taxes on the Qualified Property; and
- F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the City of Beacon, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§ 106-25 Energize NY Finance Agreement.

- A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the City of Beacon, shall be a third-party beneficiary (the "Finance Agreement"). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a ("Benefited Property").
- B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this law have been met.
- C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.
- D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§ 106-26 Terms and conditions of repayment.

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the City of Beacon. The special benefit assessment shall constitute a "charge" within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by the EIC, on behalf of the City of Beacon, and shall be paid to the Financing Party as provided in the Finance Agreement.
- B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by

EIC, acting on behalf of the City of Beacon.

- C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the City of Beacon, as provided in the Finance Agreement.

§ 106-27 Levy of Annual Installment Amount and Creation of Annual Installment Lien.

- A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the City of Beacon. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the City of Beacon, in the land records for properties in the City of Beacon. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Beacon. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the City of Beacon.
- B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the “Annual Installment Amount”). The Annual Installment Amount shall be levied by EIC, on behalf of the City of Beacon, on the Benefited Property in the same manner as other levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the City of Beacon. Payment to the Financing Party shall be considered payment for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.
- C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the City of Beacon, EIC or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
- D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the City of Beacon, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the City of Beacon, or the Financing Party, as may be provided in the Finance Agreement.

- E. EIC shall act as the City of Beacon's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.
- F. EIC, on behalf of the City of Beacon, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the City of Beacon, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the City of Beacon would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§ 106-28 Verification and report.

EIC, on behalf of the City of Beacon, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 106 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification

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

Section 4. Severability

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

unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 5. Effective Date

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State.

City of Beacon Council Agenda
6/3/2019

Title:

Resolution Approving a Municipal Agreement Between Energy Improvement Corporation and the City of Beacon Relating to Energize NY

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement Between the City of Beacon and Energy Improvement Corporation	Resolution
Municipal Agreement Between Energy Improvement Corporation and the City of Beacon Relating to Energize NY Open C-PACE Financing Program	Agreement



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO.____ 2019

**A RESOLUTION AUTHORIZING THE CITY OF BEACON TO ENTER INTO
AGREEMENT BETWEEN ENERGY IMPROVEMENT CORPORATION AND THE CITY
OF BEACON RELATING TO ENERGIZE NY OPEN C-PACE FINANCING PROGRAM**

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Mayor or City Administrator to enter an agreement with the Energy Improvement Corporation relating to the Energize NY Open C-PACE Financing Program.

Resolution No.____ of 2019			Date: <u>June 3, 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					

MUNICIPAL AGREEMENT

BETWEEN

ENERGY IMPROVEMENT CORPORATION

AND

THE CITY OF BEACON

RELATING TO

ENERGIZE NY OPEN C-PACE FINANCING PROGRAM

DATED AS OF _____, 2019

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**ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT (OPEN C-PACE)**

This Agreement made as of this ____ day of _____, 2019 (the “*Agreement*”), by and between the City of Beacon, a municipal corporation organized and existing under the laws of the State of New York (the “*Participating Municipality*”) and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“*EIC*”) (both the Participating Municipality and EIC may hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*”), sets forth the duties and obligations of each Party in connection with the Participating Municipality’s participation in the Energize NY Open C-PACE Financing Program (“*Open C-PACE*” or the “*Program*”), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Definitions.

“Annual Installment Amount” means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

“Authority” means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

“Benefit Assessment” means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.

“Benefit Assessment Lien” means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

“Benefited Property” means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

“Benefited Property Owner” means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

“Business Day” means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

“Eligible Costs” means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

“Enabling Act” means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

“Energy Audit” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Energy Efficiency Improvement” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Finance Agreement” means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

“Financing Charges” means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

“Financing Party” means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

“Loan” means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.

“Local Law” means **Local Law No. [REDACTED]** adopted by the Participating Municipality pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

“Municipal Lien” means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services or benefits to a Benefited Property.

“Non-Municipal Lien” means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

“Policies and Procedures” shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

“Qualified Project” means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

“Qualified Property” means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

“Qualified Property Owner” means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

“Renewable Energy Systems” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Renewable Energy System Feasibility Study” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“State” means the State of New York.

2. Representation and Warranties of the Parties.

(a) EIC.

(i) EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of

the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

- (ii) EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

(b) Participating Municipality.

- (i) *Authority.* The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.
- (ii) *Adoption of Local Law.* The Participating Municipality has on [REDACTED] adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.
- (iii) *Approvals and Consents.* The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE.
- (iv) *Capacity.* The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to third-party capital providers in connection with the financing of Qualified Projects.

- (v) *Binding Obligation.* This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.
- (vi) *No Action.* There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality, nor is there any basis therefore, (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality's participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.
- (vii) *No Material Default.* The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.

3. Obligations of EIC.

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- (a) Program Requirements.
 - (i) The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in

order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.

- (ii) Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority's guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the "*Policies and Procedures*"). The governing Board of EIC reserves the right to reject an application for financing for any reason.
- (iii) Prepare and deliver to the Participating Municipality by February 15th of each calendar year an annual report (the "*Annual Report*") which Annual Report may be filed by the Participating Municipality on the land records and shall contain information related to each Benefited Property within the Participating Municipality through December 31st of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:
 - A. A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);
 - B. A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;
 - C. The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;
 - D. For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount due and remaining uncollected in the current year, including any Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and
 - E. All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

(b) Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

- (i) Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;
- (ii) Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;
- (iii) Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;
- (iv) Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and
- (v) Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.

- (c) Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the Finance Agreement shall disclose the Financing Charges and risks associated with participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property.”
- (d) Levy and Recording of Benefit Assessment Lien.
- (i) Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.
- (ii) Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges, or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be

adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

(e) Annual Installment Liens.

- (i) As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.
- (ii) The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
- (iii) Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.

(f) Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a Satisfaction and Release of

Benefit Assessment Lien (the “Release”) substantially in the form attached hereto as Exhibit D, and record the Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.

(g) Billing and Collection of Annual Installment Amounts.

- (i) The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality’s agent in the billing and collection of the Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.
- (ii) In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:
 - A. Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and
 - B. Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.
- (iii) If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

(h) Collection of Delinquent Payments.

- (i) If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.
- (ii) EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

4. Obligations of the Participating Municipality.

- (a) Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.
- (b) Assignment of Benefit Assessment Lien.
 - (i) The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

The Financing Party may sell or assign for consideration any and all Benefit Assessment Lien and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. Any such assignment shall be in a form acceptable to EIC, and shall be filed by the Financing Party or, at its request and upon indemnification, by EIC, on the land records for the Participating Municipality. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as EIC would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. There shall be no charge, mortgage recording tax or other fee for recording of any assignment on the land records for the Participating Municipality if filed by EIC, in the same manner as if recorded by the Participating Municipality.

- (c) Notices.
 - (i) Within 10 days of EIC's request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.
 - (ii) The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a

judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

(d) Promotion of Program; Assistance to EIC; Modification of Program.

- (i) The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality's website.
- (ii) The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.
- (iii) Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may receive financing for Qualified Projects. The Participating Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

5. Indemnification

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable costs and attorney's fees, arising out of or in connection with the willful, reckless or negligent actions of EIC's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

6. Term

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

7. Default.

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.

8. Remedies Upon Default.

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- (a) EIC may sue the Participating Municipality for specific enforcement of this Agreement;
- (b) EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.
- (c) EIC may suspend the Participating Municipality's membership in EIC.
- (d) EIC shall have all other rights and remedies provided by law.

Should EIC default in any of its obligations hereunder, the Participating Municipality shall be entitled to any remedy it may have at law and as set forth below. The Participating Municipality may utilize any one or all of these remedies at the Participating Municipality sole discretion:

- (a) The Participating Municipality may sue EIC for specific enforcement of this Agreement;
- (b) The Participating Municipality shall have the right to immediately opt-out of continuation in the program, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.
- (c) The Participating Municipality shall have all other rights and remedies provided by law.

9. Miscellaneous.

(a) Assignment or Transfer.

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(d) Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Susan Morth
Co-Executive Director
Energy Improvement Corporation
2051 Baldwin Road
Yorktown Heights, NY 10598
E-mail: susanm@energizeny.org

Mark Thielking
Co-Executive Director
Energy Improvement Corporation
2051 Baldwin Road
Yorktown Heights, NY 10598
E-mail: mark@energizeny.org

Alain Pierroz
Co-Executive Director
Energy Improvement Corporation
2051 Baldwin Road
Yorktown Heights, NY 10598
E-mail: alainp@energizeny.org

With a copy to:

Anna Lee, Esq.
Partner
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019

PARTICIPATING MUNICIPALITY:

City Administrator
1 Municipal Plaza
Beacon, NY 12508
Email: administrator@cityofbeacon.org

With a copy to:

Keane & Beane P.C.
Nicholas Ward-Willis, Esq.
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601
Email: nward-willis@kblaw.com

Either Party hereto may change its address for purposes of this Section by providing written notice to the other Party in the manner provided above.

(e) Amendment and Waivers.

Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by EIC and the Participating Municipality.

(f) Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties with respect to the Open C-PACE Program and supersedes all previous discussions, understandings and agreements between the Parties relating to the Open C-PACE Program.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: _____, 20__

ENERGY IMPROVEMENT CORPORATION

By: _____

Name:

Title:

Date: _____, 20__

CITY OF BEACON:

By: _____

Name: Randy Casale

Title: Mayor

EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of the City of Beacon (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated _____, 2019, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as _____ and described more particularly in the attached **Exhibit A** (the "Benefited Property"), situated in the Participating Municipality and owned on the date hereof in whole or in part by _____ (the "Benefited Property Owner"), said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated _____, 2019, as may be amended (the "Finance Agreement"). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Participating Municipality, are as follows: an installment payment schedule set forth in the attached **Exhibit B** is in effect for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of \$_____, with interest thereon at a fixed rate equal to _____% per annum, with [#] annual installments of principal and interest (the "Annual Installment Amount") due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of _____% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Participating Municipality against the Benefitted Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a release of this Certificate shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or

encumbrances except a lien for taxes of the Participating Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

Dated at _____, New York this ____ day of _____ 20__.

By: _____
Energy Improvement Corporation
Name:
Title:

Acknowledged and Agreed:

this ____ day of _____, 20__

Property Owner

STATE OF NEW YORK)
)
COUNTY OF _____)

SS.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the Energy Improvement Corporation, acting on behalf of the City of
Beacon.

STATE OF NEW YORK)
)
COUNTY OF _____)

SS.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Property Owner].

Received for Record: _____, 20__ at _____ A.M./P.M.

Recorded in the _____ land records at Volume _____, Page _____.

Clerk of [County/City/Town/Village]

EXHIBIT B

ASSIGNMENT OF BENEFIT ASSESSMENT LIEN

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (hereinafter referred to as “EIC” or the “Assignor”), acting on behalf of the City of Beacon, a New York municipal corporation (the “Municipality”), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated _____, 2019 (the “Municipal Agreement”), in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the “Assignee”) under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated _____, 2019, as may be amended (the “Finance Agreement”), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by _____ and as described on **Exhibit A** and also commonly referred to as _____, attached hereto and made a part hereof (the “Benefit Assessment Lien”), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as EIC would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the City of Beacon shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ____ day of _____, 20____.

Assignor

By: _____
Energy Improvement Corporation
Name:
Title:

Acknowledged and Agreed:

this ____ day of _____, 20____

[Capital Provider]

STATE OF NEW YORK)
)
COUNTY OF _____)

SS.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the Energy Improvement Corporation, acting on behalf of the City of
Beacon.

STATE OF NEW YORK)
)
COUNTY OF _____)

SS.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Capital Provider].

Received for Record: _____, 20__ at _____ A.M./P.M.

Recorded in the _____ land records at Volume _____, Page _____.

Clerk of [County/City/Town/Village]

EXHIBIT C

FORM OF CONSENT OF MORTGAGE HOLDERS

Date: _____
Property/Loan Information: _____
Address: _____
Owner: _____
Municipality: _____
APN: _____
Loan Number: _____

This Mortgage Holder Consent to Benefit Assessment (this “Consent”) is given by the undersigned entity, which is a mortgage holder (“Mortgage Holder”) on the above-referenced property (the “Property”) with respect to the above-referenced loan (the “Loan”).

RECITALS

Mortgage Holder is in receipt of written notice (the “Notice”) from the above-referenced owner of the Property (the “Property Owner”) that it intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the “Authorized Improvements”) by participating in the Energize NY Open C-PACE Financing Program (the “Program”), sponsored by the Municipality.

Mortgage Holder understands that, as a result of an agreement between Energy Improvement Corporation (“EIC”), on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected in annual installments as provided in the financing agreement for the Authorized Improvements (the “Finance Agreement”), in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or municipal charges.

CONSENT

The undersigned hereby represents that it is authorized to execute this Consent on behalf of Mortgage Holder. Mortgage Holder hereby confirms:

A. Mortgage Holder is in receipt of written notice (the “Notice”) from the above-referenced owner of the Property (the “Property Owner”) that it intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property by participating in the Program sponsored by the Municipality.

B. Mortgage Holder understands that, as a result of an agreement between EIC, on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected by EIC, on behalf of the Municipality, in annual installments as provided in the Finance Agreement in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or

municipal charges. Mortgage Holder acknowledges that each annual installment in respect of the Benefit Assessment shall create an Annual Installment Lien, and if such annual installment is not paid when due, each Annual Installment Lien shall constitute a statutory lien on the Property that is superior to the lien of the Loan.

C. Mortgage Holder acknowledges that the Benefit Assessment constitutes a statutory lien on the Property that is superior to the lien of the Loan.

D. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available to collect from Property Owner all amounts due to it under the Loan documents. Mortgage Holder shall have the right to cure any nonpayment by Property Owner of real property taxes and assessments (including the Benefit Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes.

E. Mortgage Holder agrees that the levy of the Benefit Assessment will not constitute an event of default or trigger the exercise of any remedies under the Loan documents.

Mortgage Holder hereby acknowledges that the Property Owner and the Municipality will rely on the representation and consent of Mortgage Holder set forth in this Consent.

Dated this ____ day of _____, 2019

MORTGAGE HOLDER

By: _____
Name:
Title:

STATE OF NEW YORK)
)
COUNTY OF _____)

ss.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Mortgage Holder].

EXHIBIT D

SATISFACTION AND RELEASE OF BENEFIT ASSESSMENT LIEN

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of the City of Beacon (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York (the "Enabling Act") and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated _____, 2019, having filed a Certificate of Levy and Lien of Benefit Assessment against the property of [Property Owner], on the ____ day of _____, 20__ in the land records of _____, Book _____ page _____ on the following described real property in _____, New York in the amount of \$ _____:

[Property description]

NOW, THEREFORE, the undersigned does hereby acknowledge satisfaction of the Lien of Benefit Assessment and does direct the Clerk of the [County/City/Town/Village] to release, cancel and discharge the Benefit Assessment Lien in accordance with the Enabling Act and the Local Law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ____ day of _____, 20__.

Energy Improvement Corporation

By: _____
Name:
Title:

Acknowledged and Agreed:

this ____ day of _____, 20__

[Capital Provider]

Acknowledged and Agreed:

this ____ day of _____, 20__

[Property Owner]

STATE OF NEW YORK)
)
COUNTY OF _____)

ss.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the Energy Improvement Corporation, acting on behalf of the City of
Beacon.

STATE OF NEW YORK)
)
COUNTY OF _____)

SS.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Capital Provider].

STATE OF NEW YORK)
)
COUNTY OF _____)

SS.: _____

On this the ____ day of _____, 20____, before me _____,
the undersigned officer, personally appeared _____, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Property Owner].

Received for Record: _____, 20__ at _____ A.M./P.M.

Recorded in the _____ land records at Volume _____, Page _____.

Clerk of [County/City/Town/Village]

City of Beacon Council Agenda
6/3/2019

Title:

Resolution Authorizing the Appointment of Anna Russell as the City of Beacon Climate Smart Communities Coordinator

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing the Appointment of Anna Russell as the City of Beacon Climate Smart Communities Coordinator	Resolution



BEACON CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION AUTHORIZING THE CITY OF BEACON TO ENTER INTO A CONTRACT WITH ANNA RUSSELL FOR CLIMATE SMART COMMUNITIES COORDINATOR SERVICES

WHEREAS, the City of Beacon has joined the New York State Climate Smart Communities Program in order to accelerate a path to becoming a more sustainable, eco-friendly city; and

WHEREAS, the New York State Climate Smart Communities program requires extensive administrative work in order to document sustainability efforts, plan and coordinate future climate related projects; and

WHEREAS, the City of Beacon sought candidates for a Climate Smart Communities Coordinator. Thirty resumes were submitted, six candidates were interviewed and the Mayor and City Administrator are recommending hiring Anna Russell; and

WHEREAS, Anna Russell has extensive experience with clean energy in her work with agencies throughout New York State including but not limited to New York Power Authority and New York State Energy Research and Development Authority.

NOW THEREFOR BE IT RESOLVED, that the City of Beacon City Council authorizes the Mayor or City Administrator to enter into a contract with Anna Russell to serve as Beacon's Climate Smart Communities Coordinator.

Resolution No. _____ of 2019			Date: June 3, 2019				
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					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
		Motion Carried					

**City of Beacon Council Agenda
6/3/2019**

Title:

Resolution Authorizing the Appointment of the City of Beacon Conservation Advisory Committee as the City of Beacon Climate Smart Communities Task Force

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing the Appointment of the City of Beacon Conservation Advisory Committee as the City of Beacon Climate Smart Communities Task Force	Resolution



BEACON CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION AUTHORIZING APPOINTMENT OF THE CITY OF BEACON CONSERVATION ADVISORY COMMITTEE AS THE CITY OF BEACON CLIMATE SMART COMMUNITIES TASK FORCE

WHEREAS, the City of Beacon has joined the New York State Climate Smart Communities Program in order to accelerate a path to becoming a more sustainable, and eco-friendly city; and

WHEREAS, the New York State Climate Smart Communities program requires extensive administrative work in order to document sustainability efforts, and plan and coordinate future climate related projects; and

WHEREAS, the City of Beacon Conservation Advisory Committee has agreed to serve as the Climate Smart Communities Task Force.

NOW THEREFOR BE IT RESOLVED, that the City of Beacon City Council authorizes the Mayor to appoint the Conservation Advisory Committee as the Climate Smart Communities Task Force. The committee will hold both titles.

Resolution No. _____ of 2019			Date: June 3, 2019				
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					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
		Motion Carried					

City of Beacon Council Agenda
6/3/2019

Title:

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Subject:

Background:

ATTACHMENTS:

Description	Type
Standard Work Day and Reporting Resolution for Elected and Appointed Officials	Resolution

Received Date
Standard Work Day and
Reporting Resolution for
Elected and Appointed Officials

Title:	Standard Work Day: (Hrs/day) Min. 6 hrs Max. 8 hrs	Name: (First and Last)	Social Security Number: (Last 4 digits)	NYSLRS ID:	Tier 1 (Check only if member if Tier 1)	Current Term & End Dates: (mm/dd/yy-mm/dd/yy)	Record of Activities Result:*	Not Submitted: (Check only if official did not submit their Record of Activities)
Elected Officials:								
Council Member	7	*Not in ERS *			<input type="checkbox"/>	N/A		<input type="checkbox"/>
Council Member	7	* Not in ERS *			<input type="checkbox"/>	N/A		<input type="checkbox"/>
Council Member	7	* Not in ERS *			<input type="checkbox"/>	N/A		<input type="checkbox"/>
Appointed Officials:								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

I, Iola C. Taylor, secretary/clerk of the governing board of the City of Beacon, of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____
on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Beacon on this _____ day of _____, 20____, 19____
(Name of Employer)

Affidavit of Posting: I, (Signature of Secretary or Clerk)
Iola C. Taylor

(Name of Secretary or Clerk)

and continued for at least 30 days. That the Resolution was available to the public on the: _____
(Date) _____ being duly sworn, deposes and says that the posting of the Resolution began on

☒ Employer's website at: www.cityofbeacon.org

☐ Official sign board at: _____

☐ Main entrance Secretary or Clerk's office at: _____

**Please type or print clearly
in blue or black ink**

Employer Location Code

2005

RS 2417-B
(Rev.09/18)

(Rev. 09/18)

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

[illegible]

Employer: City of Beacon

Location Code: 20005Page 2 of 2 (use with form RS 2417-A)

Resolution No. _____ of 2019			Date: June 3, 2019				
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					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
		Motion Carried					

City of Beacon Council Agenda
6/3/2019

Title:

Approval of Minutes from April 15, 2019

Subject:

Background:

ATTACHMENTS:

Description

April 15 City Council Meeting Minutes

Type

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 April 15, 2019. Please note that the video recording of this meeting is available at <https://vimeo.com/330769857>

Council Members Present:

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

Council Members Absent:

Terry Nelson, Ward One

Also Present:

Anthony Ruggiero, City Administrator
Nick Ward-Willis, City Attorney
Frits Zernike, Dutchess County
Legislator
Nick Page, Dutchess County
Legislator

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

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. There were no public hearings scheduled.

Speakers:

Theresa Kraft

Ms. Kraft stated that the city should not allow four-story buildings on Main Street. The Planning Board is hypocritical in the fact that they state they do not grant variances, that is the job of the Zoning Board. However, the Planning board does make recommendations for variances to the Zoning Board. High density development mechanical rooms are like miniature cities and they are unnecessary. We need to preserve the character of our historic city.

Dennis Pavlock

Mr. Pavlock made two comments. First, he said that he witnessed an unsafe act at the Parade of Green and if anyone would like to discuss this, please get in touch with him. Second, there is unsafe scaffolding near Ed's gas station due to the high winds.

Paul Mersfelder

Mr. Mersfelder spoke on behalf of Nobody Leaves Mid-Hudson. He asked the city to support New York State legislation called Protect Our Courts which would essentially prevent ICE officials from arresting individuals who have entered the United States illegally while they are in court for a non-immigration related issue.

Tina Bernstein

Ms. Bernstein asked the city to support New York State legislation called Protect Our Courts.

Arthur Camins

Mr. Camins opined that the City of Beacon should take an aggressive and visionary role in order for our city to be more welcoming and affordable. He spoke in favor of rent control and stabilization. Mr. Camins requested that the City Council enact a building moratorium so we can have an expert help us create an affordable housing plan.

Julie Shirioshi

Ms. Shiriosho spoke on behalf of New York State Assemblyman Jonathan Jacobson who is supporting Protect Our Courts.

Charlie Kelly

Mr. Kelly spoke about Ferry Landing. He stated that the vantage point where the viewshed is protected starts at the intersection of Bayview and Wolcott Avenue. There is no intersection of Bayview and Wolcott Avenue. Mr. Kelly spoke out against the project at Ferry Landing, stating that it was out of line with the Local Waterfront Revitalization Program and the planners involved with the project have made dubious claims. We need to protect our viewsheds.

Stosh Yankowski

Mr. Yankowski pointed out that the trees at Ferry Landing have been cut and it looks terrible. He asked for support to take the property through eminent domain. He stated that the development project on Wolcott Avenue looks terrible. Mr. Yankowski suggests having an RF engineer determine if the facilities at Howland Avenue can be remotely tuned. He wants to know if the power level can be increased remotely.

Frank Ritter

Mr. Ritter showed a picture of Beacon 100 years ago and asked the public to let him know if their family members are in the photo. He questioned what Beacon's predecessors would think of the development happening today. There will not be enough parking. Sewers and storm drains will overflow.

Laury Dick

Ms. Dick asked the Council to vote to support the New York State legislation called Protect Our Courts. ICE is arresting people without criminal records in the courts.

Community Segment

Dennis Pavlock of the Beacon Historic Society spoke about the upcoming Walking Ghost Tour on May 3, 4, 5 from 6 – 9 pm every half an hour. Some of the many historical figures who will be portrayed are actor and director Paul Newman, the first fireman who died fighting a fire in the City of Beacon, Bobby Kramer, and the famous palmist, Madam Zingarra.

Public Hearings: There was no Public Hearing scheduled.

Council Member Reports:

Amber Grant:

Ms. Grant thanked people for supporting Protect Our Courts. She spoke in favor of the bill and said she would email a sample resolution and key points regarding the bill. She said she looks forward to discussing viewshed protection on April 29th. Ms. Grant thanked the City Administrator and the Mayor for moving forward on the Climate Smart Communities program by posting a job announcement for a Climate Smart Communities Coordinator.

John Rembert:

Mr. Rembert is looking forward to the workshop on April 29th to discuss viewsheds. He wants to learn more about Protect our Courts and would like to support the bill.

Lee Kyriacou:

Mr. Kyriacou attended the last Planning Board meeting. He recognized how even-handed and attentive the Planning Board is to input. People should be complaining to the City Council, not the Planning Board. The Planning Board has limited authority. Further, it is important for the Council to look at the linkage zone and the viewsheds.

George Mansfield:

Mr. Mansfield said that he looks forward to discussing the Protect Our Courts Act. He pointed out that there is a bench on 9D and Tioronda Avenue that has spray paint. He would like to consider adding the chapel at Hidden Brook to the historical list of properties.

Jodi McCredo:

Ms. McCredo thanked everyone for coming to the meeting. She would like to discuss the Protect Our Courts. The Howland Public Library will be hosting a series of Community Conversations. The schedule is as follows: May 22nd at 6 pm at the Beacon Elks Lodge, May 24th at 10 am at the Howland Cultural Center, and June 22nd at 3 pm at the University Settlement Camp. You can find out more at beaconlibrary.org. Ms. McCredo is looking forward to speaking about zoning.

Nick Page

Mr. Page provided several updates from Dutchess County regarding the City of Beacon.

Mr. Page said that money was recently allocated for early voting; the closest location to Beacon is the Fishkill Town Hall.

A subcommittee recently expanded wine and liquor store hours across the county.

In May there will be a county infrastructure package, they will allocate funding for the design of the Washington Street Bridge. Bridge replacement is scheduled to be done no later than 2022.

Mr. Page is working on providing a summer weekend ferry service pilot program. He has secured county funding from Dutchess and Orange; he is likely to come back and ask for a Newburgh and Beacon contribution for the service as well.

Frits Zernike

Mr. Zernike, a County Legislator provided an update on the wine and liquor bill at the county level. He announced that the County Executive will likely veto a bill which will expand wine and liquor store hours. However, the legislators will likely be able to override the veto. He thanked the Mayor for supporting the bill.

Mayor Casale:

Mayor Casale thanked the Beacon Volunteer Ambulance Corps members for their life-saving efforts over the past 60 years. Mayor Casale read a proclamation that declared April 16, 2019 Beacon Volunteer Ambulance Corps Day. He congratulated them on their 60th Anniversary and thanked them for all of the money they have saved the city over the past 60 years. He went onto empathize with the ambulance corps system. If anyone is interested in volunteering, please call 845 831 4540 or email recruitment@beaconvac.org

Mayor Casale stated that he received a letter from a resident regarding the Protect Our Courts Act. That letter can be found below:

Dear Mayor Casale and Beacon City Council Members,

I am unable to make it to tonight's city council meeting, but would like to have my comments included in the record regarding the recent surge in the presence of ICE officers in local courts of the Hudson Valley in recent weeks.

I urge you to pass a resolution in support of the Protect Our Courts Act now before the State Assembly. It is crucial that ALL of our citizens be able to access local courts, for both criminal and civil matters, without fear of being arrested by federal agents. Whether a person needs to address criminal charges or pay a traffic fine or get help regarding domestic abuse, they must feel they can safely access the courthouse. To quote from the bill, "the use of court calendars and courthouses as a means of locating allegedly undocumented individuals...leaves many immigrants, documented and undocumented, afraid to access the justice system or respond to court summonses for fear of potentially life-changing immigration-related repercussions. This trend has a potentially damaging impact on all New Yorkers, not just immigrant communities, as the operation of our judicial system and public safety are undermined."

I also urge you to stand firm in keeping Beacon a sanctuary for immigrants. We hear in the media that cities that have declared themselves sanctuaries are being threatened by the federal government with loss of funding and other retaliation. But an article in the NY Times reported that in NY state and other states, the courts have been ruling in favor of municipalities. In November, a New York appellate court rules that local law enforcement cannot detain immigrants for ICE. The article notes that courts in NY and other states have "prohibited local law enforcement from complying with so-called detainers, the requests from ICE for those officers to hold immigrants." [nytimes.com/2018/12/12/nyregion/sanctuary-cities-state-courts.html](https://www.nytimes.com/2018/12/12/nyregion/sanctuary-cities-state-courts.html)

I thank you for your attention to this issue and for all your hard work.

Sincerely,

Julie Winterbottom

The Beacon Library will be voting for Board Members on April 25th from 12 – 8 pm.

The New Vision Church has been running a food pantry on Saturdays from 10:30 – 12:30 at the Recreation Center. They have an abundance of food. If you have any questions, please call 845 202 7199. He thanked the New Vision Church for their service.

The Arbor Day Celebration will be on April 26th at 4 pm at the Yankee Clipper Diner.

Resolutions, Ordinances and Local Laws:

1. A Resolution Approving the Appointment of Will Hough to the Recreation Committee

- Motion by Council person Rembert
- Second by Council person Mansfield
- Resolution passes 6-0

Will Hough:

Mr. Hough stated that he has been a part of the Beacon community for about 18 months. A couple of months ago he stopped a kid from robbing a store in Beacon and he decided he wanted to help make kids stronger mentally and physically. He is a former special operations military official. He looks forward to working together with the Mayor and the citizens of Beacon. Mr. Hough thanked the Council for appointing him.

2. A Resolution to Set Public Hearing on Proposed Local Law to Delete Chapter 183 and Amend Chapter 223 Sections 15 and 63 of the Code of the City of Beacon Regarding the Sign Law

- Motion by Council person Grant
- Second by Council person McCredo
- Resolution passes 6-0

3. A Resolution to Set Public Hearing on Verizon Wireless Facility at 110 Howland Avenue

- Motion by Council person Rembert
- Second by Council person Mansfield
- Resolution Passes 6-0

4. Scheduling of an Information Session for Public Comment on Preliminary Draft Zoning Code Tables for Schedule of Uses and Rezoning of Certain Properties

- Motion by Council person McCredo
- Second by Council person Grant
- Resolution passes 6-0

5. A Resolution Supporting Universal Rent Stabilization and Control

- Motion by Council person Rembert
- Second by Council person McCredo
- Resolution passes 6-0

Council person Lee Kyriacou:

Mr. Kyriacou asked for the specifics of the resolution.

Mayor Casale:

The Mayor read the resolution which can be found in the agenda for April 15, 2019.

6. A Resolution to Declare Fairview Tank Replacement Project a Type II Action Under SEQRA

This resolution was not voted on. Rather, the Council voted to table the vote until May 6th because it must be voted on at the same time as the Water Bond which is on the agenda for May 6th.

Motion to table until May 6

- Motion by Council person Rembert
- Second by Council person Grant
- Motion passes 6 – 0

7. A Resolution Authorizing Sale of City of Beacon Property Adjacent to 351 Tioronda Avenue

- Motion by Council person Grant
- Second by Council person Mansfield
- Resolution passes 6-0

Approval of Minutes

Motion to approve council minutes from April 1, 2019

- Motion by Council person Grant
- Second by Council person McCredo
- Motion passes 6-0

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.

Speakers:

Louis Amoroso Sr.

Mr. Amoroso stated that an individual who spoke in the earlier Public Comment period made statements hypocritical to the stance he took years ago when he was influential in preventing Mr. Amoroso Sr. from serving on the Planning Board. According to Mr. Amoroso Sr., this individual took pro-development stances in the past however, his stance has now changed since there is a planned development in his own neighborhood.

Adjournment:

- Motion by Council person Rembert
- Second by Council person Mansfield
- Motion passes 6-0

City Council / Zoning Board of Appeals / Planning Board Retreat: April 22, 2019

Next Workshop: April 29, 2019

Next Meeting: May 6, 2019

Resolution No. __ of 2019			Date: <u>June 3, 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					