



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

April 2, 2018
7:00 PM
City Council Agenda

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

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

Public Hearings:

- Consideration of a Proposed Local Law to Amend Ch. 134 and Ch. 223, Sec. 24.7 of the City Code entitled "Historic Preservation"
- Consideration of a Proposed Local Law to Create Section 223-26.4 in the City Code Concerning Short-Term Rentals

Reports:

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

Local Laws and Resolutions:

1. Approval of the Creation of the Part-Time Deputy City Clerk Position
2. Approval of Additions to Fee Schedule: Excavation, Grading & Tree Removal Permits
3. Approval to Enter Into an Agreement Concerning the Bridge Street Bridge

4. Resolution to Award Hudson River Trail Connector Project
5. Approval to Amend Contract with WSP for the Rehabilitation of Fishkill & Teller Avenues
6. Resolution Approving the Announcement of Mayoral Appointments
7. Approval of Amendment to Contract With Kearny Realty & Development Group, Inc.
8. Adoption of a Local Law to Create Section 223-26.4 in the City Code Concerning Short-Term Rentals

Approval of Minutes:

- Approval of Minutes from March 19, 2018

Budget Amendments:

- Budget Amendments

2nd Opportunity for Public Comments:

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

Adjournment:

City of Beacon Council Agenda
4/2/2018

Title:

Consideration of a Proposed Local Law to Amend Ch. 134 and Ch. 223, Sec. 24.7 of the City Code entitled "Historic Preservation"

Subject:

Background:

ATTACHMENTS:

Description

PLL

Type

Cover Memo/Letter

DRAFT LOCAL LAW NO. ____ OF 2018

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND
CHAPTER 134 AND CHAPTER 223, SECTION 24.7 OF THE CODE OF
THE

CITY OF BEACON

A LOCAL LAW to
amend Chapter 134
and Chapter 223,
Section 24.7 of the
Code of the City of
Beacon Historic
Preservation.

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

Section 1. Chapter 134 of the Code of the City of Beacon entitled “Historic Preservation” is hereby amended as follows:

§ 134-1. Purpose.

There exist within the City of Beacon landmarks, structures, buildings and districts of special historic significance which, by reason of their antiquity or uniqueness of architectural construction or design, are of particular significance to the heritage of the City, county, state or nation.

§ 134-2. Historic District.

~~A.~~ A Historic District and Landmark Overlay Zone (HDLO) is hereby established for the purposes of encouraging the protection, enhancement, perpetuation and use of buildings and structures and appurtenant vistas having special historical or aesthetic value which represent or reflect elements of the City's cultural, social, economic, political and architectural history.

~~B. For the purposes of this chapter, the landmarks and the boundaries of such zone are established as shown on a map entitled "Historic District and Landmark Overlay Map,"~~

~~which is hereby incorporated as a part of this chapter and is attached hereto as Exhibit A.~~

§ 134-3. Definitions.

Unless specifically defined below, words or phrases in this chapter shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this chapter its most reasonable application.

ALTERATION

Any act or process that changes one or more of the exterior architectural features of a structure, including but not limited to the erection, construction, restoration, renovation, reconstruction, demolition, moving or removal of any structure.

CERTIFICATE OF APPROPRIATENESS

A certificate issued by the Planning Board indicating its approval of plans for alteration, construction, removal or demolition of a landmark or of a structure within an historic district.

CERTIFICATE OF ECONOMIC HARDSHIP

A certificate issued by the Zoning Board of Appeals authorizing an alteration, construction, removal or demolition even though a certificate of appropriateness has previously been denied.

CONSTRUCTION

The act of making an addition to an existing structure or the erection of a new principal or accessory structure on a lot or parcel.

DEMOLITION

Any act or process that destroys in part or in whole a landmark or a structure within an historic district.

EXTERIOR ARCHITECTURAL FEATURES

The design and general arrangement of the exterior of a structure open to view from a public way, public property or any part of any public building, including the kind and texture of building materials and number, proportion, type and spacing of windows, doors, walls, roofs, murals, projections and signs. This term shall also include all earthworks, sidewalks, driveways, fences, trees, landscaping and other features visible from a public way, public property or any part of any public building.

HISTORIC DISTRICT

An area designated as an "historic district" by action of the City Council in enacting this chapter and which contains within definable geographic boundaries one or more landmarks and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

LANDMARK

A property or structure designated as a "landmark" by action of the City Council in enacting this chapter that is worthy of rehabilitation, restoration and preservation because of its historic and/or architectural significance to the City of Beacon.

OWNER OF RECORD

The person, corporation or other legal entity issued as owner of a parcel according to the records of the Dutchess County Clerk.

REPAIR

Any change that is not construction, removal or alteration.

STRUCTURE

Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, gazebos, walls, sidewalks, signs, billboards, backstops for tennis courts, radio and television antennae, including supporting towers, and swimming pools.

§ 134-4 ~~6~~-Designation of landmarks or historic districts.

- A. The City Council may act upon its own initiative or upon petition from the owner of a proposed landmark, site, structure or property, the Planning Board, or historic preservation committee, to consider designation of a historic district or historic landmark, site, structure or property. All designated historic districts and landmarks shall be included in the HDLO. The City Council hereby designates the individual properties as landmarks as shown on the accompanying Historic District and Landmark Overlay Map because they:
- B. The City Council shall, upon investigation as it deems necessary, make a determination as to whether a proposed district or landmark meets one or more of the following criteria:
 - (1) Possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the City, county, state or nation;

- (2) ~~Are~~ Is identified with historic personages or with important events in national, state or local history;
- (3) ~~Embody the distinguishing characteristics of an architectural style;~~ Embodies distinguishing characteristics of an architectural-type specimen, inherently valuable for a study of a period, style, method of construction or of indigenous materials or craftsmanship;
- (4) ~~Are~~ Is the work of a designer whose work has significantly influenced an age; or
- (5) ~~Because of unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.~~
- (5) Qualifies for inclusion on the State or National Registers of Historic Places.

~~B. The City Council hereby designates the group of properties shown on the attached map as a historic district because they:~~

- ~~(1) Contain properties which meet one or more of the criteria for designation of a landmark; and~~
- ~~(2) By reason of possessing such qualities, constitute a distinct section of the City.~~

C. Notice of a proposed designation shall be sent by certified mail or personal delivery ~~regular mail~~ to the owner of the property proposed for designation, describing the property proposed and announcing a public hearing by the City Council to consider the designation. Once the City Council has issued notice of a proposed designation, no building permits shall be issued by the Building Inspector until the Council has made its decision.

D. Notice of the public hearing shall be given by publication in a newspaper of general circulation in the City of Beacon at least fourteen (14) calendar days prior to the date of such hearing.

E. The City Council shall hold a public hearing prior to designation of any landmark or historic district. The City Council, owners and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural or cultural importance of the proposed landmark or historic district. The record may also contain reports, public comments or other evidence offered outside of the hearing.

F. In determining whether or not to designate a new historic landmark, the City Council shall consider the factors listed in § 134-4.B and any testimony or evidence presented during the public hearing.

- G. The City Council shall make a decision within sixty (60) days of the conclusion of the hearing, the City Council shall render its decision on the proposed designation. If the City Council fails to act within sixty (60) days, or fails to extend the period in which to act, the designation shall be deemed to have been denied. A super-majority vote of five (5) Council members is necessary to designate a new historic landmark if the property owner objects to such designation.
- H. The City Council shall forward notice of each property designated as a landmark and the boundaries of each designated historic district to the property owner, the City Clerk, the Planning Board, the Zoning Board, and the offices of the Dutchess County Clerk for recordation.
- I. A list of designated properties shall be maintained on file with the City Clerk and shown on the City of Beacon Zoning Map.

§ 134-~~5~~ 42. Uses permitted by special permit.

Section 223-24.7 of Chapter 223, Zoning, of the City Code, enumerates the uses which may be permitted by special permit, issued by the City Council, in the Historic District and Landmark Overlay Zone, and the process by which such uses may be permitted.

§ 134-~~6~~ 4 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.

§ 134-~~7~~ 5 Criteria for approval of a certificate of appropriateness or special permit in the HDLO.

- A. Historic districts are living entities that have typically grown and accommodated change through multiple time periods. HDLO buildings are recognized as models for how to design high-quality, enduring structures that have gained in public appreciation over time, thereby serving as excellent examples for sustainable development. In reviewing an HDLO application and plans, the City Council or Planning Board shall give consideration to:

- (1) The historic or architectural value or significance of the structure and its relation to the historic character of the surrounding area.

- (2) The relationship of the exterior architectural features of such structure to the rest of the structure and to the surrounding area.
 - (3) The ~~general~~ compatibility of exterior design in terms of scale, arrangement, texture and materials proposed, roof and cornice forms, spacing and proportion of windows and doors, exterior architectural details, signs, and street-front fixtures.
- B. In applying the principle of compatibility, the City Council or Planning Board shall consider use the following factors standards for new structures, additions, or alterations in the HDLO. Standards using the verb “shall” are required; “should” is used when the standard is to be applied unless the Planning Board or City Council finds a strong justification for an alternative solution in an unusual and specific circumstance; and “may” means that the “standard” is an optional guideline that is encouraged but not required.
- (1) The ~~general~~ design, character, and appropriateness to the property of the proposed alteration or new construction.
 - (a) Construction shall build on the historic context with applications required to demonstrate aspects of inspiration or similarities to adjacent HDLO structures or historic buildings in the surrounding area.
 - (b) Compatibility does not imply historic reproduction, but new architecture shall also not arbitrarily impose contrasting materials, scales, colors, or design features.
 - (c) The intent is to reinforce and extend the traditional patterns of the HDLO district, but new structures may still be distinguishable in up-to-date technologies and details, most evident in window construction and interiors.
 - (d) Exterior accessory elements, such as signs, lighting fixtures, and landscaping, shall emphasize continuity with adjacent HDLO properties and the historic characteristics of the sidewalk and streetscape.
 - (e) Where possible, parking shall be placed towards the rear of the property in an unobtrusive location with adequate screening from public views, unless another location provides better screening.
 - (2) The scale and height of the proposed alteration or new construction in relation to the property itself, surrounding properties, and the neighborhood.
 - (a) Where possible, an addition ~~that is deemed necessary~~ to an historic structure ~~shall should~~ be placed towards the rear, or at least recessed, ~~so that character-defining features are not damaged or obscured and~~ so that the historic structure remains more prominent than the subsidiary addition.

- (b) Any alteration or addition to an historic structure shall not damage or obscure the character-defining features of the architecture or site to the maximum extent possible.
- (c) The height of any new building facades in the HDLO shall ~~reflect not conflict~~ with the ~~typical~~ heights of adjacent historic structures on adjoining HDLO parcels.
- (d) Larger buildings or additions ~~shall should~~ incorporate significant breaks in the facades and rooflines, generally at intervals of no more than 35 feet.
- (3) ~~Texture and materials~~ Architectural and site elements and their relation to similar features of other properties in the ~~neighborhood~~ HDLO.
 - (a) It is not appropriate to disrupt the relationship between an historic building and its front yard or landscape, including screening historic properties from traditional street views by high walls or hedges.
 - (b) Historic storefronts, porches, cornices, window and door surrounds, or similar architectural features ~~shall should~~ not be enclosed, obscured, or removed so that the character of the structure is substantially changed.
 - (c) Deteriorated building features ~~shall should~~ be repaired rather than being replaced and, if not repairable, ~~shall should~~ be replicated in design, materials, and other historic qualities.
 - (d) New buildings in the HDLO ~~shall should~~ have a top-floor cornice feature and first-floor architectural articulation, such as an architecturally emphasized entrance doorway or porch, to accent the central body of the building.
 - (e) Architectural features and windows shall be continued on all sides that are clearly visible from a street or public parking area, avoiding any blank walls, except in cases of existing walls or potential common property walls.
 - (f) New HDLO buildings shall have a front entrance door facing the primary street and connected to the sidewalk.
 - (g) Primary individual window proportions shall be greater in height than width, but the approving body may allow exceptions for storefront, transom, and specialty windows. Mirrored, reflective, or tinted glass and all-glass walls, except greenhouses, shall not be permitted. Any shutters shall match the size of the window opening and appear functional.
 - (h) Finish building materials should be wood, brick, traditional cement-based stucco, stone, smooth cast stone, smooth-finished fiber-cement siding, or other materials deemed acceptable by the approving body. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls,

plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic rough-cut stone, synthetic brick, synthetic stucco, exterior insulation and finishing system (EIFS), direct-applied finish system (DAFS), and chain link, plastic, or vinyl fencing shall not be permitted.

- (i) Materials and colors should complement historic buildings on the block. Fluorescent, neon, metallic, or other intentionally garish colors, as well as stripes, dots, or other incompatible patterns, shall be prohibited.
- (j) Mechanical equipment and refuse containers shall be concealed from public view by approved architectural or landscaping elements and shall be located to the rear of the site. Window or projecting air conditioners shall not be permitted on the front façade of new buildings or additions.

§ 134-87. Certificate of appropriateness application procedure.

- A. Prior to the commencement of any work requiring a certificate of appropriateness, the owner shall file an application for such a certificate with the Planning Board. The application shall include:
 - (1) The name, address and telephone number of the applicant.
 - (2) ~~Sketches or other~~ Scaled drawings showing the proposed changes.
 - (3) Descriptions or samples of materials to be used.
 - (4) ~~{Where the proposal includes signs or lettering,}~~ a scaled drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination, if any, and a plan showing the sign's location on the property.
 - (5) Any other information which the Planning Board may deem necessary in order to visualize the proposed work.
- B. No building permit shall be issued for such proposed work until a certificate of appropriateness has first been issued by the Planning Board. The certificate of appropriateness required by this act shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of Beacon.
- C. The applicant may consult with the Planning Board or its designated agent prior to submitting an application.
- D. Where site plan review or subdivision approval is also required for the application, the certificate of appropriateness procedure shall be conducted simultaneously with such review by the Planning Board.

- E. The Planning Board shall approve, deny or approve the permit with modifications within 45 days from receipt of the completed application. The Planning Board may hold a public hearing on the application at which an opportunity will be provided for proponents and opponents of the application to present their views. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.2.B. ~~Failure by the Planning Board to take action within the prescribed period of time shall constitute approval.~~
- F. All decisions of the Planning Board shall be in writing. A copy shall be sent to the applicant by registered mail and a copy filed with the City Clerk's Office for public inspection. The Planning Board's decision shall state the reasons for denying or modifying any application.

§ 134-2 8. Hardship criteria and application procedure.

- A. An applicant whose certificate of appropriateness ~~for a proposed demolition~~ has been denied may apply ~~for relief~~ to the Zoning Board of Appeals for a certificate of economic hardship to obtain relief from the requirements of this chapter. Upon receipt of an application for relief, the Zoning Board shall, within 45 calendar days thereafter, hold a public hearing. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.2.B. on the grounds of hardship. In order to prove the existence of hardship, the applicant must establish that:
- B. At the public hearing, the Zoning Board may hear testimony and entertain the submission of written evidence from the applicant and/or the public.
- C. To obtain a certificate of economic hardship, the applicant must prove the existence of economic hardship by establishing that:
- (1) The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible; and
 - (2) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and
 - (3) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- ~~B. The applicant whose certificate of appropriateness for a proposed alteration has been denied may apply for relief to the Zoning Board of Appeals on the ground of hardship~~
- D. The Zoning Board shall take into consideration the economic feasibility of alternatives to removal, alteration or demolition of a landmark or portion thereof, and balance the interest of the public in preserving the historic landmark or building, or portion thereof, and the interest of the owner in removing, altering or demolishing the landmark or portion thereof.

E. ~~€~~ The Zoning Board shall make a decision within 30 days of the conclusion of the hearing on the application. The Board's decision shall be in writing and shall state the reasons for granting or denying the hardship application. ~~The Zoning Board's review of said hardship application shall be in accordance with the procedures set forth in § 223-55C of Chapter 223, Zoning. Failure by the Zoning Board of Appeals to take action within the prescribed period of time shall constitute approval of the application.~~

F. All decisions of the Zoning Board of Appeals shall be in writing. A copy shall be sent to the applicant, and a copy shall be filed with the City Clerk. The Board's decision shall state the reasons for approving or denying the application. If the Zoning Board of Appeals approves the application, the Board shall issue a certificate of economic hardship.

§ 134-~~10~~ 9. Enforcement.

All work performed pursuant to a certificate of appropriateness issued under this chapter shall conform to any requirements included therein. It shall be the duty of the Building Inspector to inspect periodically any such work to assure compliance. In the event that work is found that is not performed in accordance with the certificate of appropriateness, or upon notification of such fact by the Planning Board, the Building Inspector shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

§ 134-~~11~~ 40. Penalties for offenses.

- A. Failure to comply with any of the provisions of this local law shall be deemed a violation, and the violation is subject to the penalties provided in § 223-53 of Chapter 223, Zoning.
- B. The City Council is also authorized to institute any and all actions required to enforce this chapter. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty.

§ 134-~~12~~ 44. Fees.

- A. Each application for a certificate of appropriateness shall be accompanied by a fee, in an amount set by the City Council, payable to the City Clerk.
- B. The applicant may be charged a fee by the Planning Board for the actual cost of preparation and publication of each public notice of hearing on the application. Said fees shall also be fixed from time to time by resolution of the City Council.

§ 134-13. Assessment abatement.

Any person who is granted a certificate of appropriateness and performs the work detailed in the application submitted to the Planning Board will not be subject to an increase in assessment for the subject property as a result of the improvements made to the buildings

and structures on said property. This clause does not apply to applicants who also receive a special permit as set forth in § 223-18 of Chapter 223, Zoning.

~~§ 134-14. Additional areas:~~

~~In accordance with § 134-6, the following landmarks, properties and/or historic districts are added:~~

~~A. Properties added 5-17-1999 by L.L. No. 1999:~~

Parcel I.D.	Location	Owner Name
6054-13-126252	250 Howland Avenue	University Settlement Camp Society of New York
6054-17-047180	300 Howland Avenue	Craig House
6054-17-025161	310 Howland Avenue	Stephen Fleming and Donna Landstreet
6054-17-075135	330 Howland Avenue	Scenic Hudson
A portion of 6054-14-259407 as shown on map ^H	150 Howland Avenue	Beacon Hills Development Corporation

~~B. The following landmarks and districts are hereby added to the Historic District and Landmark Overlay Zone. The attached map, entitled Proposed Additions to Historic District and Landmark Overlay Zone, and dated May 12, 2006, shows the respective location of each of the following:~~

- ~~(1) Gateway to Mt. Beacon Park (Mount Beacon Incline Property; on National Register).~~
- ~~(2) Peter Dubois House, 36 Slocum Road; on National Register.~~
- ~~(3) Old Matteawan State Hospital buildings and grounds.~~
- ~~(4) Fountain Square (East Main Street), including Leonard Street (Alice Judson House, Dr. Jennings/Leonard House, Catholic Church).~~
- ~~(5) Byrnesville Cemetery, South Avenue (purported burial ground of Roger Brett).~~
- ~~(6) H. W. Sargent's "Wodenethe": two gatchouses, South Avenue and Wodenethe Drive.~~
- ~~(7) Methodist Cemetery, North Walnut Street.~~
- ~~(8) Old stone houses (2), Overlook Avenue near Stone Street (houses date back to late 18th Century).~~

- (9) ~~Old Tioronda Hat Shop and Madam Brett Park (site of original Brett mill), South Avenue, dates to 1879.~~
- (10) ~~Peter Schenck House, adjoining Tallix property, Blackburn Avenue—Schenck Estate.~~
- (11) ~~Russell Avenue, from First Street to Union Street, cluster of historic homes; 1st Highland Hospital; Mayor Russell's House; Ticehurst Home dates to 1840s (excluding 40 Russell Avenue).~~
- (12) ~~Calvert Vaux House, South Avenue.~~
- (13) ~~Chrystie House, South Avenue.~~
- (14) ~~1 East Main.~~
- (15) ~~10 East Main~~
- (16) ~~South Street (excluding 32 South Street).~~
- (17) ~~North Street (excluding 19 North Street).~~
- (18) ~~St. Joachim's Church and Old Cemetery.~~
- (19) ~~St. John's Church.~~
- (20) ~~AME Zion Church, Academy Street.~~
- (21) ~~Springfield Baptist Church, Mattie Cooper Street Square.~~
- (22) ~~Fairview Cemetery. Washington Avenue.~~
- (23) ~~Northwest corner of Teller and Rombout Avenues, 2nd Empire brick home.~~

~~C. Property added May 17, 2010, by L.L. No. 5 of 2010:~~

Parcel I.D.	Location	Owner Name
130200-6054-21-065896	211 Fishkill Avenue	Beacon School District

SECTION 2. Chapter 223, Section 24.7, Subsection D of the Code of the City of Beacon is hereby amended as follows

§ 223-24.7 Uses permitted by special permit in the Historic District and Landmark Overlay Zone

...

D. Findings

- (1) The City Council must make the following findings before special permit approval is granted:
 - (a) Any exterior restoration shall maintain the architectural and historic integrity of the structure. Any new construction shall be compatible with neighboring structures.
 - (b) The proposed use is compatible with the neighborhood, and activities permitted within the structure can be adequately buffered from any surrounding residential homes.
 - (c) The resulting traffic generation will not overburden existing roads, and adequate parking can be provided without unduly destroying the landscape or the setting of the structure.
 - (d) The proposed use is appropriate to the structure, will aid in the preservation of the structure and will not result in undue alterations or enlargement of the structure.
- (2) These standards shall be in addition to the general special permit standards set forth in § 223-18 of this chapter and the standards set forth in §.134-7.

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

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

Section 5. Severability

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

hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 6. Effective Date

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

City of Beacon Council Agenda
4/2/2018

Title:

Consideration of a Proposed Local Law to Create Section 223-26.4 in the City Code Concerning Short-Term Rentals

Subject:

Background:

ATTACHMENTS:

Description	Type
Back-up	Cover Memo/Letter
Code Provisions	Cover Memo/Letter
PLL	Cover Memo/Letter
DCPB comments Short term rental LL	Backup Material
Airbnb testimony	Backup Material



Memorandum

TO: City Administrator Anthony J. Ruggiero

FROM: Building Inspector Timothy P. Dexter

RE: Short Term Rental – Building Code Provisions

DATE: March 22, 2018

In order to properly administer the Building and Fire Code, we have to determine which one of the specific use groups outlined in the International Building Code is appropriate to apply. We do this based on the information available to us about how a building will be used and operated. In the case of short term rentals, which is a use group that is not defined in the Building or Fire Codes, we would need to rely on the existing definitions and descriptions provided in the Building Code.

Short term rentals by their very nature are transient occupancies which in the International Building Code are considered an R1 use group. Typical transient occupancies are boarding houses, hotels, and motels. We have to apply the appropriate regulations for the individual use group which will tell us when and where fire alarm systems, fire sprinkler systems, exit signage, emergency lighting, and other life safety provisions need to be provided.

Authors of the International Building and Fire Code recognize as people are less familiar with their surroundings as transient guests there is a need for a higher level of fire protection. Further, some years ago they recognized the need to address short term rentals which they did by including a use group and definition for “Bed & Breakfast” and “Lodging House”. Unfortunately, at that time the Code writers did not anticipate the “Airbnb” type uses we now see and therefore no specific use group exists in the Code to properly address such short term uses.

By definition, a Bed & Breakfast is defined in the 2017 New York State Code Supplement, (2.2 Page 24), as “an owner-occupied residence resulting from a conversion of a one-family dwelling, used for providing overnight accommodations and a morning meal to not more than 10 transient lodgers, and containing not more than five bedrooms for such lodgers.” Bed & Breakfast establishments must be owner-occupied and are further regulated by Section AJ 704) of the 2017 New York State Code Supplement setting forth fire safety provisions. In addition, the NYS Code Supplement recognizes owner-occupied Lodging Houses (J 101.2.1, Exception 3). The term lodging house is defined in the

International Building Code as a one-family dwelling where one or more occupants are primarily permanent in nature and rent is paid for guest rooms. While the International Code does not require owner-occupied Lodging houses to be owner-occupied, the NYS code supplement does. Owner-occupied Lodging Houses require a fire sprinkler system in accordance with Section P 2904 of the 2015 International Residential Code. In addition, a fire-safety notice shall be affixed to the occupied side of the entrance door of each sleeping unit or dwelling unit in a lodging house. (R314.8). The State Code Division has advised us that the basic difference between a Bed & Breakfast occupancy and a Lodging House in New York State is that Bed & Breakfasts are conversions of existing single-family houses whereas Lodging Houses are the construction of a brand new occupancy of this nature.

The key for allowing a less stringent set of fire safety requirements is the owner-occupancy component of a one-family dwelling. Any other occupancy used for short-term rentals that are not owner-occupied single-family homes will be regulated as a Group R1 occupancy similar to a hotel or motel. Group R1 occupancies would require a full fire alarm system as opposed to simple smoke detectors (907.2.8) and a full NFPA automatic sprinkler system (903.2.8).

It should be noted that there are other more restrictive code requirements for R occupancies versus short-term rentals categorized as a Lodging House or Bed & Breakfast. It is important to recognize the owner-occupancy requirement of single-family homes as the defining factor for less robust fire and life safety requirements. I have attached the relevant Code sections cited for your review.

upon the circumstances agreed upon at the preliminary meeting to determine the existence of any potential nonconformance with the provisions of this code. The building evaluation shall include, but not be limited to, structural, mechanical, plumbing and electrical systems. The evaluation shall be limited to those areas of the existing dwelling that are directly affected by the type of work under consideration. The building evaluation shall be certified by the design professional.

The evaluation shall utilize the following sources of information, as applicable:

1. Available documentation of the existing building.
 - 1.1. Field surveys.
 - 1.2. Tests (nondestructive and destructive).
 - 1.3. Laboratory analysis.

AJ2 DEFINITIONS

SECTION AJ201 GENERAL

AJ201.1 General. For purposes of this appendix, the terms used shall be defined as follows.

SECTION AJ202 GENERAL DEFINITIONS

ADDITION. An extension or increase in floor area, number of stories, or height of a building or structure.

ALTERATION. Any construction or renovation to an existing structure other than repair or addition. Alterations are classified as Level 1 and Level 2.

BED AND BREAKFAST DWELLING. An owner-occupied residence resulting from a conversion of a one-family dwelling, used for providing overnight accommodations and a morning meal to not more than 10 transient lodgers, and containing not more than five bedrooms for such lodgers.

CHANGE OF OCCUPANCY. A change in the occupancy or use of a building, such as a change from a one-family dwelling to a two-family dwelling, or from an occupancy regulated by the 2015 IBC to a detached one-or two-family dwelling or multiple single-family dwellings (townhouses) regulated by this code.

CONVERSION. A change of occupancy or use of a building from a one-family dwelling to a bed and breakfast dwelling.

DANGEROUS. Any building or structure or any individual member with any of the structural conditions or defects described below shall be deemed dangerous:

1. The stress in a member or portion thereof due to all factored dead and live loads is more

an on-site electrical power system, or in buildings where existing interior wall or ceiling finishes are not removed to expose the structure. Carbon monoxide alarms shall not be required to be interconnected where battery operated alarms are permitted.

AJ703.3 Automatic fire sprinkler system. An automatic sprinkler system as required for new dwellings shall be provided.

SECTION AJ704 BED AND BREAKFAST DWELLINGS

AJ704.1 Scope. Owner-occupied one-family dwellings converted for use as bed and breakfast dwellings as defined in Section J202 shall comply with this section.

AJ704.2 Occupancy. A residence converted to a bed and breakfast dwelling shall have no more than five sleeping rooms for accommodating up to 10 transient lodgers.

AJ704.3 Special conditions. A one-family dwelling is permitted to be converted for use as a bed and breakfast dwelling under the following conditions:

1. No sleeping rooms for transient use shall be located above the second story above grade plane.
2. A fire-safety notice shall be affixed to the occupied side of the entrance door of each bedroom for transient use indicating:
 - a. Means of egress;
 - b. Location of means for transmitting fire alarms, if any; and
 - c. Evacuation procedures to be followed in the event of a fire or smoke condition or upon activation of a fire or smoke-detecting or other alarm device.

AJ704.4 Means of egress. Means of egress shall include at least one of the following alternatives:

1. A limited area sprinkler system installed in conformance with NFPA 13D protecting all interior stairs serving as a means of egress;
2. An exterior stair conforming to the requirements of R311.7 of this code, providing a second means of egress from all above grade stories or levels; or
3. An opening for emergency use conforming to the requirements of Section R310 of this code within each bedroom for transient use, such opening to have a sill not more than 14 feet above level grade directly below and, as permanent equipment, a portable escape ladder that attaches securely to such sill. Such ladder shall be constructed with rigid rungs designed to stand off from the building wall, shall be capable of sustaining a minimum load of 1,000 pounds, and shall extend to and provide unobstructed egress to open space at grade.



and 2015 IEBC specifically apply to existing buildings.

2. Additions, alterations, renovations or repairs to any structure, system or equipment shall conform to that required for new construction without requiring the existing structure, system or equipment to comply with all of the requirements of the Uniform Code. Additions, alterations or repairs shall not cause an existing structure, system or equipment to become unsafe, unsanitary, hazardous or overloaded. Minor additions, alterations, renovations and repairs to existing structure, system or equipment shall meet the provisions for new construction, unless such work is done in the same manner and arrangement as was in the existing, is not hazardous, and is approved.
3. Construction trailers used as a temporary office for the purpose of monitoring construction at a construction site.
4. Structures such as radio and television transmission, communication and wind generation towers not attached to buildings.

101.2.1 The Residential Code. The provisions of the 2015 IRC shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of:

1. detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height,
2. one-family dwellings converted to owner occupied bed and breakfast dwellings with five or fewer guest rooms and their accessory structures not more than three stories above grade plane in height, and
3. plumbing, mechanical, and fuel gas systems and appliances servicing these structures.

Exceptions:

1. Live/work units located in townhouses and complying with the requirements of Section 419 of the 2015 IBC shall be permitted to be constructed in accordance with the 2015 IRC for one- and two-family dwellings. Fire suppression required by Section 419.5 of the 2015 IBC where constructed under the 2015 IRC for one- and two-family dwellings shall conform to the Section P2904 of the 2015 IRC.
2. Home occupations in dwelling units complying with the requirements of Appendix J shall be permitted.
3. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the 2015 IRC where equipped with a fire sprinkler system in accordance with Section P2904 of the 2015 IRC.

101.2.1.1 Regulation by other State of New York Departments or Agencies. Where a building or premises under the custody, licensure, supervision or jurisdiction of a department or agency of the State of New York is regulated as a one- or two-family dwelling or multiple single-family dwelling (townhouse), in accordance with established laws or regulations of that department or agency, said buildings or

SECTION P2904

DWELLING UNIT FIRE SPRINKLER SYSTEMS

P2904.1 General. The design and installation of residential fire sprinkler systems shall be in accordance with NFPA 13D or Section P2904, which shall be considered equivalent to NFPA 13D. Partial residential sprinkler systems shall be permitted to be installed only in buildings not required to be equipped with a residential sprinkler system. Section P2904 shall apply to stand-alone and multipurpose wet-pipe sprinkler systems that do not include the use of antifreeze. A multipurpose fire sprinkler system shall provide domestic water to both fire sprinklers and plumbing fixtures. A stand-alone sprinkler system shall be separate and independent from the water distribution system. A backflow preventer shall not be required to separate a stand-alone sprinkler system from the water distribution system.

P2904.1.1 Required sprinkler locations. Sprinklers shall be installed to protect all areas of a *dwelling unit*.

Exceptions:

1. Attics, crawl spaces and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinklers. In *attics*, crawl spaces and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.
2. Clothes closets, linen closets and pantries not exceeding 24 square feet (2.2 m²) in area, with the smallest dimension not greater than 3 feet (915 mm) and having wall and ceiling surfaces of gypsum board.
3. Bathrooms not more than 55 square feet (5.1 m²) in area.

4. Garages; carports; exterior porches; unheated entry areas, such as mud rooms, that are adjacent to an exterior door; and similar areas.

P2904.2 Sprinklers. Sprinklers shall be new listed residential sprinklers and shall be installed in accordance with the sprinkler manufacturer's instructions.

P2904.2.1 Temperature rating and separation from heat sources. Except as provided for in Section P2904.2.2, sprinklers shall have a temperature rating of not less than 135°F (57°C) and not more than 170°F (77°C). Sprinklers shall be separated from heat sources as required by the sprinkler manufacturer's installation instructions.

P2904.2.2 Intermediate temperature sprinklers. Sprinklers shall have an intermediate temperature rating not less than 175°F (79°C) and not more than 225°F (107°C) where installed in the following locations:

1. Directly under skylights, where the sprinkler is exposed to direct sunlight.
2. In *attics*.
3. In concealed spaces located directly beneath a roof.
4. Within the distance to a heat source as specified in Table P2904.2.2.

P2904.2.3 Freezing areas. Piping shall be protected from freezing as required by Section P2603.6. Where sprinklers are required in areas that are subject to freezing, dry-side-wall or dry-pendent sprinklers extending from a nonfreezing area into a freezing area shall be installed.

P2904.2.4 Sprinkler coverage. Sprinkler coverage requirements and sprinkler obstruction requirements shall be in accordance with Sections P2904.2.4.1 and P2904.2.4.2.

P2904.2.4.1 Coverage area limit. The area of coverage of a single sprinkler shall not exceed 400 square feet (37 m²) and shall be based on the sprinkler listing and the sprinkler manufacturer's installation instructions.

TABLE P2904.2.2
LOCATIONS WHERE INTERMEDIATE TEMPERATURE SPRINKLERS ARE REQUIRED

HEAT SOURCE	RANGE OF DISTANCE FROM HEAT SOURCE WITHIN WHICH INTERMEDIATE TEMPERATURE SPRINKLERS ARE REQUIRED ^{a, b} (inches)
Fireplace, side of open or recessed fireplace	12 to 36
Fireplace, front of recessed fireplace	36 to 60
Coal and wood burning stove	12 to 42
Kitchen range top	9 to 18
Oven	9 to 18
Vent connector or chimney connector	9 to 18
Heating duct, not insulated	9 to 18
Hot water pipe, not insulated	6 to 12
Side of ceiling or wall warm air register	12 to 24
Front of wall mounted warm air register	18 to 36
Water heater, furnace or boiler	3 to 6
Luminaire up to 250 watts	3 to 6
Luminaire 250 watts up to 499 watts	6 to 12

For SI: 1 inch = 25.4 mm.

a. Sprinklers shall not be located at distances less than the minimum table distance unless the sprinkler listing allows a lesser distance.

b. Distances shall be measured in a straight line from the nearest edge of the heat source to the nearest edge of the sprinkler.

2. *Corridor smoke detection* is not required in smoke compartments that contain *sleeping units* where *sleeping unit* doors are equipped with automatic door-closing devices with integral smoke detectors on the unit sides installed in accordance with their listing, provided that the integral detectors perform the required alerting function.

907.2.6.3 Group I-3 occupancies. Group I-3 occupancies shall be equipped with a manual fire alarm system and automatic smoke detection system installed for alerting staff.

907.2.6.3.1 System initiation. Actuation of an automatic fire-extinguishing system, *automatic sprinkler system*, a manual fire alarm box or a fire detector shall initiate an approved fire alarm signal that automatically notifies staff.

907.2.6.3.2 Manual fire alarm boxes. Manual fire alarm boxes are not required to be located in accordance with Section 907.4.2 where the fire alarm boxes are provided at staff-attended locations having direct supervision over areas where manual fire alarm boxes have been omitted.

907.2.6.3.2.1 Manual fire alarms boxes in detainee areas. Manual fire alarm boxes are allowed to be locked in areas occupied by detainees, provided that staff members are present within the subject area and have keys readily available to operate the manual fire alarm boxes.

907.2.6.3.3 Automatic smoke detection system. An automatic smoke detection system shall be installed throughout resident housing areas, including *sleeping units* and contiguous day rooms, group activity spaces and other common spaces normally accessible to residents.

Exceptions:

1. Other *approved* smoke detection arrangements providing equivalent protection, including, but not limited to, placing detectors in exhaust ducts from cells or behind protective guards *listed* for the purpose, are allowed when necessary to prevent damage or tampering.
2. *Sleeping units* in Use Conditions 2 and 3 as described in Section 308 of the *International Building Code*.
3. Smoke detectors are not required in *sleeping units* with four or fewer occupants in smoke compartments that are equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.

907.2.7 Group M. A manual fire alarm system that activates the occupant notification system in accordance with

Section 907.5 shall be installed in Group M occupancies where one of the following conditions exists:

1. The combined Group M *occupant load* of all floors is 500 or more persons.
2. The Group M *occupant load* is more than 100 persons above or below the lowest *level of exit discharge*.

Exceptions:

1. A manual fire alarm system is not required in covered or open mall buildings complying with Section 402 of the *International Building Code*.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant notification appliances will automatically activate throughout the notification zones upon sprinkler water flow.

907.2.7.1 Occupant notification. During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a waterflow switch shall not be required to activate the alarm notification appliances when an alarm signal is activated at a constantly attended location from which evacuation instructions shall be initiated over an emergency voice/alarm communication system installed in accordance with Section 907.5.2.2.

907.2.8 Group R-1. Fire alarm systems and smoke alarms shall be installed in Group R-1 occupancies as required in Sections 907.2.8.1 through 907.2.8.3.

907.2.8.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-1 occupancies.

Exceptions:

1. A manual fire alarm system is not required in buildings not more than two stories in height where all individual *sleeping units* and contiguous attic and crawl spaces to those units are separated from each other and public or common areas by not less than 1-hour *fire partitions* and each individual *sleeping unit* has an *exit* directly to a *public way*, *egress court* or yard.
2. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 2.1. The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 2.2. The notification appliances will activate upon sprinkler water flow.

903.2.7.1 High-piled storage. An *automatic sprinkler system* shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.8 Group R. An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

903.2.8.1 Group R-3. An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies.

[F] 903.2.8.2 Group R-4 Condition 1. An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be permitted in Group R-4 Condition 1 occupancies.

[F] 903.2.8.3 Group R-4 Condition 2. An *automatic sprinkler system* installed in accordance with Section 903.3.1.2 shall be permitted in Group R-4 Condition 2 occupancies. Attics shall be protected in accordance with Section 903.2.8.3.1 or 903.2.8.3.2.

[F] 903.2.8.3.1 Attics used for living purposes, storage or fuel-fired equipment. Attics used for living purposes, storage or fuel-fired equipment shall be protected throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.2.

[F] 903.2.8.3.2 Attics not used for living purposes, storage or fuel-fired equipment. Attics not used for living purposes, storage or fuel-fired equipment shall be protected in accordance with one of the following:

1. Attics protected throughout by a heat detector system arranged to activate the building fire alarm system in accordance with Section 907.2.10.
2. Attics constructed of noncombustible materials.
3. Attics constructed of fire-retardant-treated wood framing complying with Section 2303.2 of the *International Building Code*.
4. The *automatic sprinkler system* shall be extended to provide protection throughout the attic space.

[F] 903.2.8.4 Care facilities. An *automatic sprinkler system* installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with five or fewer individuals in a single-family dwelling.

903.2.9 Group S-1. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 12,000 square feet (1115 m²).
2. A Group S-1 *fire area* is located more than three stories above grade plane.

3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).

4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).

5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the *International Building Code*, as shown:

1. Buildings having two or more stories above grade plane, including *basements*, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m²).
2. Buildings not more than one story above grade plane, with a *fire area* containing a repair garage exceeding 12,000 square feet (1115 m²).
3. Buildings with repair garages servicing vehicles parked in *basements*.
4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).

903.2.9.2 Bulk storage of tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet (566 m³) shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1.

903.2.10 Group S-2 enclosed parking garages. An *automatic sprinkler system* shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the *International Building Code* where either of the following conditions exists:

1. Where the *fire area* of the enclosed parking garage exceeds 12,000 square feet (1115 m²).
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

903.2.10.1 Commercial parking garages. An *automatic sprinkler system* shall be provided throughout buildings used for storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).

903.2.11 Specific buildings areas and hazards. In all occupancies other than Group U, an *automatic sprinkler system* shall be installed for building design or hazards in the locations set forth in Sections 903.2.11.1 through 903.2.11.6.

903.2.11.1 Stories without openings. An *automatic sprinkler system* shall be installed throughout all stories, including *basements*, of all buildings where the

DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO CREATE
SECTION 223-26.4 OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to create
Section 223-26.4 concerning
Short-Term Rentals.

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

SECTION 1. Chapter 223, Article III, Section 26.4 entitled “Short-Term Rentals,” of the Code of the City of Beacon is hereby created as follows.

§ 223-26.4 Short-Term Rentals

- A. Findings. The City Council of the City of Beacon has determined that it is in the best interest of the City and its residents to regulate short-term rentals. While the City Council recognizes the benefits of short-term rentals allowing home-owners to supplement their income to defray the cost of housing and to provide lodging for visitors to the City, the City Council finds that the use of a part of or the entire dwelling unit for short-term rentals is inconsistent with the use of the dwelling unit for single family purposes, in order to protect the health, safety and welfare of the City and its residents, it is necessary to restrict the rental of homes for terms shorter than 30 consecutive days, a practice which is growing in popularity with the advent of internet and social media-based programs that connect property owners and persons seeking short-term rentals. The City Council finds a reasonable likelihood of material disruption and adverse impact to residents if dwelling units in the City are allowed to be occupied by persons who are neither owners nor occupants for a duration that is insufficient to support an incentive to maintain the residence in a manner consistent with community standards. There is a greater tendency for Short-Term renters to fail to conduct themselves during their occupancy in a manner that respects neighbors and the community as would persons with longer standing relationships to their neighbors. In addition, studies have shown that short-term rentals are linked to increases in rent and housing costs because rental units are taken off the market and used as short-term rentals. Units are going to short-term renters rather than to permanent residents which results in a decrease in available housing stock within the City of Beacon. The City Council further finds that short-term rentals are inconsistent with the use of a residence for residential dwelling purposes. The

City Council believes that the restrictions and requirements imposed herein further those objectives and the protection of the health, safety and welfare of the City and its residents.

- B. Definitions. As used in this section, the following words shall have the meanings indicated:

OWNER

An individual or group of individuals who are in possession of and have a fee interest in real property. The term “owner” shall not include a business entity or association, a trustee, receiver or guardian of an estate, or mortgagee or lien holder.

OWNER-OCCUPIED

A one-family or two-family house or multiple dwelling building used by the owner as his or her or their domicile or principal residence.

SHORT-TERM RENTAL

An entire dwelling unit, or a room or group of rooms or other living or sleeping space, or any other space, made available to rent, lease or otherwise assigned for a tenancy of less than 30 consecutive days. The term “short-term rental” does not include dormitories, hotel or motel rooms, bed and breakfast inns or lodging houses, as permitted and regulated by the City of Beacon Zoning Ordinance.

- C. Permit required. It shall be unlawful to use, establish, maintain, operate, occupy, rent or lease any property as a short-term rental without first having obtained a short-term rental permit.
- D. Short-term rentals shall be permitted in all zoning districts subject to the requirements set forth in this section.
- E. Permit application.
- (1) An application for a short-term rental permit shall be filed before the dwelling unit, or a room or group of rooms or other living or sleeping space, or any other space is advertised for short-term rental, and if the spaces are not advertised, then such permit shall be obtained before said space is leased or rented.
 - (2) Issuance of a short-term rental permit requires submission of an application to the Building Department and payment of the processing fee set forth in the City fee schedule.
 - (3) The form and content of the permit applications shall be as determined from time to time by the Building Department and shall contain such information and

materials as the Building Department deems necessary to determine the sufficiency of the application. Such application shall contain, at a minimum:

- (i) The name and address, e-mail address, and contact numbers of all property owners; and
 - (ii) Government issued proof of residency of each owner with picture ID (driver's license, passport, etc.); and
 - (iii) A copy of the deed for the property to be used as a short-term rental and a copy of the most recent tax bill.
 - (iv) Copy of utility bill in owner's name.
 - (v) The property address; the total number of dwelling units located within the building; the total number of bedrooms and bathrooms inside the building; the total number of dwelling units and individual bedrooms proposed for short-term rental use; the location of each such dwelling unit or individual bedroom within the building; and the number of persons to be accommodated in each short-term rental area; and
 - (vi) A signed and notarized certification in a form acceptable to the City Clerk by each property owner attesting to the fact that the owner resides at the property and it is the owner's domicile (primary residence); that the property is fit for human habitation and safe; that the property owner will comply with all of the conditions and restrictions of the permit; that no portion of the area used for short-term rentals will utilize a cellar or attic, or any portion thereof, as habitable space unless it meets the requirements of the International Fire, Residential and Building Codes or successor law; that the property is in compliance with all the provisions of this Article, the applicable provisions of the City Code, the International Fire, Building and Maintenance Codes; and the required building permits and certificates of occupancy are in place for all existing structures on the property if applicable; and
 - (vii) Such other information as the City may require.
- (4) All permits issued pursuant to this section shall be for a period of two years and shall be renewable for subsequent two-year terms upon application, conformance with this section and payment of the permit fee.
- (5) If the status of the information changes during the course of any calendar year, it is the responsibility of the owner to submit such changes to the Building

Department in writing within 30 days of the occurrence of such change. Failure to do so shall be deemed a violation of this section.

- F. At the time of registering the dwelling unit, the owner shall indicate what host site(s) and other methods will be used to advertise the property. At the time an application for permit renewal is made, the owner shall provide a printout from all host sites detailing the number of days a unit was rented. A renewal permit shall be denied if an owner fails to provide such information or in the absence of listing on a host site, other information to establish the number of days rented annually, to the satisfaction of the Building Inspector.
- G. Inspection. Each short-term rental shall be inspected by the Building Department at the time of the initial application and prior to any permit renewal, to determine whether the short-term rental remains in compliance with the section. If the Building Inspector determines that the short-term rental space is not in compliance, the owner shall rectify all noncomplying elements and shall apply for reinspection with the Building Department, subject to an additional fee.
- H. Owner-occupancy. It shall be unlawful to use, establish, maintain operate, occupy, rent or lease any property as a short-term rental if the property is not owner-occupied. The property used as a short-term rental shall be the principal residence of the owner at all times during the term of the permit.
- I. It shall be unlawful for the property owner to use, establish, maintain, operate occupy, rent or lease any portion of his or her property to as a short-term rental for a total of more than 100 days out of the calendar year.
- J. Presumptive Evidence. The presence or existence of the following shall create a rebuttable presumption that a property is being utilized as a short-term rental:
 - (1) The property is offered for lease or rent on a short-term rental website, including but not limited to Airbnb, HomeAway, VRBO and similar websites; or
 - (2) The property is offered for lease or rent by the use of any other advertising mechanism for a period of less than 30 days.
- K. Revocation of a permit.
 - (1) The grounds upon which a permit can be revoked shall include but shall not be limited to:
 - (i) The permit was issued in error, or issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted for filing, including but not limited to the schematic or certification; or

- (ii) A short-term rental permit has been issued and the owner fails to continue to occupy the premises on a continuous basis as his primary residence; or
 - (iii) Use of the property as a short-term rental creates a hazard or public nuisance or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community.
 - (iv) Failure to comply or violating the conditions of the permit.
- (2) Any permit issued pursuant to this section may be revoked or suspended by the Building Inspector, after written notice to the owner. Written notice shall be served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. The notice shall describe the reasons why the City is revoking the permit.

L. Appeals

- (1) The City Administrator shall appoint a Hearing Officer to hear and decide appeals from any suspension or revocation of a permit made by the Building Inspector.
- (2) Upon the suspension or revocation of a permit, the applicant may, within 10 business days after receiving written notice, file a request, in writing, upon the City Administrator for review of said decision by the Building Inspector. Notice of the date, place and time of the hearing shall be given in writing by mail to the applicant at the address shown on the application. In the event that demand for a hearing is not made within the prescribed time or in the event that the applicant does not timely appear for the hearing, the Building Inspector's decision shall then be final and conclusive.
- (3) The hearing shall commence no later than 30 days after the date on which the request was filed.
- (4) The applicant shall be given an opportunity to present evidence why such denial of application, or such suspension or revocation of the license, shall be modified or withdrawn. The Building Inspector or his designated agent may also present evidence. Upon consideration of the evidence presented, the Hearing Officer shall sustain, modify or reverse the decision of the Building Inspector or his designated agent.
- (5) In the event the applicant is not satisfied with the decision of the Hearing Officer, such aggrieved party may file an Article 78 proceeding under the New York Civil Practice Law and Rules. The Article 78 proceeding must be filed within

30 days of the filing of the Hearing Officer's decision with the City Clerk of the City of Beacon and service of the same upon the applicant.

M. Violations. Any owner who fails to obtain the permit required herein, or otherwise violates any provision of this section, shall be guilty of an offense which shall be punishable by a fine of not more than \$500 per offense. 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 or she continues to be guilty of such violation shall constitute an additional, separate and distinct offense.

SECTION 2. The following definitions listed in Chapter 223, Article VI, Section 63 entitled "Definitions," of the Code of the City of Beacon are hereby amended as follows.

DWELLING

A detached building designed or used exclusively as living quarters for one or more families. The term shall not be deemed to include "automobile court," motel," "boarding- or rooming house," "house trailer," ~~"tourist home"~~ or "tent."

HOME OCCUPATION

An accessory use of a character customarily conducted entirely within a dwelling by the residents thereof using only customary home and home-scale equipment, including but not limited to typewriters, computers, fax machines, small-scale photocopiers, scanners, small-scale printers, file cabinets, drafting equipment and postage meters, which use is clearly incidental and secondary to the use of the residence for dwelling purposes, does not change the character thereof, does not have any exterior evidence of such secondary use other than a small nameplate not over one square foot in area, and does not involve the keeping of stock-in-trade. Home offices and artist studios meeting the criteria above shall be considered home occupations. However, the conducting of a tattoo and/or body piercing parlor, clinic, hospital, barbershop, beauty parlor, photographer's salon, tearoom, ~~tourist home~~ short-term rental, real estate office, animal hospital, dancing instruction, band instrument instruction in groups, convalescent home, funeral home, stores of any kind or any similar use shall not be deemed to be a home occupation. Any instruction of a musical instrument shall be limited to one pupil at a time. Home occupations are regulated in accordance with § **223-17.1** of this chapter.

HOTEL

A building, or portion thereof, containing rooms occupied primarily by transient guests, who are lodged with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, recreational facilities, public rooms and meeting rooms, and gift shops. The term "hotel" shall not include bed-and-breakfast establishment,

boardinghouse, rooming house, ~~tourist home~~ short-term rental or single-room-occupancy building for the purposes of this chapter.

OWNER

An individual or group of individuals who are in possession of and have a fee interest in real property. The term “owner” shall not include a business entity or association, a trustee, receiver or guardian of an estate, or mortgagee or lien holder.

OWNER-OCCUPIED

A one-family or two-family house or multiple dwelling building used by the owner as his or her or their domicile or principal residence.

TOURIST HOME

~~A dwelling, except a hotel, boardinghouse or rooming house, as defined elsewhere in this chapter, in which overnight accommodations are provided or offered for transient guests.~~

SECTION 3. Ratification, Readoption and Confirmation

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

SECTION 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.

**Dutchess County Department of
Planning and Development**

Fax info	To	Date	# pgs
	Dept	From	
	Fax #	Phone #	

239 Planning/Zoning Referral - Exemption Communities

Municipality: City of Beacon

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

Tax Parcel Number(s): _____

Project Name: LL Regulate Short-Term Rentals

Applicant: City Council

Address of Property: _____

**Parcel(s) within
500 feet of:**

- ☒ State Road _____
- ☐ County Road _____
- ☐ State Property (w/public building or recreation area)
- ☐ County Property (w/public building or recreation area)
- ☒ Municipal Boundary
- ☐ Farm operation in an Agricultural District

Actions Requiring 239 Review

- ☐ Comprehensive/Master Plans
- ☒ Zoning Amendments (standards, uses, definitions, district regulations, etc.)
- ☐ Rezoning involving all map changes
- ☐ Other Local Laws associated with zoning (wetlands, historic preservation, affordable housing, architectural review, etc.)
- ☐ Site Plans (all)
- ☐ Special Permits for all non-residential uses
- ☐ Use Variances for all non-residential uses
- ☐ Area Variances for all non-residential uses

Exempt Actions:*

239 Review is NOT Required

- Administrative Amendments (fees, procedures, penalties, etc.)
- Special Permits for residential uses (accessory apts, home occupations, etc.)
- Use Variances for residential uses
- Area Variances for residential uses
- Renewals/Extension of Site Plans or Special Permits that have no changes from previous approvals
- Subdivisions / Lot Line Adjustments
- Interpretations

☐ Exempt Action submitted for informal review

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

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

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

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments:

- ☒ Matter of Local Concern
- ☐ No Jurisdiction
- ☐ No Authority
- ☐ Project Withdrawn
- ☐ Exempt from 239 Review

Comments Attached:

- ☐ Local Concern with Comments
- ☐ Conditional
- ☐ Denial
- ☐ Incomplete — municipality must resubmit to County
- ☐ Incomplete with Comments — municipality must resubmit to County
- ☐ Informal Comments Only (Action Exempt from 239 Review)

Date Submitted: 2/27/18

Date Received: 2/27/18

Date Requested: _____

Date Required: 3/28/18

Date Response Faxed: 3/19/18

Notes: _____

☐ Major Project

Referral #: 2R18-061

☐ Also mailed hard copy

Reviewer: Jennifer Houzz

Print Form

Reset Form



Testimony of Andrew Kalloch, Public Policy, Airbnb
Before the Council of the City of Beacon New York
Monday, April 2, 2018

Good evening. My name is Andrew Kalloch and I work in Public Policy for Airbnb. I thank the Council for the opportunity to submit testimony concerning the proposed short-term rental (STR) policy in Beacon.

Before turning to our specific comments to the draft regulations, I want to provide an overview of Airbnb in New York and some of the tools we've used to establish trust and security on our platform.

Airbnb: An Overview of Our Community in Beacon & Around the World

Airbnb was launched in 2008 with a single listing in a single apartment in San Francisco. Our founders-- recent (and unemployed) graduates of the Rhode Island School of Design-- were struggling to afford an increasingly expensive housing market and decided to open up their own home to host other artists who were in town for a design conference.

Nine years later, that single home share has turned into a platform that has brought over 300 million guests in 4.5 million listings in 81,000 cities in nearly every country across the globe.

Of course, while Airbnb has used the power of the internet to bring together millions of hosts and guests, New Yorkers are well aware that home sharing didn't start with Airbnb. Rather, it is a historic tradition-- in this state and others.

Airbnb is proud to be part of this tradition. In 2017, nearly 58,000 hosts welcomed 2.6 million guests. In addition, over 3 million outbound guests from New York used Airbnb to travel domestically and abroad, highlighting how more and more residents are viewing home sharing as a new option for unique, affordable accommodations.

The vast majority of Empire State hosts are middle class residents who share their homes occasionally to pay for their mortgage, medicine, and student loans, or save money for retirement or a rainy day. In fact, last year, the typical New York host shared their home for about four nights a month, bringing in \$6,700 to help make ends meet.

Furthermore, 97 percent of revenue generated through Airbnb goes directly to our hosts, who plow it back into the local economy.

With Airbnb, visiting families can access an alternative way to travel — one that delivers economic benefits not only through the income earned by hosts, but also via the money guests spend at local businesses near their listings.

Beacon has an active community of Airbnb hosts and users. In 2017:

- There were 110 Active Hosts who welcomed 9,100 guests. 94 percent of hosts have a single listing and no hosts have more than two listings.
- The typical host earned about \$8,800 last year by renting rented their space for about four nights a month, reinforcing the fact that most hosts are not full-time “commercial” operators.
- 70 percent of Beacon hosts are women and the average age of hosts is 46, with 15 percent of hosts over the age of 60. Supplemental income from STR is particularly important to this population, which often struggles to “age in place” on fixed incomes.
- Guests stayed an average of 2.1 nights per stay, with an average group size of only 2.3 people, showing that travelers on Airbnb in Beacon are primarily couples and families coming for a weekend or thereabouts.

Keeping our global community safe, both online and offline, is very important. Indeed, one of the reasons for Airbnb’s success has been our investment in a comprehensive approach to building trust with--and ensuring the safety of-- our hosts, guests, and neighbors:

- To prevent bad actors from ever accessing our platform in the first place, each and every Airbnb reservation is scored ahead of time for risk. We have a real-time detection system that uses machine learning and predictive analytics to instantly evaluate hundreds of signals to flag and then stop any suspicious activity. When we detect potentially concerning behavior, our team takes a range of actions, including removing a user from the platform entirely.
- While no background check system is infallible, we screen all hosts and guests globally against regulatory, terrorist, and sanctions watch lists. For United States residents, we also run background checks looking for prior felony convictions, sex offender registrations, and significant misdemeanors. We are working with additional governments around the world to identify where we can do more background checks.
- Each and every person on Airbnb has a profile page with important information about themselves and their home. In order to book or host, you must provide us a full name, date of birth, photo, phone number, payment information, and email address. Hosts can also require that guests provide Airbnb with a government ID before booking their listing, and then the host in turn is required to do so as well.
- Through the Airbnb platform, we also have a safe and easy way for guests and hosts to get to know each other directly before requesting or approving a reservation. Our secure on-platform messaging tool is there for both sides to ask each other questions before

requesting or accepting a reservation and to set clear expectations — something we highly recommend doing. Additionally, our messaging tool helps hosts and guests stay in touch as needed throughout the trip to ensure everything goes well.

- Plus, we also have a global community for hosts and guests to rely on. If you're curious what previous guests have thought about your potential host or home or if you want to know what another host's experience has been with a prospective guest, all you need to do is check their reviews. Guests and hosts publicly review each other and only do so after the reservation is complete, so you know the feedback is informed and real.
- We run home safety workshops with hosts and local fire services to equip our community with the latest advice from leading experts. We also give out [free smoke and carbon monoxide detectors](#) to hosts and provide online safety cards containing important information —such as emergency phone numbers, locations of fire extinguishers, and fire alarms, as well as emergency exit routes—so guests know what to do if there is an emergency.
- Our secure platform ensures your money and personal information are protected. We take a number of measures to safeguard your Airbnb account, including using multi-factor authentication whenever a login is attempted from a new device.
- Fake or misrepresented users and listings have no place in our community, and we deploy a multilayer defense strategy to help ensure that these kind of scams are rare. All you need to do to protect yourself is to stay on our secure Airbnb platform throughout the entire process -- from communication, to booking, to payment. The good news is that these sorts of scams are rare, thanks in large part to the multilayer defense strategy we deploy to prevent bad actors from taking advantage of our community in the first place, leveraging sophisticated machine learning technology.
- In the rare event that any issue should arise, Airbnb's global Customer Service and Trust and Safety teams are on call 24 hours a day, 7 days a week, in 11 different languages to help make things right with rebooking assistance, as well as refunds, reimbursements, and insurance programs. If, for instance, you arrive at a listing and it's not as advertised, all you need to do is reach out to our team and we are here to help.
- Hosts can rest assured that they are protected by our [Million Dollar Host Guarantee](#), which covers listings for up to \$1,000,000 in damage -- and it's free for all hosts and every single booking.

There have been over 300 million guest arrivals in Airbnb listings to date. In 2017, there were more than 49 million trips at Airbnb listings worldwide. Significant property damage (claims that were reimbursed under our Host Guarantee program for over \$1,000) was reported to us only 0.004% of the time. At that rate, you could host a new

reservation every single day for over 63 years without expecting to file a significant property damage claim under our Host Guarantee.

- Our [Host Protection Insurance](#) provides home sharing hosts with additional protection against third party claims of property damage or bodily injury up to \$1,000,000.
- We want to do everything we can to help our community members be good neighbors in the places they too call home, which is why we launched our Neighbor Tool. Anyone can go to airbnb.com/neighbors to share specific concerns they might have about a listing in their community. Hosting is a big responsibility and those who repeatedly fail to meet our standards and expectations will be subject to suspension or removal.

Airbnb's Commitment to Collecting Taxes and Supporting Public Services

In addition to developing critical public safety tools, we are committed to working with states to efficiently and effectively collect and remit lodging taxes on behalf of our hosts and guests.

Airbnb believes that short term rentals should support core public services. Since 2014, the company has signed voluntary collection agreements (VCA) with over 350 jurisdictions around the world, including the states of New York and Connecticut as well as 19 counties in New York State—including Dutchess County. These VCAs have enabled us to collect over \$500 million.

Unfortunately, with the exception of county bed taxes, New York law prevents Airbnb from automatically collecting and remitting local and state sales and lodging taxes. That's why we support legislation in Albany (A-7520/S-7182) that would extend all applicable taxes to short-term rentals and allow platforms like Airbnb to remit taxes to the State, streamlining collection and ensuring compliance.

Airbnb's Comments on Proposed STR Ordinance in Beacon

Airbnb believes that all Beacon residents should be able to take advantage of the economic opportunity that home sharing provides and that short-term rentals are an important element of a growing tourist economy that supports small businesses in the community. To wit, we offer the following suggestions to improve the draft ordinance.

All Beacon Residents Should be Able to Share their Homes

While the ordinance allows homeowners to share their primary residence, it effectively bars renters from doing so, immediately foreclosing the possibility for nearly 50 percent of Beacon households.¹ As the cost of living continues to rise, particularly for rent-burdened residents, the

¹ U.S. Census Bureau, American Community Survey 1-Year Estimates (2016), S25106; Of Beacon's 5,203 housing units, 2,411 are renter-occupied (46 percent).

city should endeavor to support efforts by working class people to supplement their income in a way that benefits the community at large.

Unsurprisingly, renters on average have significantly lower incomes than homeowners, with the median household income for homeowners nearly triple the median household income for renters.²

To that end, the Council should amend the ordinance to allow owners *and* renters to share their homes, whether they live in a single, two-family, or multi-family dwelling.

The Primary Residence Requirement Fails to Recognize the History of Short-Term Rentals in the Hudson Valley

Like many communities in the Hudson Valley, Beacon has a long history of vacation rentals and a significant community of seasonal residents. Therefore, the City should allow primary *or* secondary homes to be shared as short-term rentals.

As a recent report from HR&A found, Airbnb drove \$75 million in economic activity in the Hudson Valley in 2016, supporting nearly 800 full-time jobs. Beacon is rightly proud of its historic Main Street businesses and Airbnb guests are helping to preserve and expand these local entrepreneurs by increasing foot traffic and boosting the bottom line throughout the year.

The 100-day Cap on Short-Term Rentals is Inappropriate

The proposed ordinance would require STR hosts to list their primary residence only *and* limit short-term rentals-- even of a spare bedroom-- to 100 days a year.

This draconian cap is inconsistent with what many cities and towns around the world have adopted. For instance, in Philadelphia, residents can rent for up to 90 days with no permit required and up to 180 days with a “limited lodging home” permit,³ whereas renting a non-primary residence and/or a residence for more than 180 days a year triggers additional requirements.

Moreover, the definition of primary residence in New York law requires an individual to (1) maintain a “permanent place of abode” in New York and (2) spend more than 183 days in New York.⁴ As a result, should the primary residence requirement remain in place, that requirement would already impose a de facto cap on nights rented.

² U.S. Census Bureau, American Community Survey 1-Year Estimates (2016), S2503; The median household income of homeowners and renters in Beacon is \$95,682 and \$33,922, respectively.

³ <http://www.phila.gov/li/PDF/Limited%20Lodging%20Information%20Flyer.pdf>.

⁴ NYS Tax Law § 605(b)(1)(B); see generally: <https://www.nytimes.com/2011/02/24/nyregion/24taxes.html>.

The Ordinance Should Recognize Short-Term Rentals as an Accessory Use Distinct from a Full-Time, Commercial Bed and Breakfast

The ordinance would specifically carve short-term rentals out of the list of “home occupations” that are permitted as accessory uses. However, the fact is that occasionally renting a home does not transform the property into a commercial enterprise any more than a garage sale transforms a home into the local mall or providing music lessons to local kids turns one’s home into Carnegie Hall.

Indeed, as many cities and towns throughout New York and the region have concluded, occasional home sharing is consistent with other types of permissible accessory use.

In addition, while the current draft no longer requires STR hosts to provide “certification from a New York State licensed professional engineer or licensed architect, or certification from a fire sprinkler company, that the short-term rental property has a working fire sprinkler system installed,” the City continues to assert that it interprets the New York Uniform Fire Prevention and Building Code as applying the same requirements for Airbnb listings as for “Bed and Breakfast establishments.”

However, the Uniform Code’s definition of “bed and breakfast establishment”-- an “Owner-occupied residence, resulting from the conversion of a one-family dwelling, used for providing overnight accommodations and a morning meal to not more than 10 transient lodgers, and containing not more than five bedrooms for such lodgers”-- clearly does not apply to most-- if not all-- Airbnb listings in Beacon.

First, most Airbnb listings do not provide “a morning meal” to guests. Second, most Airbnb listings in Beacon are rented only occasionally as short-term rentals. As a result, they have not been “converted” from residential homes, but are rather being used in an accessory manner.

As a result, forcing hosts to comply with those provisions would amount to a de facto ban on STR in Beacon, since extending regulatory requirements designed for full-time, commercial operations to part-time home sharers would render home sharing economically non-viable in most circumstances, harming both local hosts and the small businesses their guests patronize.

Conclusion

Thank you again for your time and effort on this issue. We look forward to continuing to work with you to foster the economic opportunity of short-term rentals in Beacon.

City of Beacon Council Agenda
4/2/2018

Title:

Approval of the Creation of the Part-Time Deputy City Clerk Position

Subject:

Background:

ATTACHMENTS:

Description

Resolution

Type

Cover Memo/Letter



**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2018

**RESOLUTION CREATING
POSITION OF
PART-TIME DEPUTY CITY CLERK**

WHEREAS, the City Council of the City of Beacon seeks to create the part-time position of Deputy City Clerk; and

WHEREAS, the City Council of the City of Beacon believes it is in the best interests of the City of Beacon to create such position; and

RESOLVED, that the City Council of the City of Beacon hereby creates one (1) part-time position of Deputy City Clerk.

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

City of Beacon Council Agenda
4/2/2018

Title:

Approval of Additions to Fee Schedule: Excavation, Grading & Tree Removal Permits

Subject:

Background:

ATTACHMENTS:

Description

Resolution of Approval

Type

Cover Memo/Letter



**CITY COUNCIL
CITY OF BEACON**

**RESOLUTION AMENDING THE FEE SCHEDULE AS REGARDS EXCAVATION
AND GRADING PERMITS AND TREE REMOVAL PERMITS**

Resolution No. _____ of 2018

WHEREAS, on March 5, 2018 the City Council of the City of Beacon adopted Local 7 of 2018 concerning sand and gravel excavation and tree removal; and

WHEREAS, the law requires applicants to obtain an excavation or grading permit for certain work and/or a tree removal permit to remove one or more trees.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby amends the City of Beacon Fee Schedule to provide as follows:

Permit	Base Fee	
Excavation or Grading Permit	\$50	The applicant is responsible for reimbursing the City for the cost of professional review fees in connection with an application submitted to the City in accordance with the procedure set forth in § 223-61.1.
Tree Removal Permit	\$50	In addition to the base fee, the Building Inspector, in the review of any application, may refer any tree removal permit application submitted to the Building Department to the City Engineer and/or City Arborist as necessary to assist with the review of such application. The applicant is responsible for reimbursing the City any costs incurred by the City's consultants. The applicant shall submit all requested payments to the Building Department prior to the issuance of any permit. The applicant shall be provided with copies of any City voucher for such consultant services as they are submitted to the City.

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

City of Beacon Council Agenda
4/2/2018

Title:

Approval to Enter Into an Agreement Concerning the Bridge Street Bridge

Subject:

Background:

ATTACHMENTS:

Description

Resolution

Contract

Type

Cover Memo/Letter

Cover Memo/Letter



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2018

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
WITH DR. FRANCIS E. GRIGGS, JR. CONCERNING THE BRIDGE
STREET BRIDGE**

WHEREAS, the City of Beacon seeks to enter into an agreement with Dr. Francis E. Griggs, Jr. to perform a visual examination of the existing bridge across Fishkill Creek known as the Bridge Street Bridge (the “Bridge”) and prepare a final report setting forth possible rehabilitation options for the Bridge.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the execution of an Agreement with Dr. Francis E. Griggs, Jr. for the services described herein.

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

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

CITY OF BEACON

**PROFESSIONAL SERVICE AGREEMENT
BRIDGE STREET BRIDGE
FISHKILL CREEK
BEACON, NY**

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the City of Beacon, a municipal corporation, at One Municipal Plaza, Suite One, Beacon, New York 12508 (hereinafter referred to as the "City") and Dr. Francis E. Griggs, JR. (hereinafter referred to as the "Consultant") with an office located at 30 Bradt Road, Rexford, NY 12148.

WHEREAS, the City wishes to obtain the professional services of the Consultant; and

WHEREAS, the Consultant has the knowledge, skill and capability to perform such services for the City;

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **SCOPE OF SERVICE**. The City hereby engages the Consultant to perform a visual examination of the existing bridge across Fishkill Creek known as the Bridge Street Bridge (the "Bridge") and prepare a final report setting forth possible rehabilitation options. The Consultant's services shall include:
 - a. **Preliminary Visual Inspection**: The Consultant and his assistant shall travel to the Bridge site to conduct a preliminary visual inspection of the Bridge. The Consultant and his assistant shall take digital photographs of the Bridge and take measurements of all bridge elements. The fees for this component of the services shall not exceed Two Thousand Seven Hundred (\$2,700) Dollars. The Consultant's hourly rate is \$125/hr and the hourly rate of any of his assistants is \$40/hr.
 - b. **Structural Design**: Dan Degenaro, P.E., whose hourly rate is \$120/hr, shall prepare measured sketches and a structural design using pedestrian loading. The fees for this component of the services shall not exceed Two Thousand (\$2,000) Dollars.
 - c. **Review Structural Reports**: The Consultant shall review all available information and structural reports concerning the Bridge Street Bridge. The fees for this component of the services shall not exceed Five Hundred (\$500) Dollars.
 - d. **Final Report**: The Consultant shall prepare a report describing the existing condition of the Bridge and propose a plan to rehabilitate it. The final report shall set forth possible rehabilitation measures and a preliminary cost estimate for the recommended rehabilitation measures. The fees for this component for the services shall not exceed

Four Thousand (\$4,000) Dollars. The Consultant acknowledges and agrees that his final report shall be submitted to the City of Beacon on or before July 1, 2018.

- e. Presentation: The Consultant shall present a report to the appropriate City Board or to the City Council. The fees of this component of the services shall not exceed One Thousand Seventy (\$1,070) Dollars. This Agreement includes one such presentation.
2. **COMPENSATION**. As full and complete consideration for the services so rendered, the City shall pay a total sum not to exceed Nine Thousand Two Hundred Seventy (\$9,270) Dollars, which sum includes all costs and expenses incurred by the Consultant and any assistant or consultant in performing the services, unless otherwise adjusted by an amendment to this Agreement.

Payment for the Consultant's services shall not be made to the Consultant until after the Consultant presents his final report to the appropriate City Board or to the City Council. Thereafter, payment of the above consideration shall be made to the Consultant following submission of invoices, in a form satisfactory to the City, setting forth dates, times and types of services rendered and fees payable.
3. **INSURANCE**. The Consultant shall, at its sole cost and expense, maintain the insurance coverage described in Schedule A, attached hereto, on its own behalf, and shall furnish to the City upon or prior to execution of this Agreement, certificate of insurance evidencing same and reflecting the effective date of such coverage.
4. **INDEPENDENT CONTRACTOR STATUS**. The Consultant and all employees, assistants, consultants and agents thereof shall be independent contractors to the City of Beacon and shall not claim or receive any benefit or privilege conferred to the City's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. The City shall not be responsible for the Consultant's compliance with any local, state or federal law, regulation or requirement and shall not withhold any taxes, including payroll or income taxes, for the Consultant or any employee, assistant, consultant or agent thereof.
5. **DEFENSE AND INDEMNIFICATION**. The Consultant agrees to the fullest extent permitted by law to defend, indemnify and hold the City, its Administrator, officers, officials, and employees harmless from any and all losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the City on behalf of any party, in connection with or arising directly or indirectly from the services provided pursuant to this Agreement and/or a breach of this Agreement by Consultant his employees, consultants or assistants.
6. **TERM**. This Agreement shall commence on the date set forth herein and shall continue in effect, through and including August 1, 2018, unless earlier terminated as provided herein, or unless extended by mutual written agreement signed by both parties.
7. **TERMINATION**. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, the Consultant shall cooperate with the City in transferring any files whether in paper, digital or any other format. The Consultant shall

be paid on an hourly basis (Consultant at \$125/hr, Dan Degenaro at \$120/hr, Assistants at \$40/hr), for all work performed in accordance with this Agreement through the date of termination provided such compensation shall not exceed the total sum due under this Agreement (\$9,270). Consultant shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

8. **RIGHTS IN WORK PRODUCT.**

- a. Material or work produced under this Agreement by the Consultant shall be considered “work for hire” and owned exclusively by the City. The Consultant shall not claim or assert any interest, proprietary or otherwise, in any materials or work required to be produced or delivered under this Agreement. The Consultant assigns all rights, title, and interest to such materials and work to the City. The Consultant will cooperate and take all necessary action to facilitate such assignment to the City.
- b. Consultant warrants that any material produced pursuant to this Agreement shall be original except for such portion from copyrighted works that: (i) may be included with the copyright owner’s permission; (ii) contain no libelous or unlawful statements or materials; and (iii) will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others.

9. **QUALIFICATION OF CONSULTANT.** Consultant specifically represents and covenants that he and his employees, consultants and assistants have and shall possess the licenses, experience, knowledge and skills necessary to qualify the Consultant, his consultants and assistants to perform the services described in Paragraph 1. The Consultant accepts the relationship of trust and confidence established between the City and the Consultant by this Agreement. The Consultant represents that he is qualified and properly staffed to provide the services required of the Consultant under this Agreement, in a timely manner. The Consultant agrees to furnish his services in a manner consistent with the industry standard of care and to cooperate with the City and its representatives in performing his services and in furthering the interests of the City.

10. **COMPLIANCE.** The Consultant, his employees, consultants and assistants shall comply with all laws, rules and regulations applicable to the work and/or services to be performed hereunder.

11. **NON-ASSIGNMENT.** The Consultant may not assign, transfer or convey any of its respective rights or obligations under this Agreement or subcontract any portion of the services set forth herein, without prior written consent of the City, which consent may be withheld for any reason whatsoever or for no reason.

12. **NOTICE.** A bill, statement, notice or communication required to be given to the City pursuant to this Agreement shall be made in writing and addressed as follows:

Anthony Ruggiero, City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508

If such bill, statement, notice or communication is faxed or emailed, it shall be effective the next business day, if no notice of an error in transmission is received by the sender. If such bill, statement, notice or communication is personally served, it shall be effective immediately. If such bill, statement, notice or communication is given by an overnight carrier, the same shall be effective when received, but in any event, it shall be effective no later than two (2) business days after deposit with the overnight carrier. If such bill, statement, notice or communication is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United State mail.

13. **NON-WAIVER**. No failure by the City to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the City of any services during the continuance of any breach, shall constitute a waiver of any breach or of any term, covenant, agreement or provision.
14. **MODIFICATION OR AMENDMENT**. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.
15. **ENTIRE UNDERSTANDING**. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and representations are merged herein and are of no further force and effect.
16. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Dutchess County, New York.
17. **CONSTRUCTION**. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
18. **SEVERABILITY**. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

_____ day of _____, 2018.

CONSULTANT

CITY OF BEACON

Dr. Francis E. Griggs, Jr.

Anthony Ruggiero

SCHEDULE A

The Consultant shall, at its sole cost and expense, maintain the following insurance coverage on its own behalf, and shall furnish to the City upon or prior to execution of this Agreement, one or more certificates of insurance evidencing same and reflecting the effective date of such coverage:

Worker's Compensation and Employers Liability Policy, covering operations in New York State. Alternatively, if Consultant maintains a solo-practice with no employees, provide an exemption from the Worker's Compensation Board.

Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage.

Umbrella Liability, with limits of no less than \$1,000,000, including coverage for General, Automobile and Professional Liability.

Professional Liability, with limits no less than \$1,000,000.

Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon. Policies that lapse and/or expire during term of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.

Consultant shall furnish to City of Beacon Certificates of Insurance as evidence of coverage prior to commencement of work and naming the City of Beacon, its officers, officials and employees as an Additional Insured on the Commercial General Liability and Umbrella Policies.

The cost of furnishing the above insurance shall be borne by the Consultant.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

City of Beacon Council Agenda
4/2/2018

Title:

Resolution to Award Hudson River Trail Connector Project

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso Hudson River Trail	Resolution
Hudson River Trail Scope of Work	Backup Material
Hudson River Trail Prelim Design	Backup Material
Hudson River Trail Grant	Backup Material



**CITY OF BEACON
CITY COUNCIL**

Resolution No. ____ of 2018

**RESOLUTION TO AWARD THE CONTRACT
FOR THE HUDSON RIVER TRAIL CONNECTOR PROJECT – PLAN DESIGN**

WHEREAS, Weston & Sampson developed the Master Plan for the Hudson River Trail from the Beacon Metro-North Railroad Train Station to the Newburgh-Beacon Bridge and the Town of Fishkill; and

WHEREAS, the proposal for preliminary design phase work was reviewed for compliance and was deemed complete; and

WHEREAS, based on consultation with staff, it is the City Administrator's recommendation that the City Council award the Contract to Weston & Sampson for the \$79,500.00; and

WHEREAS, the City received a 50/50 matching grant of \$39,500.00 from the Hudson River Valley Greenway; and

NOW, THEREFORE BE IT RESOLVED, that the Contract to develop a topographic survey, environmental resource assessment, and preliminary design of plans and a specification package for the Hudson Trail Master Plan Connector for the amount of 79,500.00; and be it further

RESOLVED, that the Mayor or City Administrator of the City of Beacon is hereby authorized to execute said Agreement and any documents consistent therewith.

Dated: _____

Resolution No. ____ of 2018			Date: _____, 2018				
<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
		Amber T. Grant					
		John E. Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Terry Nelson					
		Mayor Randy J. Casale					
		Motion Carried					

ATTACHMENT A
BEACON HUDSON RIVER TRAIL
PRELIMINARY DESIGN PHASE
SCOPE OF SERVICES

The City of Beacon (“Client”) has requested Weston & Sampson, PE, LS, LA, PC. (“Weston & Sampson”) to provide this proposal for Survey, Planning, Engineering Studies, and Design Services for the Beacon Hudson River Trail from the Beacon Metro-North Railroad Train Station to the Newburgh-Beacon Bridge and the Town of Fishkill. These services include but are not limited to the development of a topographic survey, environmental resource assessment, and preliminary design of a plans and specifications package.

PROJECT UNDERSTANDING

The Project area is planned to consist of a 1.25 multi-use trail from the Beacon Train Station, north to the Town of Fishkill limit and consists of four specific sections. The four sections consist of the following:

- Segment A: Proposed trailhead Beacon Metro-North Train Station to North End Parking Lot: The project originates on West Main Street and extends towards the MTA Visitor Parking Lot to a trail head at the westernmost corner of the commuter lot. This portion of the trail is estimate 0.4 miles in length, and extends the perimeter of the commuter and employee parking lots parallel to the rail line, before reaching the woodlands adjacent to the Tompkins Terrace Preservation.
- Segment B: North End of Parking Lot to Existing Pond: The second segment of the pathway extends adjacent to the woodlands of Tompkins Terrace Preservation property, extending approximately 0.3 miles parallel to the railroad tracks. A potential overlook on the northern end of this segment is proposed to provide visitors with a view of the Hudson River.
- Segment C: Existing Pond to Town of Fishkill: The third segment extends from the existing pond under the Newburgh-Beacon Bridge to the Town of Fishkill Hudson River Trail for approximately 0.25 miles. This segment includes the “pinch-point” within the corridor.
- Segment D: Connection to Newburgh-Beacon Bridge: The fourth segment extends westward from the trail connection to the Town of Fishkill parallel to the service road on the southern side of the Newburgh-Beacon Bridge. A trail head is proposed at the connection with the Trail of Two Cities, where users can connect with the Newburgh-Beacon Bridge.

Based upon your request and our understanding of the Project, Weston & Sampson proposes the following scope of work:

SCOPE OF WORK

Phase A — Project Management

A.1 Project Management and Administration: To begin the project, the Weston & Sampson team will participate in an initial kick-off meeting with the client, representatives from the City, and committee members to review the purpose, goals, scope, and milestones of the project. Weston & Sampson will draft and submit minutes of this meeting to document decisions and action items. As a component of the design services, this task includes time to administer the project including contracting, internal coordination, supervision, general quality control, project accounting, work coordination, monthly progress reports, and project scheduling.

Phase A Deliverables:

- Kick-off meeting materials & minutes
- Updated project schedules
- Monthly progress reports

Phase B — Field Investigations

B.1 Boundary & Land Survey: In preparation for the engineering design, the Weston & Sampson team will conduct a boundary field survey to locate physical features needed for boundary line analysis and mapping of the project area. The field survey will be the result of the field survey location, deed, railroad maps and/or title research information provided by the client. The railroad right-of-way and adjoining parcels survey will be prepared at a scale of 1" = 50', including all structures, rights-of-way and easements affecting the property, and will be certified to all parties of interest. As a part of this task, an aerial photograph and photogrammetric map will be prepared to generate topographical location within the project area. The strip survey will generally be 40 to 50 feet in width, and include the ground for the trail alignments. The topographic survey will depict the surface elevations of the site in the form of contour lines having a change in elevation interval of 1-foot based on the existing USGS elevations established on site from previous surveys. The location and elevation of physical features, such as drainage structures, edge of pavement, tree lines, structures, and grade positions will be performed. In addition, underground utilities, sanitary sewer lines, and storm drainage piping will be mapped based on surface evidence, and previous surveys. A topographic drawing will be prepared in AutoCAD format. *Note: This scope of work does not anticipate Metro-North Rail Road flagger, escort, or access permit fees and are therefore not included within this proposal for survey services.*

B.2 Geotechnical Investigation: The Weston & Sampson team will conduct a geotechnical investigation of the project area for the purposes of providing needed information for the design of pavements, structure foundation, drainage structures, and retaining walls. Weston & Sampson will perform a series of test borings along the proposed trail alignment to determine depths of rock. Coring of the rock will be performed at selected locations where cuts are expected to extend below its surface. It is anticipated that 8 to 10 test borings will be completed at roughly 200 foot intervals. One boring will be located at the railroad level if permission to access this area can be obtained. Prior to test boring, the Weston & Sampson team will mark the boring locations and contact DIG SAFELY NY to "clear" utilities in the vicinity of each boring location.

Upon review of the geotechnical borings, and laboratory test results, Weston & Sampson will perform preliminary geotechnical analyses and provide a draft preliminary report for use by the project team. The geotechnical report will include a review of existing geologic information in the vicinity of the site, a review of information from the test boring program, a description of the field exploration program and laboratory testing, boring logs, geotechnical analyses of encountered soil and rock, and provide preliminary recommendations for appropriate boardwalk foundation types and design, trail design, pavements, retaining walls, slopes, and construction considerations based on subsurface information. We will document the draft preliminary findings in a brief letter report.

B.3 Environmental/ Cultural Resources Review: The Weston & Sampson team will complete a preliminary assessment of existing environmental and cultural resources in accordance with National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQR), including but not limited to Clean Water Act, Endangered Species, Stormwater, Cultural, and Historic Resource Considerations. Included within this task, the Weston & Sampson team will prepare a Wetland Delineation of Waters of the U.S. (wetlands subject to federal jurisdiction under Section 404 of the Clean Water Act), and wetlands subject to Article 24 of the New York State Environmental Conservation Law (if applicable). Waters of the U.S. include wetlands, intermittent streams, natural drainage courses, lakes, and ponds. Wetlands will be delineated and flagged using the routine level, on-site determination method. The delineated wetland boundaries will be located using hand-held sub-meter GPS. A resource review memorandum will be prepared identifying existing resources, and anticipated permits, reviews, and approvals from each of the resource agencies.

Phase B Deliverables:

- Survey data and base mapping, with 1-ft contours at 1"=20'

- Geotechnical report
- Environmental/ Cultural Resources Memorandum with Wetland Delineation Summary

Phase C – Preliminary Design & Public Involvement

C.1 Preliminary Design (60%) Once the field investigations, and environmental documentation has been completed, the Weston & Sampson team will develop preliminary plans for the project. The Weston & Sampson team will conduct an engineering design effort that will include the following steps:

- Preliminary design of horizontal and vertical alignments of the pathway
- Typical sections for pathway improvements
- Pathway plan sheets will generally include the following:
 - Location of the proposed path/sidewalk
 - Location of fencing, and cameras (type, size, and height) or other security measures required by Metro-North or NYS Bridge Authority.
 - Location of curb and gutter
 - Location of crosswalks
 - Location and limits of structures (retaining walls, bridges, boardwalks)
 - Erosion and sediment control design
 - Signing and pavement marking
- Preliminary Opinion of Probable Cost

The plan package within this set will generally include the following type and quantity of sheets:

Sheet Title

Cover Sheet

Typical Details & Sections

Cross Sections

Pathway Plan & Profile

Structural Plan & Profile

Erosion & Sediment Control Plans & Details

Signs & Pavement Markings Plans & Details

Construction Signage/ Maintenance of Traffic Plan

C.2 Public Hearing/ Meeting: The Weston & Sampson team will facilitate up to one (1) public meeting to update abutters and other interested parties on the project status and to get input on other issues that will be considered during the design process. This scope of work assumes that the Client will prepare and mail a notice of the meeting to the abutters. In addition, the Client will be responsible for advertising the meeting in local media. Decisions made during this meeting will be documented by Weston & Sampson and issued to the attendees at the conclusion of the meeting.

Phase C Deliverables:

- Preliminary Design Plans for Pathway and Structures.
- Preliminary Opinion of Probable Construction Cost
- Preliminary Design Review Meeting
- Public Hearing Meeting Minutes

This scope of work assumes the following information to be completed or provided by Client

- Title Information
- Property owner meetings (individual or group meetings)

ADDITIONAL SERVICES

The following services are not included in the scope of services, but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance:

- Property owner meetings, Public notice/ adjoining landowner notifications of the upcoming field work for this project prior to field investigations.
- Additional topographic/ land survey, subsurface utility survey, and right-of-way/ easement platting.
- Additional geotechnical investigations
- Final Design Documents/ specifications manual (i.e., contract terms, insurance requirements, and bid forms, etc.).
- Construction phase services
- Additional archaeological investigations/curation
- FEMA Floodplain, Floodway, Hydraulic & Hydrology studies and mitigation design.
- Attendance at meetings, presentations, or coordination in addition to those described.
- Additional design reviews or submission not identified above.

SCHEDULE

Weston & Sampson will provide our services as expeditiously as practicable to meet the schedule mutually agreed to by the Client and Weston & Sampson for the various elements of this project. It is anticipated that we can provide our services by November 15th, 2018, predicated upon the weather, timely review by the Client and other appropriate parties of findings, conclusions, and recommendations. It is assumed that the schedule will be refined as necessary at the project kick-off meeting.

FEE AND BILLING

Weston & Sampson will perform the scope of services on a Lump Sum Fee, as outlined below. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Direct reimbursable expenses such as express delivery services and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due in accordance with our agreement.

We propose to perform the next phase of the project for the fee breakdown indicated below

Phase A – Project Management	\$ 3,000.00
Phase B – Field Investigations	\$ 34,740.00
Phase C – Preliminary Design & Public Involvement	\$ 40,560.00
Reimbursable Expenses	\$ 1,200.00
Total:	\$ 79,500.00

Note: Field survey and drilling crews will receive NYS Prevailing Wage rates, with all field work planned for normal work hours Monday through Friday between 7 am and 5 pm.

CLOSURE

In addition to the matters set forth herein, this project will be subject to, and only to, the terms and conditions in the mutually agreed upon Agreement with the Client.

Thank you for the opportunity to provide our services to you for this unique project. Please contact us if you have any questions.

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
CITY OF BEACON
AND
WESTON & SAMPSON PE, LS, LA, PC

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the City of Beacon, acting herein by and through its City Council, hereinafter called the OWNER and WESTON & SAMPSON PE, LS, LA, PC, with offices at One Winners Circle, Suite 130, Albany, New York 12205, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services related to the planning and design for the Hudson River Trail hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

Refer to Attachment A: Scope of Services

SERVICES NOT INCLUDED IN THIS AGREEMENT

The services listed in this section are not included as part of this AGREEMENT and are not paid for by the OWNER:

1. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, unexpected site conditions or unanticipated hazardous materials, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
2. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; during the course of design; the preparation of feasibility studies; cash flow and economic evaluations; rate schedules and appraisals; assistance in obtaining financing for the Project; evaluation processes

available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting March 1, 2018 and concluding by November 15, 2018.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.

- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of \$79,500.00 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date.
- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

- 6.2.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and
- 6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6.
- 7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended

or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

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

ACCEPTED FOR:

CITY OF BEACON

WESTON & SAMPSON PE, LS, LA, PC.

By Its City Council

By:

DATE

DATE



Hudson River Valley Greenway

BARNABAS MCHENRY
Chairman
Greenway Council

KEVIN BURKE
Acting Chair
Greenway Conservancy

SCOTT KELLER
Acting Executive Director

December 5, 2017

Hon. Randy Casale, Mayor
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Re: Executed MOU for: 2017-D-05, Beacon Hudson River Trail
Amount: Thirty-Nine Thousand Five Hundred Dollars (\$39,500.00)
Grant Recipient: City of Beacon

Dear Mayor Casale,

We have received the signed MOUs relating to the project referenced above. Enclosed is a fully executed MOU for your records.

Under the terms of your MOU all requests for payment must include a properly filled out and signed standard Claim for Payment. You may find the form at: <http://www.hudsongreenway.ny.gov/GrantFunding/GrantsVouchers.aspx>. I have enclosed a set of guidelines for completing the Claim for payment and providing required backup.

As this is a matching grant, when submitting Claims for Payment, please be sure to document your match on the Claim as well. Please note, all future correspondence relating to this grant will be sent electronically.

Additionally, please note the MOU states any deliverables must reference the Greenway funding and include the Greenway logo. Please contact me if you have any questions regarding this matter.

As always, if you have any questions or concerns, please feel free to contact our office.

Sincerely,

Shannon Day
Administrative Assistant

CC: Mr. Anthony Ruggiero, City Administrator
1 Municipal Plaza
Beacon, NY 12508

Hudson River Valley Greenway/National Heritage Area Grants

Executed Memorandum of Agreement

Enclosed is your executed memorandum of agreement that you recently returned to us. Good luck with your grant. Below is information on how to request payment. If you have any questions please feel free to reach out to me.

Scott Keller (Scott.Keller@hudsongreenway.ny.gov, 518-473-3835)

How to Prepare a Claim for Payment

<http://www.hudsongreenway.ny.gov/GrantFunding/CFP.aspx>

General Information

All grants awarded by the Greenway are **matching, reimbursement** grants. All grants awarded by the Greenway must have at least \$1 in documented **match** for each \$1 in grant funds awarded. All expenses contained in Claims for Payment must have already been incurred and paid. Proof of payment must be provided with the Claim for Payment. Reimbursable expenses and match must conform to the approved grant budget. For example, if a \$1,000 Claim for Payment is submitted for payment, the grantee must **document** that it has incurred and paid at least \$2,000 in eligible expenses (\$1,000 **reimbursable**, \$1,000 **match**) before payment can be made.

Documentation and Acceptable Match

Each **Claim for Payment** must include an **original, signed Claim for Payment** form, along with documentation of expenses incurred, payments made, and acceptable match. These forms are different for the grant types specified below.

Documentation may include, but is not limited to, copies of bills from consultants or other suppliers, statements of value of donated materials, and in-kind (force account or unpaid, volunteer) services. Proof of payment may be copies of canceled checks or municipal vouchers. A "[Match Documentation Worksheet](#)" is available from the Greenway to assist in documenting in-kind services. Sources of **match** may include "grantee cash," in-kind services (force account or volunteer labor), donated goods or materials, or other grants and donations, including other New York State grants. Volunteer labor may be **matched** at the rate of \$15/hour, unless the volunteer is working in their professional field. For example a surveyor who is surveying a property boundary may be claimed at their professional rate, however a surveyor who is clearing a trail must be claimed at \$15/hour.

Before a final grant payment can be made grantees must submit a **final report** with the last **Claim for Payment**. The type of information and/or actions required are detailed in the specific grant sections below, but for all grants the financial contribution of the Greenway/National Heritage Area must be noted in the final project documents. Depending on the type of grant, the Greenway or National Heritage Area logo must also be used as required by the grant Memorandum of Understanding.

Greenway Communities and Greenway Compact Grants

- If the grant number at the top of your Memorandum of Understanding begins with either 'PL' or 'CP' you have a Greenway Communities or Greenway Compact Grant and must use the comptroller's [New York State Claim for Payment form](#). For help filling out this form be sure to review the sample Comptroller Claim for Payment form.

- Please review this [sample Claim for Payment form](#).
- Please note that the **grantee** requesting reimbursement is the “**Vendor**” on this form and the Vendor is only responsible for filling out the top portion (first 17 fields) as shown in the instructions.
- Reimbursements may only be made to the Grantee.
- **Note:** In order to receive full payment, plans that are created using Greenway Grants must be adopted by the local governing body.
- Up to 90% of the total grant award is available for reimbursement with submission of a Claim for Payment form and a draft plan, with the remaining 10% available once plans have been adopted.
- The Greenway must receive a copy of the final adopted plan (electronic versions are preferred) and a record of municipal adoption.
- The financial contribution of the Greenway must be noted in the final project documents and must include our logo. Acceptable credit: *“This project/plan was funded in part by a grant from the Hudson River Valley Greenway.”*

Greenway Conservancy Small Grants or National Heritage Area Grants

- If your grant number on your Memorandum of Understanding begins with either a four digit year, ‘NHA’ or ‘Q’ you have a Greenway Conservancy Small Grant or National Heritage Area Grant and must use the [Greenway Conservancy Claim for Payment form](#). For help filling out this form be sure to review the sample Conservancy Claim for Payment form.
- Please review this [sample Greenway Conservancy Claim for Payment form](#).
- Reimbursements may only be made to the Grantee.
- A final report and/or documentation of work performed must accompany the final payment request.
- For capital construction projects the final report may include photos and a short narrative of the work completed and for plans or design documents, an electronic copy of the final documents produced (electronic versions are preferred) will suffice.
- The financial contribution of the Greenway or National Heritage Area must be noted in the final project documents and must include either the Greenway or National Heritage Area logo. Acceptable credit: *“This project/plan was funded in part by a grant from the Hudson River Valley Greenway or “This project/plan was funded in part by a grant from the Hudson River Valley National Heritage Area.”*
- **Additional requirement for National Heritage Area grants:** The following language must be included in all documents paid for all or in part with federal funds: *“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”*

Submission

All reimbursement forms and documentation may be submitted to the Hudson River Valley Greenway c/o Finance Manager, 625 Broadway – 4th Floor, Albany, NY 12207-2995. An **original, signed Claim for Payment** form must be mailed, however all documentation and backup materials may either be mailed or be submitted digitally to the email below, so long as they are complete and legible.

If you have questions about the reimbursement process please call 518-473-3835 and ask for the Finance Manager or email hrvg@hudsongreenway.ny.gov. Please put ATTN: Finance Manager in the Subject line of your email. All forms mentioned in this article are available at:

<http://www.hudsongreenway.ny.gov/GrantFunding/CFP.aspx>

Hudson River Valley Greenway Memorandum of Understanding Face Page

DATE: October 18, 2017

PROJECT

Beacon Hudson River Trail, as set forth in detail in Schedule 1.

GRANTEE

City of Beacon

1 Municipal Plaza
Beacon, New York 12508

GREENWAY

Greenway Conservancy for the Hudson River Valley, Inc.

Name: Scott Keller

Title: Acting Executive Director

Telephone: (518) 473-3835

Facsimile: (518) 473-4518

E-Mail: [hrvg@hudsongreenway.ny.gov](mailto:hrv@hudsongreenway.ny.gov)

Address: 625 Broadway – 4th Floor
Albany, New York 12207-2995

SPECIAL AWARD CONDITIONS

See section V.c.

CONTRACT ID: 2017-D-05

CONTRACT TYPE:

☒ Greenway Conservancy Small Grant

CONTRACT PERIOD

From: October 18, 2017

To: Two years after the date of execution

FUNDING AMOUNT

\$ 39,500.00, (thirty-nine thousand five-hundred dollars)

GRANTEE TYPE:

☒ A Municipal Corporation

☐ A 501(c)(3) Non-Profit Corporation

GRANTEE FEDERAL TAX ID #: 14-6002076

**CHIEF ELECTED/HEAD OF ORGANIZATION/
AUTHORIZED SIGNER**

Name: Hon. Randy Casale

Title: Mayor

Telephone: (845) 838-5011

E-Mail 1: mayor@cityofbeacon.org

correct as necessary

LEAD PROJECT CONTACT

Name: Anthony Ruggiero

Title: City Administrator

Telephone: (845) 838-5009

E-Mail 1: aruggiero@cityofbeacon.org

correct as necessary

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the latest parties' signature date written below:

For the **GREENWAY:**

Scott Keller

Scott Keller
Acting Executive Director
Greenway Conservancy for the
Hudson River Valley, Inc.

Date 12/5/2017

For the **GRANTEE:**

Randy Casale

Hon. Randy Casale
Mayor
City of Beacon

Date 11/21/17

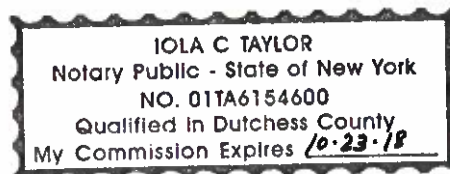
State of New York)

County of Dutchess)

On this 21st day of November in the year
2017, before me personally came

Randy Casale, to me known,
and known to me to be the person described in and
who executed the foregoing instrument and he/she
acknowledged to me that he/she executed the same.

Iola C. Taylor
Notary Public



MEMORANDUM OF UNDERSTANDING

I. BACKGROUND

This Memorandum of Understanding (MOU) is between **GREENWAY**, a public benefit corporation organized pursuant to Article 44 of the Environmental Conservation Law and the **GRANTEE** as identified on the Face Page hereof.

II. PURPOSE

The purpose of this MOU is to provide assistance to the **GRANTEE** for the **PROJECT**, as set forth in Schedule 1.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Greenway Conservancy for the Hudson River Valley is a public benefit corporation established by the Greenway Act of 1991 to continue New York State's commitment to the preservation, enhancement and development of the world-renowned scenic, natural, historic, cultural and recreational resources of the Hudson River Valley, while continuing to emphasize appropriate economic development activities and remaining consistent with the tradition of municipal home rule. One of the Conservancy's primary functions as set forth in the Greenway Act is to establish a Hudson River Valley Greenway Trail System that links cultural and historic sites, parks, open spaces and community centers, and provides public access to the Hudson River. This trail system is composed of multi-use trails, bicycle routes and a water trail. The Hudson River Valley Greenway Act authorizes the Conservancy to fund projects related to the development of the Trail System.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. THE GREENWAY

The **GREENWAY** shall provide financial assistance pursuant to this MOU.

The **GREENWAY** shall be responsible for enforcement of the provisions of this MOU and may refuse to authorize payment on any work performed where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the provisions of this MOU.

V. THE GRANTEE

A. Description of Work Program.

The project elements are described in the scope of services, which is attached hereto as **Schedule 1**.

B. Matching Funds

The **GRANTEE** shall provide matching funds for this grant to be not less than the funds provided by the **GREENWAY**. Matching funds may include, but are not limited to, in-kind services (see Section V.C.), grants received and/or cash contributed as set forth in the project budget, which is attached hereto as **Schedule 1**.

C. New York State Contract Provisions

For all MOUs in excess of twenty-five thousand dollars (\$25,000) all applicable provisions of the NYS Master Contract for Grants - Standard Terms and Conditions shall apply. The Contract may be found online at <http://grantsreform.ny.gov/>. In such instances, if any conflicts arise between this MOU and the standard New York State contract, the provisions of the standard New York State contract shall take precedence.

D. In-Kind Services

The **GRANTEE** shall provide, to the extent practicable, the **GREENWAY** with an accounting of actual volunteer time and time spent by other in-kind service providers if such time is to be applied to the match required under this MOU. Cash, force account labor, real property, and donated professional services, labor, equipment, supplies and materials, and other grants, including New York State grants, all can be used as the applicant's share of project costs. The entire share must be related to the project for which funds are requested, be fully documented, and fall entirely within the MOU term (see Section X). The **GREENWAY** shall require certification of donated professional services.

E. Use of Products Produced, Copyright, and Greenway Representation

Use of Products Produced: A draft of any documents, reports, studies, maps, signs, brochures etc. must be submitted to the **GREENWAY** for review prior to final production. When feasible, digital data shall be provided on a media and in a format suitable for use by the **GREENWAY**.

Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, websites, digital media, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this MOU will be owned jointly by the **GRANTEE** and **GREENWAY**.

Representations and Warranties: the **GRANTEE** represents and warrants that (i) the Materials will be originally and specifically developed by the **GRANTEE** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **GRANTEE** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **GRANTEE** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

F. Acknowledgement

All final reports, maps, signs and documents shall note the financial contribution of the **GREENWAY** as follows: ("*Funded in Part by a Grant from the Hudson River Valley Greenway*") and the **GREENWAY** logo shall be displayed, which will be provided upon request. Final payment is contingent upon proof of final product displaying this acknowledgement.

G. Payments

(i) The **GRANTEE** shall submit Vouchers to the **GREENWAY** for payment of services performed. (ii) No advance payments will be provided to any **GRANTEE**. (iii) No payment under this MOU will be made by the **GREENWAY** to the **GRANTEE** unless proof of performance of required services, programs, or accomplishments is provided. Payment shall be made upon audit and approval of the **GREENWAY** of

vouchers executed by an authorized officer of the **GRANTEE**. (iv) Eligible expenditures for the Project are those expenditures which are identified in the attached Schedule 1 and which are made in accordance with the applicable appropriation authority, and which have been incurred within the term of the MOU. (v) Any cost overruns will not be paid by the **GREENWAY** and the **GREENWAY** is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified. (vi) If the **GRANTEE** fails to submit a final report within 30 days after the expiration of this MOU, further reimbursements may be withheld by the **GREENWAY**, and all funds previously paid under this MOU may be due and owing. (vii) The **GREENWAY** shall not be liable for any expenses or obligations arising after the MOU termination date.

The **GREENWAY** will notify the **GRANTEE** if the voucher is incomplete or deficient. Upon authorization, the **GREENWAY** will process the request for payment. Payments will only be made for amounts greater than or equal to 20% of the total grant.

H. Final Payment

The final payment, not to exceed 10% (ten percent) of the grant award, shall be retained by the **GREENWAY** until the **GREENWAY** deems the work program complete and upon receipt of a satisfactory final report and all necessary materials summarizing the project (see Section V.H.). Verification of project completion and, when applicable, adoption of plans by the governing body, is required prior to the issuing of final payment.

I. Final Report

GRANTEE is required to submit a final report to receive final payment. The final report shall include verification of the completion of the project. Elements of the final report may include, but are not limited to, a narrative; copies of adopted plans, reports, or other publications acknowledging **GREENWAY** support and containing the **GREENWAY** logo (see Section V.E.); proof of formal adoption of plans by local government grantees; before and after photographs; sketches; maps; slides; engineering designs; and printed materials containing the **GREENWAY** logo and any other materials produced fully or in part with grant funds. Final reports may be submitted in either electronic or paper format and must contain a copy of publications or photographs of any products including kiosks and other interpretive structures produced using **GREENWAY** funds.

J. Consultants

The **GRANTEE** shall provide the **GREENWAY** with copies of any Request for Proposal (RFP) or of Request for Qualifications (RFQ) for consulting services related to this agreement. The **GRANTEE** shall notify the **GREENWAY** when a consultant has been selected.

Consultants or contractors engaged by the **GRANTEE** to carry out any part of the work program shall be the agents of the **GRANTEE**. There shall be no obligation between the **GREENWAY** and such agents. The **GRANTEE** agrees to comply with any and all of its adopted procurement policies with regard to the engagement of such agents and contractors, as well as all applicable state and federal requirements.

K. Expenditure Categories

Expenditures per cost category or line item may exceed the amounts indicated in the project budget up to ten percent (10%) or one thousand dollars (\$1,000), whichever is greater, without approval of the

GREENWAY, provided that the Total Grant Funds and Total Matching Funds as set forth in **Schedule 1** are not changed. Any expenditure in excess of such 10% or \$1,000 or any change to the Total Grant Funds or Total Matching Funds shall, at the sole discretion of the Greenway, require either an amendment to the Agreement as set forth in Section VII or written approval from the Greenway.

L. Record Keeping and Reporting

The **GRANTEE** will maintain accurate records of expenditures for a period of three years after the project is completed. The **GREENWAY** may, for a period of three years after project completion, inspect the financial records related to the project.

M. Re-Granting

The **GRANTEE** may not use any grant funds to re-grant to individuals or other organizations.

N. Permits

The **GRANTEE** is responsible for and must acquire any and all federal, state and local permits required for the project. All new construction projects must meet the 2010 American's with Disabilities (ADA) Design Standards http://www.ada.gov/2010ADASTandards_index.htm.

O. Certification Regarding Conflict of Interest and Financial Standing

Please note: Under NYS law, all not-for-profit corporations entering into a contract under this program will be required to sign a certification indicating that there is no conflict of interest, that the organization is in good financial standing, and that the funds will be used solely for public purposes.

VI. Completion of Agreement

No later than thirty days prior to the expiration date of this agreement, the **GRANTEE** shall

A. Notify the **GREENWAY** in writing that work will be completed pursuant to the term of the agreement.

OR

B. Present the **GREENWAY** with a proposed timetable for completion of any outstanding components of the scope of work beyond the agreement expiration date, and request a specific time extension during which time the project(s) will be completed.

OR

C. Notify the **GREENWAY** in writing that the **GRANTEE** is terminating the agreement and releases any remaining funds.

VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

This MOU may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY**, and the **GRANTEE**.

VIII. NOTICES

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or

(v) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IX. Special Award Conditions

Special Award Conditions are identified on the Face Page hereof.

X. Effective Date and MOU Term

This MOU shall be effective when it is fully executed. The term of the MOU is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the **In Witness Whereof** section identified on the Face Page hereof.

Schedule 1

Scope of Services and Budget



Hudson River Valley Greenway

Note: You must save this form to your computer before filling it out. Forms must be completed using Adobe Acrobat 9.0 or higher.

KEVIN M. BURKE
Acting Chair
Greenway Conservancy

BARNABAS MCHENRY
Chairman
Greenway Council

SCOTT KELLER
Acting Executive Director

2017 Greenway Conservancy for the Hudson River Valley Trail Grant Program Application

PART A—PROJECT CATEGORY

Check the **one** category that best fits your project:

☐

Trail Construction

☐

Trail Rehabilitation or Improvement

☒

Trail Planning or Design

☐

Trail Education or Interpretation

PART B—GENERAL PROJECT AND APPLICANT INFORMATION

1. Project Name: Beacon Hudson River Trail

2. Lead Applicant Organization or Municipality:

The City of Beacon

3. Co-Applicant(s) (if any):

4. Project Location: County/Countries Dutchess

City/Town/Village(s) Beacon

Project Site Address: 123 Red Flynn Dr.

City/Town/Village: Beacon State: NY Zip Code: 12508

5. Project Costs:

Greenway Funds Requested:	\$ 39500
Applicant Match*:	\$ 40000
Other Funding**:	\$ 0
Project Total:	\$ 79500

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

**Applicant Match includes cash, in-kind services and other monies from eligible grants and must match or exceed Greenway Funds Requested.*

***Other Funding includes federal, state, and other grants not reflected in Applicant Match.*

6. Applicant's Interest in Property (e.g. own, lease, easement, etc.): Easement

7. Legislative Districts: Senate: 41 Assembly: 104

8. Check category of Lead Applicant: ☒ Municipality ☐ Not-for-Profit Corporation

9. Federal ID #: 14-6002076

Charities Registration # (if not-for-profit): _____

***All not-for-profits must include a copy of their IRS Determination Letter and latest audit, or financial statement if not audited.**

10. Chief Elected Official/Head of Lead Applicant Organization
(Supervisor/Mayor/County Executive/Executive Director)

Name: Randy Casale

Title: Mayor

Mailing Address: 1 Municipal Plaza

City: Beacon State: NY Zip: 12508

Phone: (845) 838-5011

Email 1: mayor@cityofbeacon.org

Email 2: _____

Lead Contact Person (if different from Chief Elected Official/Head of Organization):

Name: Anthony Ruggiero

Title: City Administrator

Mailing Address: 1 Municipal Plaza

City: Beacon State: NY Zip: 12508

Phone: (845) 838-5009

Email 1: aruggiero@cityofbeacon.org

Email 2: _____

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

PART C—PROJECT DESCRIPTION

- ☒ Project connects to New York Empire State Trail (Education/Interpretation projects not eligible)

Project Description

Please provide a brief project description, which addresses all relevant project issues, including how your project fits one of the Project Category priorities in the Trail Grant Program Guidelines page 5, and how it addresses any of the Additional Criteria. Detail how the project connects to the New York Empire State Trail (if applicable; Education or Interpretation projects not eligible). The narrative must also explain how the project will promote at least one or more of the Greenway Criteria. A 1-page narrative is preferred; however, you may attach additional pages. **Minimum font size 10 point**
Narrative must not exceed 3 pages.

PART D— WORK PROGRAM & TIME LINE

Work Program & Time Line: Complete the information requested below and briefly list the proposed work program by task, phase, or milestone and the timeline associated with the project. At a minimum, provide a start date and completion date for each project milestone (e.g. public input period, draft document completed, etc.). You may provide this information in an attachment. Under this grant program, reimbursable costs or applied match may **not** be incurred prior to the date of award. Expected award date is October 11, 2017 (subject to change without notice).

Project Start Date: 4/2/2018 Expected Project Completion Date: 11/15/2018

	<u>Description</u>	<u>Start Date</u>	<u>Completion Date</u>
Phase/Task 1:	Topography/Site Survey	4/2/2018	5/1/2018
Phase/Task 2:	Geo-technical Investigation	5/1/2018	6/4/2018
Phase/Task 3:	Environmental/Historic Resources Review	6/4/2018	8/1/2018
Phase/Task 4:	Preliminary Design Documents	8/1/2018	10/19/2018
Phase/Task 5:	Grant Closeout	10/19/2018	11/15/2018
Phase/Task 6:			

PART E—BUDGET SUMMARY

Please identify the proposed expenditures of the project according to the following: (See worksheet below for budget and match detail)

Project Costs	Greenway Funds Requested	Applicant Match (Cash or In-Kind)	Other Funding**	Total			
Administration Costs: (max 10% of total grant)	\$ 0	\$ 0	Not applicable	\$ 0			
Contractual/Professional Services:	\$ 39500	\$ 40000	\$ 0	\$ 79500			
Equipment/Supplies/Materials:	\$ 0	\$ 0	\$ 0	\$ 0			
Construction:	\$ 0	\$ 0	\$ 0	\$ 0			
Land Acquisition:	Not applicable	\$ 0	\$ 0	\$ 0			
In-kind salaries, wages, volunteer hours, and travel	Not applicable	\$ 0	Not applicable	\$ 0			
Total:	\$ 39500	+	\$ 40000	+	\$ 0	=	\$ 79500
	Greenway Funds Requested This must equal the amount of "Greenway Funds Requested on pages 1 and 7		Applicant Match* This must equal the amount of "Applicant Match on pages 1 and 10		Other Funding This must equal the amount of "Other Funding on pages 1 and 11		Project Total This must equal the amount of "Project Total" on pages 1 and 11

*Applicant Match includes cash, in-kind services and other funds from eligible grants. Applicant Match must match or exceed the Greenway Funds Requested total.

**Other funding includes federal, state and other grants not reflected in local match.

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

Budget Detail for Greenway Funds Requested:

Administration (Please specify):

Not Applicable \$ 0

\$

\$

Sub-total Administration: \$ 0
Must equal this line in Budget Summary on Page 5

Contractual/Professional Services (Please specify):

Preliminary Design Services \$ 39500

\$

\$

Sub-total Contractual/Professional Services: \$ 39500
Must equal this line in Budget Summary on Page 5

Equipment/ Supplies/ Materials (Please specify):

Not Applicable \$ 0

\$

\$

Total Equipment/Supplies/Materials: \$ 0
Must equal this line in Budget Summary on Page 5

Continued on next page

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

Budget Detail for Greenway Funds Requested (continued):

Construction:

Not Applicable \$ 0

\$

\$

Total Construction: \$ 0
Must equal this line in Budget Summary on Page 5

Total Greenway Funds Requested: \$ 39500
Must equal Greenway Funds Requested on pages 1 and 5

Applicant Match Budget Detail:

In-kind services (salaries, wages, travel/mileage):

Salaried/hourly (please list number of hours and rate of pay; list additional on a separate worksheet but include in total on page 8):

Job Title: _____

Rate of Pay: \$ _____ /Hour x _____ Hours = \$ _____

Job Title: _____

Rate of Pay: \$ _____ /Hour x _____ Hours = \$ _____

Job Title: _____

Rate of Pay: \$ _____ /Hour x _____ Hours = \$ _____

Job Title: _____

Rate of Pay: \$ _____ /Hour x _____ Hours = \$ _____

Job Title: _____

Rate of Pay: \$ _____ /Hour x _____ Hours = \$ _____

General Volunteer Hours (valued at \$15 per hour):

Number of Volunteers: _____

Total Volunteer Hours: _____ x \$15/hour = \$ _____

Mileage (show rate and miles, rate may not exceed IRS limits):

_____ x _____ = \$ _____
(Rate) (Miles)

<https://www.irs.gov/tax-professionals/standard-mileage-rates>

Other Travel (specify): _____ \$ _____

Sub-total In-kind Services: \$ _____

Must equal this line in Budget Summary on page 5.

Continued on next page

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

Applicant Match Budget Detail (continued):

Land Acquisition Match (Please specify):

\$ 0

Administration (Please specify):

Reimbursable Expenses \$ 2500

\$

\$

Sub-total Administration: \$ 2500
Must equal this line in Budget Summary on Page 5

Contractual/Professional Services (Please specify):

Topographic Site Survey \$ 9000

Geotechnical Investigation \$ 8000

Environmental/Historic Resources Review \$ 5000

Sub-total Contractual/Professional Services: \$ 22000
Must equal this line in Budget Summary on Page 5

Continued on next page

Equipment/ Supplies/ Materials (Please specify):

_____ \$

\$15500

Not Applicable

\$0

\$ _____

\$40000

Other Contractual/Professional Services (Please specify):

Not Applicable

\$0

\$

\$

\$

\$0

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

Other Funding Budget Detail (continued):

Other Equipment/ Supplies/ Materials (Please specify):

Not Applicable

\$ 0

\$ _____

\$ _____

\$ _____

*Sub-total Other Equipment/Supplies/Materials:
Must equal this line in Budget Summary on Page 5*

\$ 0

Other Construction:

Not Applicable

\$ 0

\$ _____

\$ _____

*Sub-total Other Construction:
Must equal this line in Budget Summary on Page 5*

\$ 0

Other Land Acquisition (Please specify):

Not Applicable

\$ 0

Must equal this line in Budget Summary on Page 5

Total Other Funding:

\$ 0

Must equal Other Funding on Pages 1 and 5

**Project Total (Total Greenway Funds Requested
+ Total Applicant Match + Total Other Funding):
Must equal Project Total on Pages 1 and 5**

\$ 79500

Environmental/Historic/Coastal Consistency Reviews

Does the project require a permit approval or funding from any other governmental agency (federal, state or local)?



No



Yes

If "yes", list the agency(ies) and permit/approvals:

SEQRA Status – Please select the appropriate action type:

Type 1 ☐

Type 2 ☐

Unlisted ☒

For further guidance, see <http://www.dec.ny.gov/permits/6203.html>

If the project is a Type I or Unlisted Action, please attach the Environmental Assessment Form

If a Determination of Significance has been established, what was the determination?

Regional Economic Development Council Strategic Plans

Please check the Regional Economic Development Council(s) in which the project will take place: (For guidance, please see <http://regionalcouncils.ny.gov>)

Capital Region ☐

Mid-Hudson Region ☒

New York City ☐

Please list the specific numbers of the goals and strategies of the region's strategic plan that your project will help implement:

Municipal/Board Grant Request Resolution*:

An approved municipal or non-profit board resolution authorizing and endorsing this grant application must be provided before the application can be considered complete. A sample municipal resolution and not for profit certification/resolution are provided in the guidelines.

***Note: If your Board does not meet until after the application deadline, please complete the following:
The municipal board will be considering a resolution for this project to be voted on the following date:**

The resolution will be sent to the Greenway office within 48 hours of this meeting date.

Certification: Please read and sign the following. Digital signatures are acceptable.

"I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law

Name: Randy Casale

Title: Mayor, City of Beacon

Signature: Randy Casale

Date: 9/8/2017

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

Application Requirements & Checklist

Please note: Applicants must complete or release previously awarded projects through the Greenway Conservancy Small Grant Program before being eligible to receive funding in this round.

You must submit the following by the deadline. Failure to include any of the required elements may make your application ineligible for consideration.

☒ **1) Email Submission (Preferred):** A complete electronic copy of all application materials (a single PDF document is preferred) should be emailed to hryq@hudsongreenway.ny.gov

OR

Hard Copy Submission: One (1) original hard copy AND one (1) Electronic copy on CD or flash drive (PDF preferred)

☒ **2) Completed and signed Greenway Conservancy for the Hudson River Valley Trail Grant Application Form Including**

* Not-for-profits must include Federal ID #, Charities Registration # and IRS determination letter

* Municipalities must include Federal Tax ID#

☒ **3) Narrative:** Please provide a brief narrative of the proposed project, which addresses all relevant project issues, including how your project fits one of the "Priority Project Categories" on page 5 and how it addresses any of the Additional Criteria. The narrative must also explain how the project will promote at least one or more of the Greenway Criteria. **Limit of 3 total pages.**

☒ **4) Resolution(s):** All applicants are required to pass a resolution by the governing body authorizing the grant application. The applicant municipality must obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located. Include the signed and dated resolution in your application. Not-for-profit corporations must submit an approved municipal letter(s) of support in addition to their own resolution. *Note: If your Board does not meet until after the application deadline, please complete the related section on page 12.

☒ **5) Map(s) of the proposed project area:** Please include a map of the proposed project area, including its location within the county, as well as a more detailed depiction of the project site. Please include any nearby trails. Include GPS coordinates of the planned or existing trailhead where appropriate. If your project involves the installation of signs, please show locations of signs to be installed. Maps must be legible. See Google maps for a simple way to produce a legible map: <https://maps.google.com/>

☒ **6) Supporting Information:** Where appropriate, include photos, plans, drawings and other documents that highlight the need for this project. Letters of support from partners and beneficiaries of the proposed project are also recommended.

☒ **7) Ownership Interest:** Include documentation of ownership interest in the property (deed) if applicable, and, if the applicant is not the landowner, a written agreement with the landowner.

☒ **8) Legal Compliance:** Please indicate that you have applied for all local, state and federal permits. Your project must comply with all local, state and federal laws and requirements. Funds will be contingent on proof of such permits.

☒ **9) SEQRA Compliance:** If project is a Type I or Unlisted Action, please attach the completed [Environmental Assessment Form](#).

☒ **10) Not-for-profit Corporations** must also submit a copy of their latest financial audit and IRS Determination Letter. If your organization is not required to have an audit, please provide a copy of your most recent financial statements.

Applications must be Emailed or Postmarked by: 4:00 PM, September 8, 2017

Beacon Hudson River Trail Project Narrative

The city of Beacon is seeking \$40,000 in funding from the Greenway Conservancy for the Hudson River Valley Trail Grant Program for the preliminary design of the Beacon-Hudson River Trail (BHRT), the last remaining gap within Beacon's city limits, in the Hudson River Valley Greenway. This Greenway is intended to be a continuous waterfront trail that extends from New York City to the north of Albany. The City hopes to erect a pedestrian and bicycle, scenic trail that provides a non-motorized link between the City of Beacon and our surrounding communities by connecting the Beacon Metro-North Railroad train station with the Newburgh-Beacon Bridge by way of the Trail of Two Cities and the anticipated Greenway Trail route in the Town of Fishkill, which connects to the completed Wappingers Falls trail north to the City of Poughkeepsie.

For some time now, the City of Beacon has pursued the development of a robust system of parks, trails, and other open space elements that would improve the quality of life in Beacon, and provide access to additional active and passive outdoor recreation opportunities for our residents and visitors. This is evidenced in the numerous studies conducted on behalf of the City or the surrounding region, that support the Beacon Hudson River Trail and/or its goals. Specifically, the City of Beacon Comprehensive Plan, City of Beacon Local Waterfront Revitalization Plan, Hudson River Valley Greenway Vision Plan, Walk-Bike Dutchess, and the Mid-Hudson Regional Economic Development Council Strategic Plan all back the BHRT for a number of reasons. These reasons range from viewing the trail as an essential component of a larger envisioned trail system throughout the city, to supporting the trail for the potential economic benefits that would accompany the conservation and promotion of natural resources, eco-tourism and waterfront redevelopment.

The majority of the intended BHRT project site lies within the existing Metro North Railroad right-of-way and is directly adjacent to the railroad's maintenance road. The anticipated trail will extend through a number of properties, including the New York State Bridge Authority (NYSBA) Newburgh-Beacon Bridge right-of-way. It is important to note that, as outlined in their letter of support, the NYSBA is supportive of the project's completion. Just as the railway approaches the Newburgh-Beacon Bridge, there will be an eastern extension that runs parallel to the bridge's eastbound ramps up to the existing path that is adjacent to the bridge service road on the southern side of the Newburgh-Beacon Bridge.

The BHRT aligns with the following criteria set forth on page 5 of the Greenway Conservancy Trail Grant Program Guidelines.

Natural and Cultural Resource Protection & Public Access

By designing and subsequently building this trail, the City of Beacon aims to increase and improve access to our City's natural resources for our residents and all those that visit Beacon throughout the year. The proposed site for the Beacon Hudson River Trail stretches roughly one mile from the Beacon Metro-North Railroad passenger station north to the Newburgh-Beacon Bridge. The proposed trail will act as a dedicated parcel of open space, providing Beacon residents and visitors with unrestricted access to the scenic views of Mount Beacon, Fishkill creek, the Hudson Highlands, and the Hudson River, along with glimpses of Beacon's industrial history. One major appeal of the BHRT is that it will provide a nonmotorized link between the City of Beacon and surrounding communities by connecting the train station with the Newburgh-Beacon Bridge. This will promote alternatives to conventional methods of transportation that rely on fossil fuels and decrease traffic congestion due to the promotion of these multi-modal transportation alternatives.

Economic Development

Although the trail itself will not generate an enormous revenue stream, the city of Beacon is certain that its construction will provide a considerable boost to the local and regional economy. This is due to the ecotourism that is fostered by the establishment of green spaces, particularly green spaces that afford for recreation opportunities. We are certain that new visitors from throughout the region will travel this trail regularly specifically because of its connection to the train station. As outlined in Section 9 on page 128 of Beacon's updated Comprehensive Plan, these visitors will generate additional revenue without the added cost of having to maintain new rails, bridges, and trains. It will also allow for this new revenue stream to spread to other businesses in the local centers and commercial hubs of the region. Moreover, green spaces have the ability to make communities more attractive to businesses and homebuyers simply because people want to work and live in places that are perceived as safe, and offer enhanced quality of life.

Heritage and Environmental Education

Developing a trail along the rail corridor located to the north of the Beacon Metro-North Railroad will go beyond simply creating a recreational trail connection; it will reimagine the urban form of our city and the surrounding region by promoting the conservation of habitat and biodiversity, advancing opportunities for fitness, recreation, and transportation, and possibilities for economic development in the City. The proposed trail will navigate several distinct areas within Beacon and include numerous historical resources and scenic views. With regard to the recently announced 750-mile Empire State Trail which will extend from Canada to NYC (north to south), and stretch from Albany to Buffalo (east to west); the BHRT will close a gap in the proposed Empire State Trail along the Beacon Rail Line, east of the City.

The Scope of work for the design of the proposed project area is separated into four distinct segments:

Segment A: Proposed trailhead Beacon Metro-North Train Station to North End of Parking Lot

This trailhead will originate on West Main Street and move toward the MTA Visitor Parking Lot, another trailhead is planned for the westernmost corner of the commuter lot. This portion of the trail will be an estimated 0.4 miles in length and travel the border of the commuter and employee parking lots parallel to the rail line, before reaching the woodlands adjacent to the Tompkins Terrace Preservation.

Segment B: North End of Parking Lot to Existing Pond

The second portion of the proposed trail will travel adjacent to the woodlands of the Tompkins Terrace Preservation property, extending approximately 0.3 miles along the Hudson River. A 110-year-old, and 250-foot-long retaining wall will separate the trail from the train tracks in the southern section of this segment. If funding permits, a potential overlook on the northern end of this wall is proposed to provide visitors with an expansive view of the Hudson River. Located in this section of the trail is an existing pond to the east; here seating is proposed, along with signage that could be installed to inform trail users about areas ecology.

Segment C: Existing Pond to Town of Fishkill

The third segment of the proposed trail will commence under the Newburgh Beacon Bridge and travel for approximately 0.25 miles before connecting with the proposed Town of Fishkill Hudson River Trail. This section will also include a proposed Trail Spur that will extend approximately 275 feet to the

west to bring visitors to a proposed overlook of the Hudson River and the Newburgh-Beacon Bridge. It will also cross two streams in two locations; bridges are proposed at each location to guard the banks of the stream beds and to accommodate users of all abilities. Near the intersection of the proposed trail spur and the continuation of section three of the trail, exists an old growth grove of oak trees. These trees hold ecological and historic significance and will be protected during construction of the trail.

Segment D: Parallel to Newburgh-Beacon Bridge

The fourth section of the proposed trail extends westward from the third. This trail spans roughly 715 feet along the existing service road on the southern side of the Newburgh-Beacon Bridge. The final boundary of this segment is marked by a proposed trailhead, where users of the existing Newburgh-Beacon Bridge pedestrian/bicycle pathway can connect to the Beacon Hudson River Trail.

The Scope of work to be completed in the final design phase of the project is separated into the following four distinct tasks:

Task 1: Topographic/ Site Survey \$9,000.00

This segment will include a field review of the project site to identify existing topography and soils within the project area. Specifically, these reviews will identify the presence and general composition of soil types and topographic features within the project corridor. This review will also examine on site vegetation, identification of the presence and overall extent of existing floodplains within the immediate project corridor, identification of existing wetlands, streams, and ponds, and an evaluation to detect any threatened or endangered species within the project area.

Task 2: Geotechnical Investigation \$8,000.00

A geotechnical investigation will be conducted to determine soil characteristics, soil permeability rates, and depths to groundwater table and bedrock when encountered.

This section of the project will include soil borings to determine the soil characteristics by field observation and laboratory testing, and falling-head in-situ permeability tests (permeability tests, or PTs) to determine soil permeability rates.

Task 3: Environmental/Historic Resources Review \$5,000.00

Much of the environmental review will occur during the completion of Task A. However, because the proposed BHRT traverses land that was at one time populated by Native Americans, and later by early European settlers, estate owners, institutions, and transportation infrastructure; we will ensure the completion of review to identify recorded and visible cultural resources within the project area. This will ensure the preservation of archaeological and cultural properties that reflect Beacon's rich history.

Task 4: Preliminary Design Documents \$55,000

Preliminary design plans and details will consist of the following plan sheets:

- Cover Sheet and General Notes
- Alignment Layout/Materials Plan
- Grading/ Drainage Plan
- Landscape Plan
- Construction Details that identify materials and methods for site improvements

September 6, 2017

1 Winners Circle, Suite 130, Albany, NY 12205
Tel: 518.463.4400

Mr. Mark Price, Director of Recreation
City of Beacon
23 West Center Street
Beacon, NY 12508

RE: City of Beacon – Hudson River Trail
Preliminary Design - Fee Estimate

Dear Mr. Price:

Weston & Sampson, PE, LS, LA, P.C. is pleased to present our fee estimate to the City of Beacon (Client) for professional services in connection with the Beacon Hudson River Trail Project (Project) in Beacon, New York. The Project area is planned to consist of a 1.25 multi-use trail from the Beacon Train Station, north to the Town of Fishkill limit.

We propose to perform the next phase of the project for the fee breakdown indicated below

Task A: Topographic/ Site Survey	\$ 9,000.00
Task B: Geotechnical Investigation	\$ 8,000.00
Task C: Environmental/Historic Resources Review	\$ 5,000.00
Task D: Preliminary Design Documents	\$ 55,000.00
Reimbursable Expenses	\$ 2,500.00
Total:	\$ 79,500.00

The following tasks are not included within this estimate:

- Municipal Review/ permitting.
- Final Design Documents/ specifications manual (i.e., contract terms, insurance requirements, and bid forms, etc.).
- Construction Phase Services

We appreciate the opportunity to present this fee estimate,

Very truly yours,
Weston & Sampson, PE, LS, LA, PC

Daniel P. Biggs

Daniel P. Biggs, RLA
Team Leader/ Sr. Landscape Architect



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 95 OF 2017

**RESOLUTION APPROVING AND ENDORSING A GRANT UNDER THE HUDSON RIVER
VALLEY GREENWAY GRANT PROGRAM FOR THE PROJECT KNOWN AS THE BEACON
HUDSON RIVER TRAIL**

WHEREAS, the City of Beacon is applying to the Hudson River Valley Greenway for a grant under the Hudson River Valley Greenway Grant Program for a project entitled The Beacon Hudson River Trail, to be located in the City of Beacon adjacent to the Beacon Metro-North Railroad,

WHEREAS, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located;

NOW, THEREFORE, be it resolved that the governing board of the City of Beacon hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Grant Program, for a project known as The Beacon Hudson River Trail and located within this community.

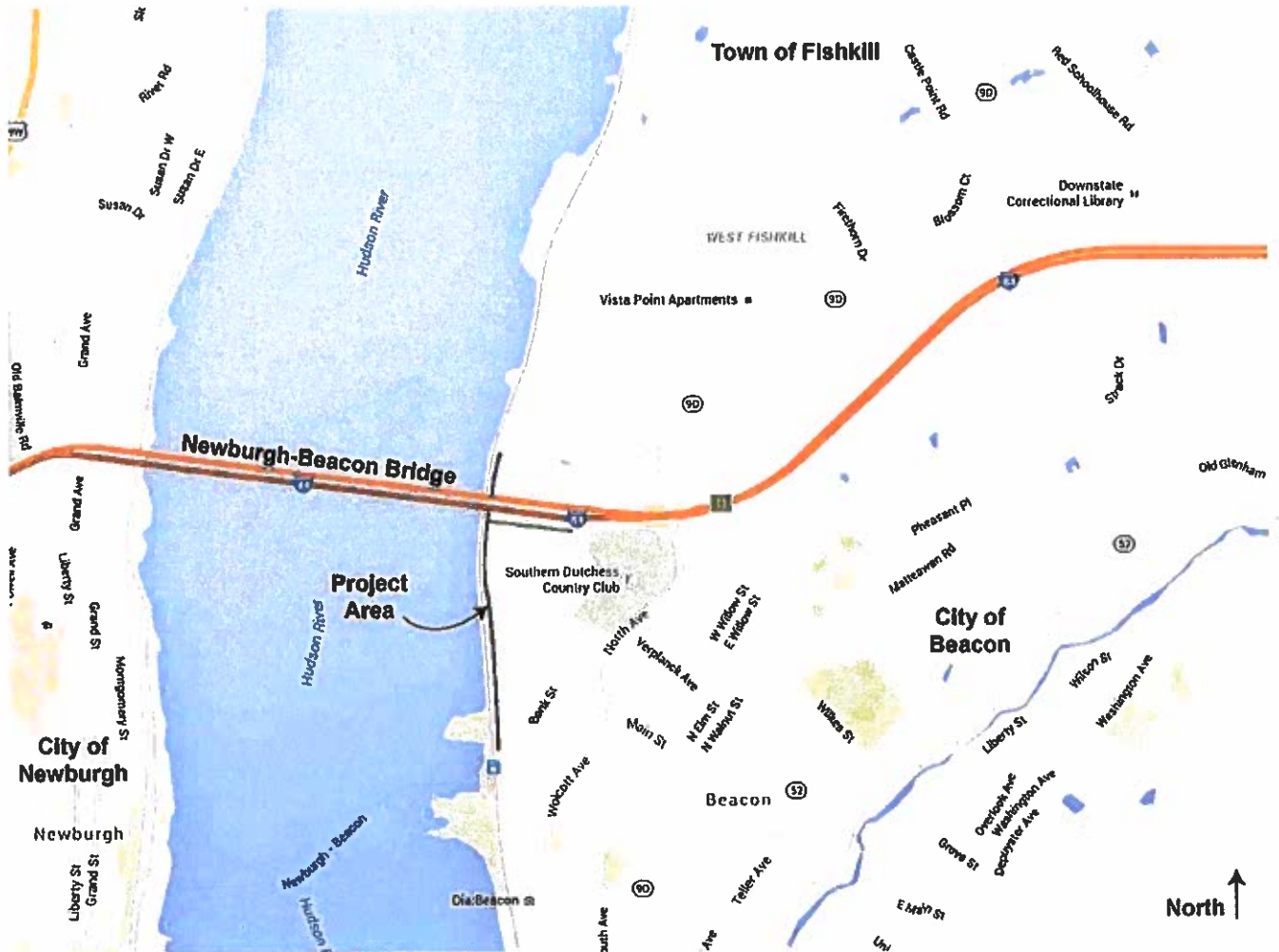
September 5, 2017
Date of Adoption

Iola C. Taylor
Name of Municipal Clerk

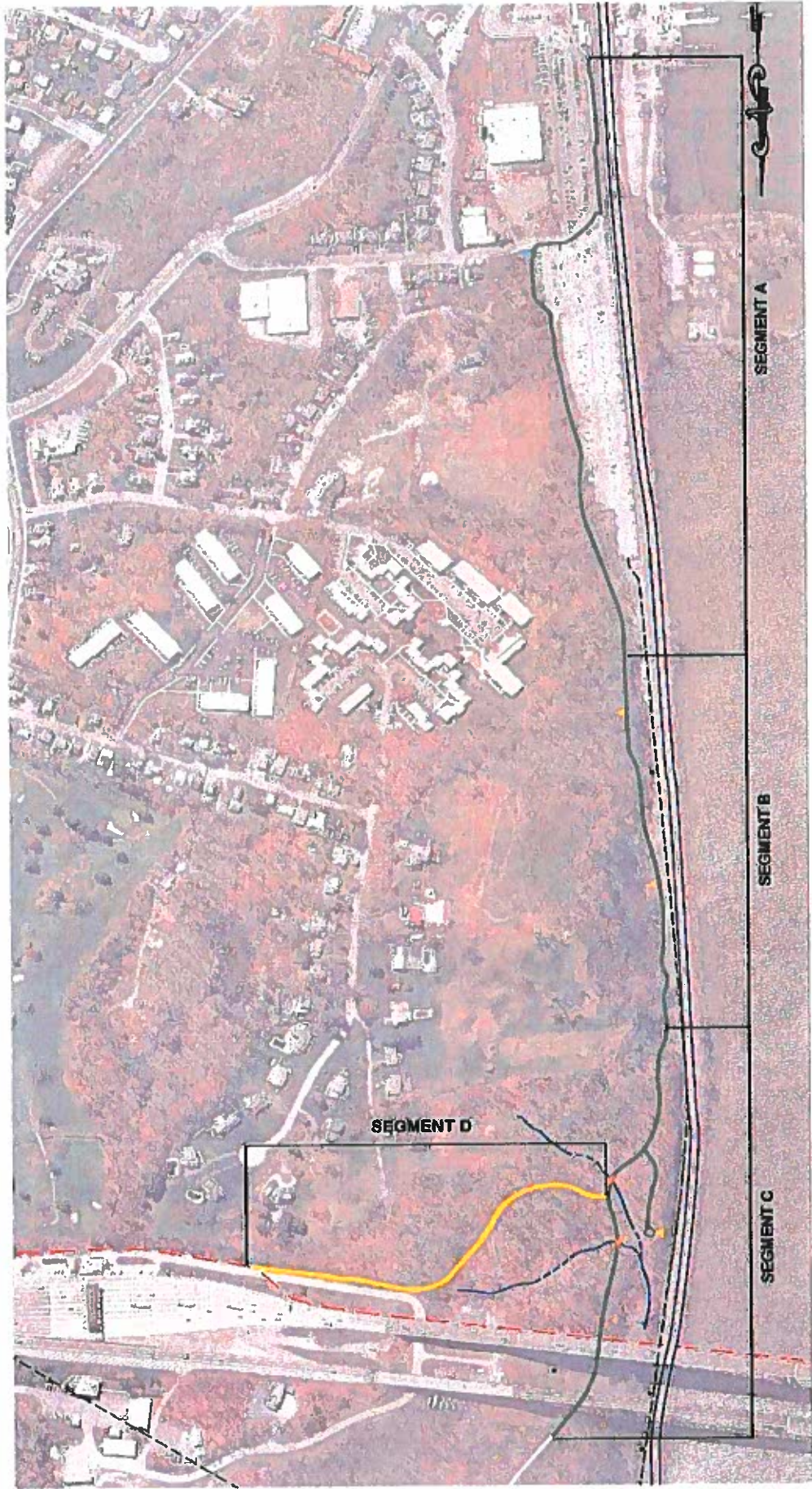
Iola C. Taylor
Signature

Resolution No. <u>95</u> of 2017			Date: <u>September 5, 2017</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
		All Muhammad	x				
		Omar Harper					x
		Lee Kyriacou	x				
	x	George Mansfield	x				
x		Pam Wetherbee	x				
		Peggy Ross	x				
		Randy Casale	x				
		Motion Carried	x				

BHRT Project Area



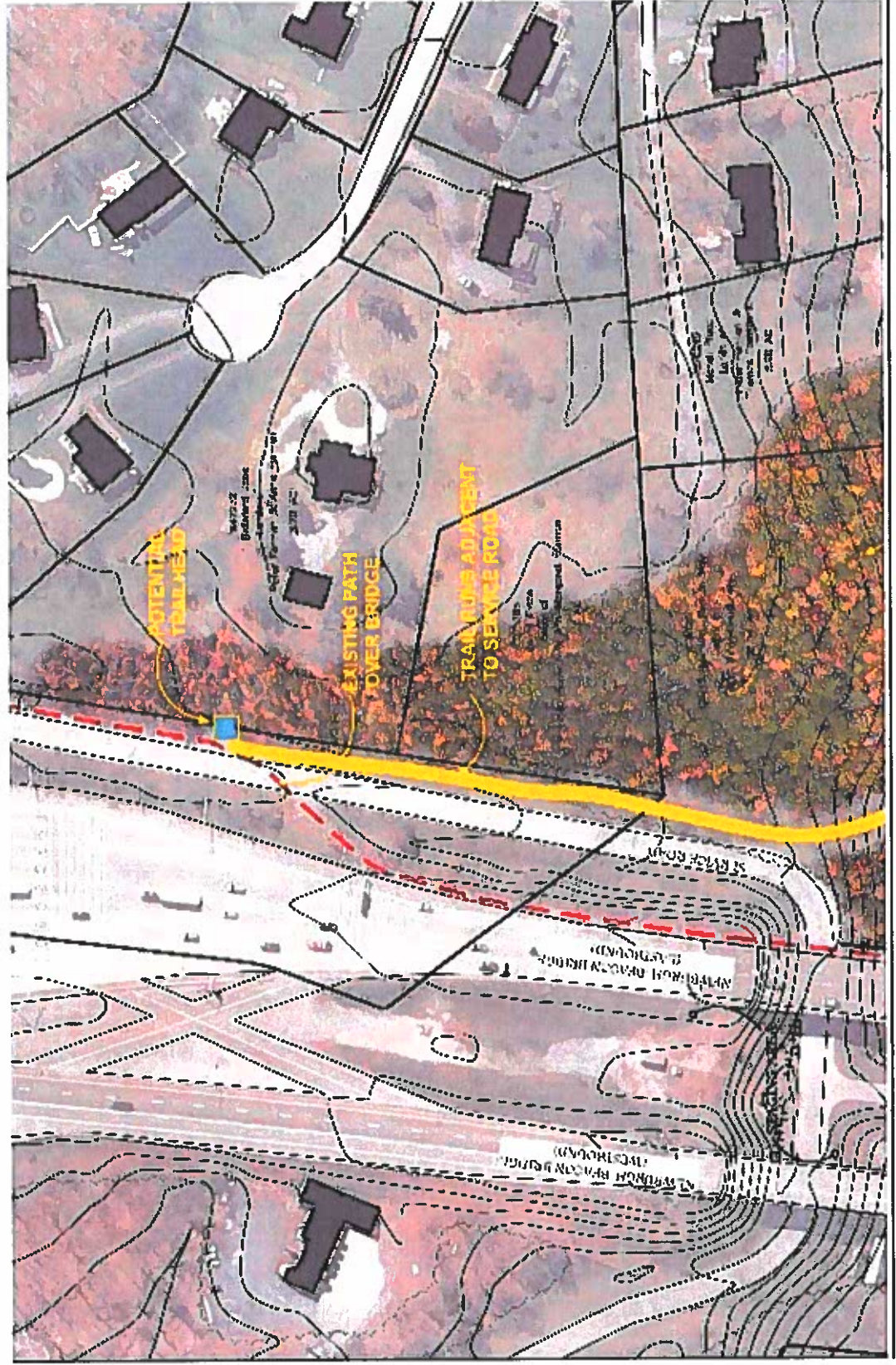
BHRT Scope of Work-Segment Plan



BHRT-Trail Segment B



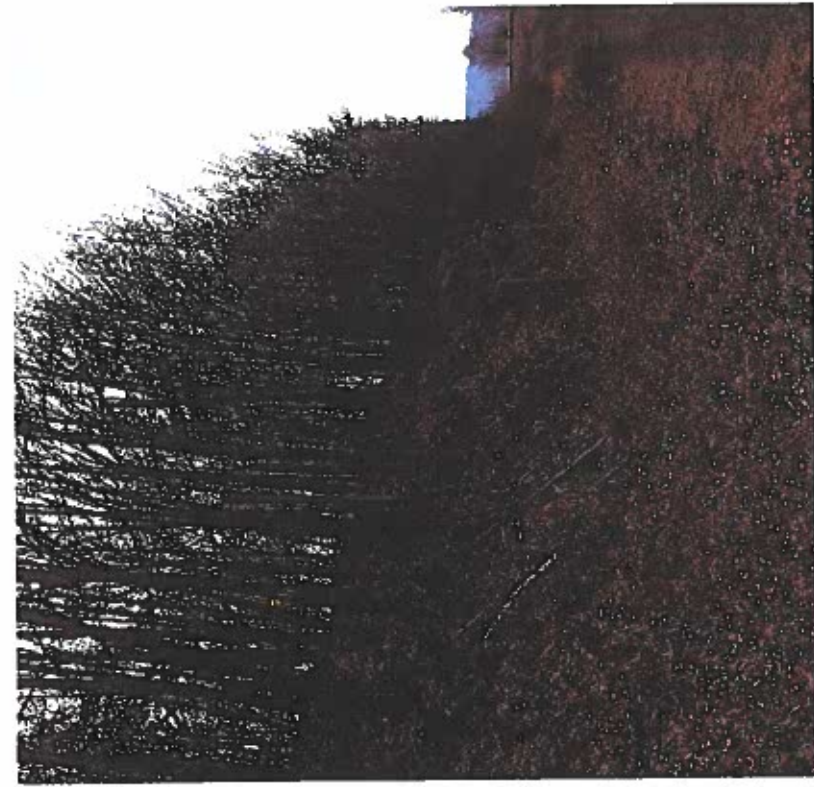
BHRT-Trail Segment D



BHRT Site- Existing Conditions



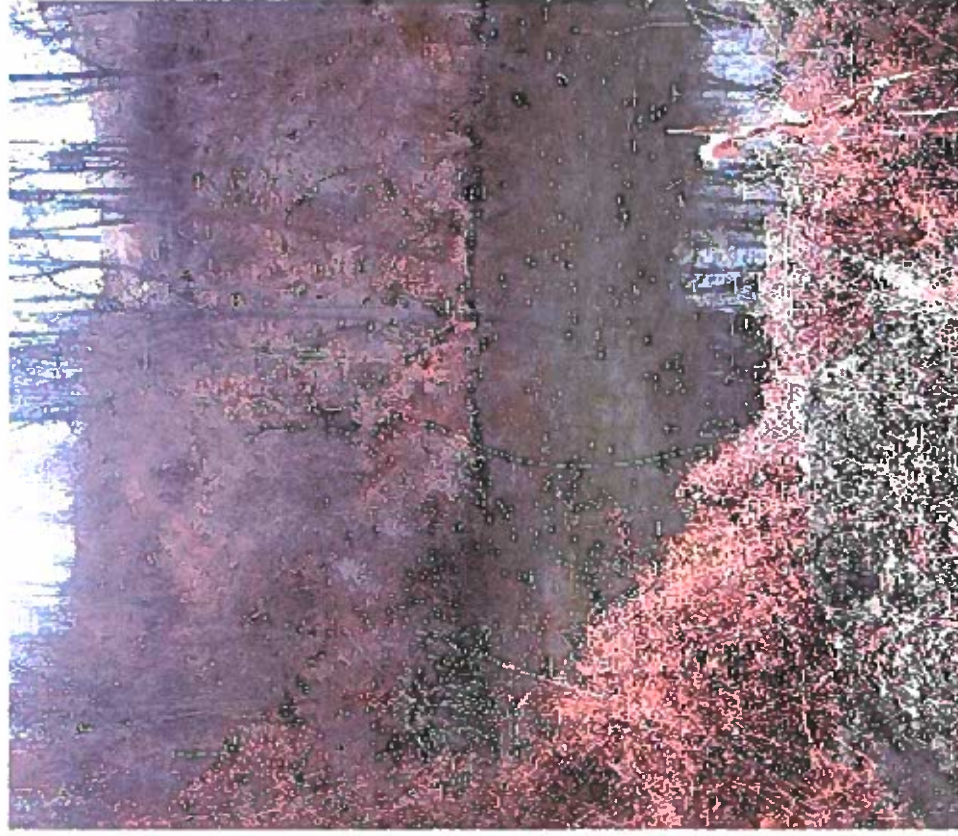
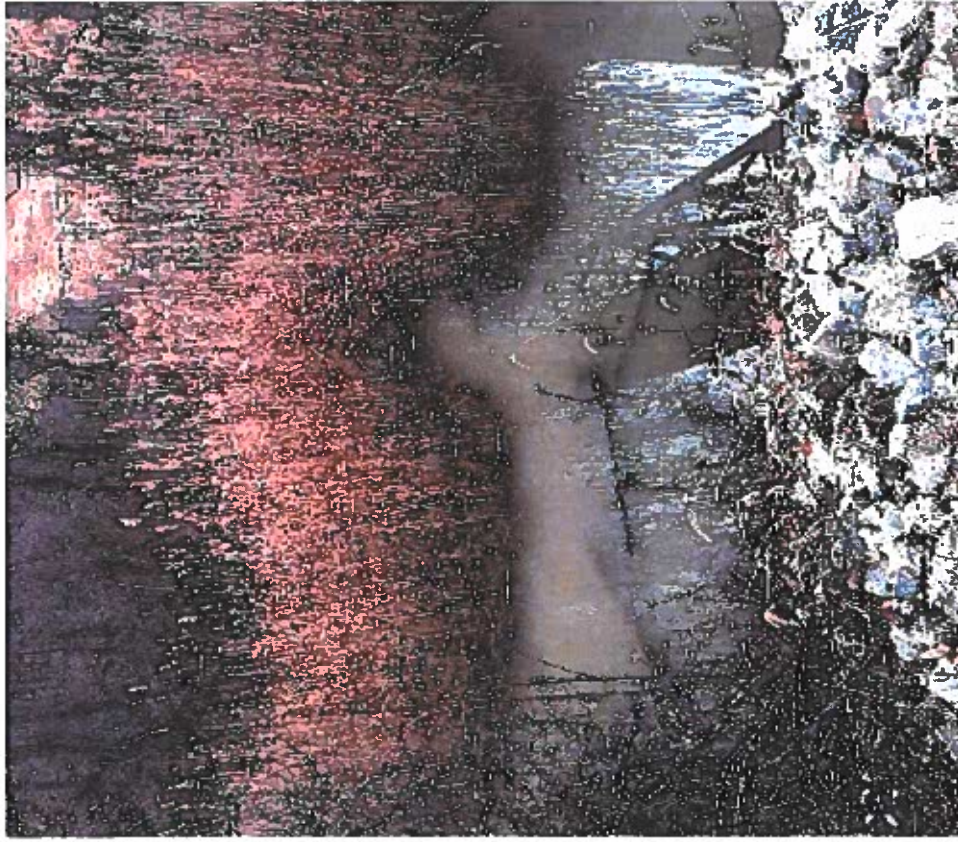
Existing Site Conditions Cont'd



Existing Site Conditions Cont'd



Existing Site Conditions Cont'd





ParcelAccess

Final Roll

Parcel Gnd Identification #:
130200-5954-25-549980-0000
Municipality: Beacon

Parcel Location
Railroad Dr

Owner Name on March 1
M T A , (P)

Primary (P) Owner Mail Address
1700 Broadway
New York NY 100190000



Parcel Details

Size (acres): 3.38 Ac (D) Land Use Class: (843) Public Services: Transportation: Noncelling Railroad
File Map: Agri. Dist.: (0)
File Lot #: School District: (130200) Beacon City School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$77945	\$1091244	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	\$ 1091200

Tent. Roll:	Final. Roll:	Valuation:
5/1/2015	7/1/2015	7/1/2014

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1931	0225	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply:	()	()	HI	(Z98) Non-contrib
()				

Exemption Information:

Exemption: 19950	Amount:	Percent
Name:	\$1091244	0
MUNCPL R/R		

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 3/10/2016. Developed and maintained by OCIS - Dutchess County, NY.



ParcelAccess

Final Roll

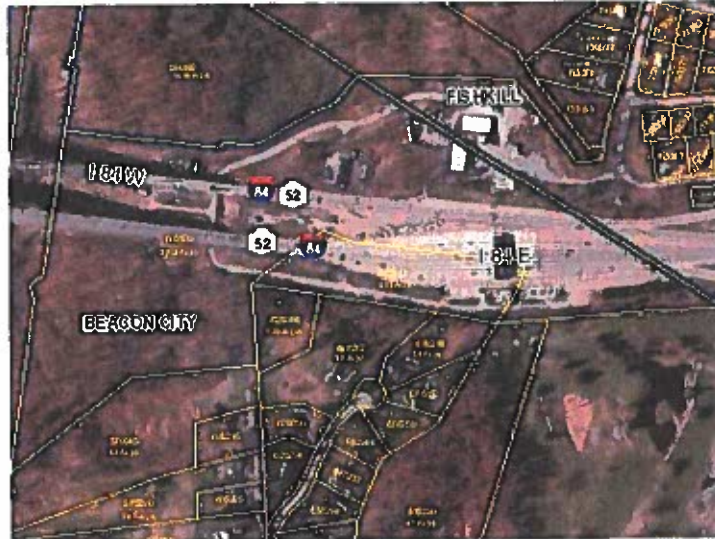
Parcel Grid Identification #:
130200-5955-04-810320-0000
Municipality: Beacon

Parcel Location
17-45 Newburgh Beacon Way

Owner Name on March 1
N Y S Bridge Authority , (P)

Primary (P) Owner Mail Address

PO Box 1010
Highland NY 12528



Parcel Details

Size (acres): 33.04 Ac Land Use Class: (692) Community Services: Miscellaneous: Roads, Streets, Highways and Parkways, Express or Otherwise - Including Adjoining Land
File Map: Agri. Dist.: (0)
File Lot #: School District: (130200) Beacon City School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$4800	\$1164000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	\$ 1164000

Tent. Roll:	Final. Roll:	Valuation:
6/1/2015	7/1/2015	7/1/2014

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1467	0295	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply:	()	()	R1-20	(Z98) Non-contrib
()				

Exemption Information:

Exemption: 12100	Amount:	Percent
Name:	\$1164000	0
NY STATE		

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ParcelAccess

Final Roll

Parcel Grid Identification #:
130200-5955-04-665303-0000
Municipality: Beacon

Parcel Location
105 Newburgh Beacon Way

Owner Name on March 1
N Y S Bridge Authority , (P)

Primary (P) Owner Mail Address

PO Box 1010
Highland NY 12528



Parcel Details

Size (acres): 4.15 Ac Land Use Class: (892) Community Services: Miscellaneous: Roads, Streets, Highways and Parkways, Express or Otherwise - Including Adjoining Land
File Map: Agri. Dist.: (0)
File Lot #: School District: (130200) Beacon City School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$89500	\$194000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	\$ 194000

Tent. Roll:	Final. Roll:	Valuation:
5/1/2015	7/1/2015	7/1/2014

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1447	0850	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
()	()	()	R1-20	(Z98) Non-contrib

Exemption Information:

Exemption: 12100	Amount:	Percent
Name:	\$194000	0
N Y STATE		

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 3/10/2016. Developed and maintained by OCIS - Dutchess County, NY.

Legal Compliance

Because this is a design only project it will not require any local, state or federal permits. However, the project will be completed in accordance with all local, state and federal laws and requirements.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: Design of the Beacon-Hudson River Trail			
Project Location (describe, and attach a location map): Trailhead will be located on or about 123 Red Flynn Dr. Beacon, NY 12508			
Brief Description of Proposed Action: The City of Beacon is seeking funding to design the Beacon Hudson River Trail. Because this is a design only project, no environmental disturbances will occur at this time.			
Name of Applicant or Sponsor: City of Beacon		Telephone: 845-838-5000 E-Mail: aruggiero@cityofbeacon.org	
Address: 1 Municipal Plaza			
City/PO: Beacon		State: NY	Zip Code: 12508
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.84 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.84 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Randy Casale</u> Date: <u>8/8/2017</u> Signature: <u><i>Randy Casale</i></u>		

City of Beacon Council Agenda
4/2/2018

Title:

Approval to Amend Contract with WSP for the Rehabilitation of Fishkill & Teller Avenues

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution of Amendment	Cover Memo/Letter
WSP_SuppAgrmnt	Cover Memo/Letter



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2018

**RESOLUTION TO AMEND THE CONTRACT WITH
WSP SELLS CONCERNING ENGINEERING SERVICES FOR THE
TELLER/FISKILL AVENUES ROAD PROJECT**

WHEREAS, the City Council approves of the execution of Supplemental Agreement No. 3 to the Contract between the City and WSP Sells concerning engineering services for the New York State Department of Transportation Project identified as PIN 8757.80 (Teller Avenue) and PIN 8757.30 (Fishkill Avenue);

NOW, THEREFORE BE IT RESOLVED, that the City Administrator of the City of Beacon is authorized to execute said attached Supplemental Agreement No.3 with WSP Sells.

Resolution No. _____ of 2018			Date: <u>April 2, 2018</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							



January 15, 2018

CONFIDENTIAL

Anthony Ruggiero – City Administrator
City of Beacon
One Municipal Plaza, Suite 1
Beacon, NY 12508

Re: *Supplemental Agreement No. 1*
PIN 8757.30 – Rehabilitation of Teller Avenue
PIN 8757.80 – Rehabilitation of Fishkill Avenue

Dear Mr. Ruggiero:

The City of Beacon has recently reactivated the design phase for the above-referenced Federal-Aid projects, which were temporarily put on hold in 2009. As you may recall, at that time, the City elected to utilize CHIPS money to repave a portion of the roadway within the project area due to its deteriorated condition. As a result of the repaving project the State delayed the availability of STIP funding by 10-years. As we are nearing the end of the 10-year window it is the City's intent to update the project design and let this project in time for the 2019 construction season.

This letter shall serve as written request for an amendment to the above-referenced contract. This amendment is primarily required to update the project which requires the following out of scope item(s):

1. General

As the design phase of this project will extend to the end of 2018, additional time will be required for meetings and continued sub-consultant coordination. We anticipate a maximum of five (5) meetings with the City of Beacon through the course of final design phase. Additionally, due to the age of the project, our Right-of-way (ROW) subconsultant will be required to refresh the project ROW documents such as title searches, appraisals and appraisal review prior to continuing with property closings per the NYSDOT ROW Group.

2. Data Collection and Analysis

Per our meeting with NYSDOT Local Projects Unit on 7/26/17, the State recommends updating of traffic data throughout the project corridor, as well as amending the project Design Report, to ensure the proposed design is consistent with current and future demand. WSP will collect current traffic volumes for the corridor and perform turning movement counts at the intersections currently proposed to be signalized to verify signals are timed correctly as well as placed at the appropriate points of need.

3. Environmental

WSP USA
South Building
555 Pleasantville Road
Briarcliff Manor, NY 10510

Tel.: +1 914 747-1120
Fax: +1 914 747-1956
wsp.com



NYSDOT stated that a NEPA re-evaluation statement and checklist would have to be completed as part of the Environmental Review Process for which we have included additional time in our supplemental agreement.

4. Right-of-Way (ROW)

As stated previously in section 1, our ROW subconsultant will be required to refresh the project ROW documents such as title searches, appraisals and appraisal review prior to continuing with property closings per the NYSDOT ROW Group. This includes:

- Approximately 44 parcels will require refreshed title searches
- Approximately 38 parcels require updated appraisals or appraisal reviews

These ROW costs are shown as a direct non-salary cost going to our subconsultant Beckman Appraisals to continue with the ROW incidental and acquisition process.

5. Detailed Design

Due to the length of time that has passed since the design plans were last revised, effort will be required to update the plans, specifications, estimate, and perform quality reviews to bring the contract design documents up to current NYSDOT design standards.

Attached you will find a Draft Supplemental 3 Basic Agreement, Task List, and Hours & Rates Breakdown for both PIN 8757.30 & PIN 8757.80.

We are prepared to meet with you at your convenience to discuss these items further. Please feel free to contact me at 914-747-1120.

Kind regards,

A handwritten signature in black ink, appearing to read 'DB' followed by a long horizontal stroke.

Daniel Briar, P.E.
Project Manager

Encl.
cc: David Weiss - WSP

City of Beacon Council Agenda
4/2/2018

Title:

Resolution Approving the Announcement of Mayoral Appointments

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution of Approval	Cover Memo/Letter



**CITY OF BEACON CITY
COUNCIL**

Resolution No. _____ of 2018

**RESOLUTION REGARDING ANNOUNCEMENT OF
APPOINTMENTS**

WHEREAS, under the City of Beacon City Charter, the Mayor has the absolute discretion to make certain appointments, which are subject to the consent of the City Council.

NOW THEREFORE BE IT RESOLVED, the City Council hereby sets as its policies and procedures regarding the announcement of appointments of department heads, the retention of new outside consultants for planning, engineering and legal and other personnel as the Council may decide, the following policy:

- 1) After a discussion of an appointment of a) a department head; b) new consultant for planning, engineering or city attorney; c) promotion to Police Lieutenant or Captain; and d) such other personnel as the Council may decide, during Executive Session, if the City Council is in concurrence to proceed with the appointment/promotion at its next regularly scheduled meeting, that after coming out of the Executive Session, the Mayor shall identify the name and position of the person being considered for appointment/promotion at the next Council meeting; and
- 2) After such name has been announced by the Mayor at the conclusion of the Executive Session in the public session, any Council member is free to discuss that said individual is being appointed/promoted, recognizing that certain matters discussed concerning the decision to hire the individual, including personnel files, may not be discussed in public and any Council member who wishes to discuss the particulars of a specific employee shall first confirm the discussion of same is appropriate with the City Administrator.

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

City of Beacon Council Agenda
4/2/2018

Title:

Approval of Amendment to Contract With Kearny Realty & Development Group, Inc.

Subject:

Background:

ATTACHMENTS:

Description

Resolution

Back-up

Type

Cover Memo/Letter

Cover Memo/Letter



**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2018

**RESOLUTION RATIFYING AMENDMENT
TO CONTRACT WITH
KEARNEY REALTY & DEVELOPMENT GROUP, INC.**

BE IT RESOLVED, that the City Council of the City of Beacon hereby ratifies and approves of the attached amendment to the Contract of Sale duly executed by the City Administrator with the full knowledge and consent of the City Council, amending the October 6, 2016 Contract between the City of Beacon and The Kearney Realty & Development Group, Inc. regarding the purchase of certain land adjacent to City Hall.

Resolution No. _____ of 2018			Date: <u>April 2, 2018</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							

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the “Amendment”) is made this 28th day of March, 2018 (the “Contract Date”), by and among the CITY OF BEACON, a municipal corporation with its principal offices at One Municipal Plaza, Beacon, New York 12508 (“Seller”), THE KEARNEY REALTY & DEVELOPMENT GROUP INC., a New York corporation, having an address at 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (“Purchaser”), and WEST END LOFTS HOUSING DEVELOPMENT FUND COMPANY, a New York not-for-profit corporation, as nominee for WEST END LOFTS LIMITED PARTNERSHIP, a New York limited partnership (collectively “West End Lofts”).

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 6, 2016 (the “Purchase Contract”), pursuant to which Purchaser agreed to purchase, and Seller agreed to sell, a certain parcel of vacant land, generally referred to on the Tax Map of the City of Beacon as Parcel Number 130200-5954-26-688931 and a portion of Parcel Number 130200-5954-26-708967, as further described in the Purchase Contract; and

WHEREAS, Purchaser desires to amend certain provisions set forth in the Purchase Contract; and

WHEREAS, Purchaser desires to assign Purchaser’s right to acquire title to Parcel “B” to West End Lofts; and

WHEREAS, all undefined capitalized terms used herein shall have the meanings assigned such terms in the Purchase Contract;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Purchase Contract is hereby amended as follows:

1) Property Description. Schedule A to the Purchase Contract is hereby replaced with Schedule A attached hereto to reflect the omission of a certain +/- 2,400 sq. ft. triangle shaped parcel of property, more particularly described in Schedule B hereto (the “Triangle Parcel”), which parcel is subject to a reverter right held by the New York State Department of Transportation (the “Reverter Right”).

2) Property Conveyance. Except as provided below, in accordance with paragraph 14 of the Purchase Contract, Purchaser assigns its rights and obligations under the Purchase Contract solely with respect to Parcel “B” to West End Lofts, and West End Lofts hereby assumes all rights and obligations under the Purchase Contract with respect to Parcel “B.” Notwithstanding the foregoing, West End Lofts does not assume any obligations under the Purchase Contract which survive the Closing, with the exception of the provisions of Section 5 of this Amendment. Purchaser shall remain obligated to Seller for all post-Closing obligations with respect to the Property (including, for the avoidance of doubt, Parcel “B”), and Seller agrees that it will pursue any and all rights and remedies it may have under the Purchase Contract or this Amendment following Closing solely against the Purchaser, with the exception of the provisions of Section 5 of this Amendment.

3) Purchase Price Allocation. In accordance with Section 4 of Schedule B to the Purchase Contract, Seller and Purchaser agree that \$325,000 of the Purchase Price shall be allocated to Parcel "A" and \$875,000 of the Purchase Price shall be allocated to Parcel "B".

4) Parcel "B" Deed Restrictions. (a) Section 12 of Schedule B to the Purchase Contract is hereby amended to more particularly reflect the affordability restrictions imposed by the New York State Division of Housing and Community Renewal ("DHCR") on Parcel "B" as follows:

"The Property is being sold upon the condition that all or any part thereof shall not be used as a used car lot, junkyard or for any other dangerous, noxious or offensive purpose or establishment whatsoever. Use of Parcel "B" shall be restricted, for the period of time described below, to two residential buildings (and associated improvements) containing an aggregate of seventy-two (72) affordable housing units, fifty (50) of which shall be occupied by individuals and households with a combined annual income equal to 60% or less of the Dutchess County Area Median Income ("AMI"), and the remainder of which shall be occupied by individuals and households with a combined annual income between 60% and 117% of AMI, together with one (1) unit for a resident superintendent. The owner of Parcel "B" shall also provide a preference for occupancy of the fifty (50) units set aside at or below 60% of AMI by persons involved with artistic activities. The use restrictions set forth in this Section 12 shall encumber Parcel "B" until the earlier to occur of (a) the fiftieth (50th) anniversary of the date the property is placed in service for purposes of Section 42 of the of the United States Internal Revenue Code, or (b) the date Parcel "B" is acquired by foreclosure or an instrument in lieu of foreclosure."

(b) Section 14 of Schedule B to the Purchase Contract is hereby amended to comply with the requirements of DHCR and the financing sources for the Parcel "B" improvements as follows:

"The Purchaser must obtain a building permit for the improvements to Parcel "A" (the issuance of such permit not to be unreasonably withheld, conditioned or delayed by Seller) prior to the issuance of a final Certificate of Occupancy for the first building completed on Parcel "B"."

5) Acquisition of Triangle Parcel by West End Lofts. West End Lofts agrees that, in the event a waiver of the Reverter Right is obtained within six (6) months of the date hereof, West End Lofts shall file an amended subdivision map with the Dutchess County Clerk and acquire title to the Triangle Parcel from Seller, for no consideration, and shall construct the improvements to the Triangle Parcel in accordance with the alternative site plan for Parcel "B" approved by the City of Beacon Planning Board prior to the date of this Amendment. The provisions of this Section 5 shall survive the conveyance of title to Parcel "B" to West End Lofts; provided however, that, (a) in the event a waiver of the Reverter Right is not obtained within six (6) months of the date hereof, or (b) West End Lofts is not able to take title to the Triangle Parcel within seven (7) months of the date hereof for any reason outside of the reasonable control of West End Lofts, the provisions of this Section 5 shall become null and void and West End Lofts, shall not have any obligations to the Seller under this Section 5.

6) Effect on Purchase Contract. All terms and conditions of the Purchase Contract shall remain in full force and effect as written except as expressly modified by this Amendment.

7) Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Signature page follows.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first above set forth.

CITY OF BEACON

By: 

Anthony Ruggiero, City Administrator

THE KEARNEY REALTY &
DEVELOPMENT GROUP INC.

By: _____

Kenneth Kearney, President

WEST END LOFTS HOUSING
DEVELOPMENT FUND COMPANY, INC.

WEST END LOFTS LIMITED
PARTNERSHIP

By: West End Lofts Associates, LLC, its
Managing General Partner

By: _____

Christa Hines, Treasurer

By: _____

Kenneth Kearney, Manager

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first above set forth.

CITY OF BEACON

By: _____
Anthony Ruggiero, City Administrator

THE KEARNEY REALTY &
DEVELOPMENT GROUP INC.

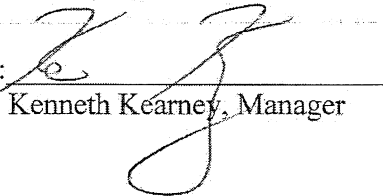
By:  _____
Kenneth Kearney, President

WEST END LOFTS HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: _____
Christa Hines, Treasurer

WEST END LOFTS LIMITED
PARTNERSHIP

By: West End Lofts Associates, LLC, its
Managing General Partner

By:  _____
Kenneth Kearney, Manager

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first above set forth.

CITY OF BEACON

THE KEARNEY REALTY &
DEVELOPMENT GROUP INC.

By: _____
Anthony Ruggiero, City Administrator

By: _____
Kenneth Kearney, President

WEST END LOFTS HOUSING
DEVELOPMENT FUND COMPANY, INC.

WEST END LOFTS LIMITED
PARTNERSHIP

By: West End Lofts Associates, LLC, its
Managing General Partner

By: Christa Hines
Christa Hines, Treasurer

By: _____
Kenneth Kearney, Manager

Schedule A

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, being known and designated as Proposed Lots Number 1 and 2 on a certain subdivision map entitled "Final Plat prepared for The West End Lofts, etc.," dated March 21, 2018, filed in the office of the Dutchess county Clerk on March 27, 2018 as Map Number 9899A, said Lot being more particularly bounded and described as follows:

BEGINNING at a point in the southeasterly line of Beekman Street as presently laid out at the intersection of the division line between lands of the Grantor herein formerly lands of the City of Beacon known formerly as Main Street on the south and lands now or formerly of Central Hudson Electric and Gas on the north.

THENCE along said lands now or formerly of Central Hudson Electric and Gas North 88°24'30" East a distance of 99.97'; to lands of the City of Beacon;

THENCE said lands the following bearings and distances:

South 27°05'43" West a distance of 128.53';
South 06°28'35" West a distance of 56.01';
South 35°00'00" East a distance of 34.67'
South 82°17'55" East a distance of 164.54' and
South 51°15'26" East a distance of 64.50' to a point in the northwesterly line of Wolcott Avenue (aka Route 9D) as presently laid out;

THENCE along said line of Wolcott Avenue the following bearings and distances:

South 42°01'30" West a distance of 143.00';
South 44°14'19" West a distance of 133.01' and
South 42°17'27" West a distance of 221.65' to lands now or formerly of the Reformed Church of Beacon;

THENCE along same N 50°07'23" W a distance of 198.84' to a point in the line of Lot 1 as shown on said filed map no. 9899;

THENCE along the line of said Lot 1 of filed map no. 9899 North 41°16'37" East a distance of 235.87' and North 35°00'00" West a distance of 135.07' to lands now or formerly of DMS Consolidators, Ltd. formerly being a portion of Beekman Street;

THENCE along same North 47°03'30" West a distance of 38.75' to a point on a curve in said southeasterly line of Beekman Street through which point a radial bears South 35°56'48" East;

THENCE along a curve to the left having a radius of 493.37', a central angle of 12°15'54", an arc length of 105.61' to a point of tangency;

THENCE continuing along said southeasterly line of Beekman Street as currently laid out North 41°47'18" East a distance of 81.95' and North 38°09'31" East a distance of 63.67' to the point and place of BEGINNING.

Schedule B

Beginning at a point in the northwesterly line of Wolcott Avenue (aka Route 9D) as presently laid out, at the intersection of the division line between Lot 1 as shown on a map entitled "Final Plat prepared for the West End Lots, etc.," filed in the Office of the Dutchess County Clerk on March 27, 2018 as Map No. 9899A on the south and the herein described parcel being lands of the City of Beacon on the north;

Thence from said point of beginning along said division line N 51°15'26" W a distance of 64.50' to a point;

thence through lands of the grantor herein S 82°17'55" E a distance of 71.64' and S 51°15'26" E a distance of 5.24' to a point in said northwesterly line of Wolcott Avenue;

thence along same S 42°01'30" W a distance of 37.00' to the point and place of beginning.

Containing 1,288 square feet or 0.0300 acres

City of Beacon Council Agenda
4/2/2018

Title:

Adoption of a Local Law to Create Section 223-26.4 in the City Code Concerning Short-Term Rentals

Subject:

Background:

ATTACHMENTS:

Description

Resolution

Type

Cover Memo/Letter



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. _____ OF 2018

**A RESOLUTION TO ADOPT A LOCAL LAW TO CREATE CHAPTER 223, SECTION 26.4 OF
THE CODE OF THE CITY OF BEACON CONCERNING SHORT-TERM RENTALS**

NOW, THEREFORE, BE IT RESOLVED, that the City Council in accordance with 6 NYCRR Part 617 and upon review of Short Environmental Assessment Form and all other materials prepared, hereby adopts a Negative Declaration for the proposed action.

BE IT FURTHER RESOLVED, that the Beacon City Council hereby adopts a local law to create Chapter 223, Section 26.4 of the Code of the City of Beacon concerning Short-Term Rentals.

Resolution No. _____ of 2018			Date: <u>April 2, 2018</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					
		John Rembert					
		Lee Kyriacou					
		George Mansfield					
		Jodi McCredo					
		Amber Grant					
		Mayor Randy Casale					
Motion Carried							

City of Beacon Council Agenda
4/2/2018

Title:

Approval of Minutes from March 19, 2018

Subject:

Background:

ATTACHMENTS:

Description

Minutes_March_19_2018

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 March 19, 2018 at 7:00 PM. Please note that the video recording of this meeting is available at www.cityofbeacon.org.

Council Members Present:

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

Council Members Absent/Excused:

Randy Casale, Mayor

Also Present:

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

A moment of silence was observed for all those who are fighting for freedom and justice around the world.

First Opportunity for Public Comments: Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those, which are the topic of a public hearing tonight.

Speakers:

John Gilvey
Arthur Camins
Samantha Britton
Elaine Ciaccio
Theresa Kraft

Public Hearings:

- **Public Hearing to receive public comment on a proposed Local Law to amend Chapter 204 of Code of the City of Beacon, concerning Tree Preservation and Tree Removal**

Speakers:

Theresa Kraft
Stosh Jankowski

- Councilmember Kyriacou motioned to adjourn Public Hearing until April 16, Councilmember Grant seconded
 - All in favor, motion passed

- **Public Hearing to receive public comment on a proposed Local Law to amend Chapter 106, Article I of Code of the City of Beacon to amend the Sustainable Energy Loan Program in the City of Beacon**
 - Councilmember Kyriacou motioned to adjourn Public Hearing until April 2, Councilmember Nelson seconded
 - All in favor, motion passed

Council Member Reports:

Amber Grant: see attached

John Rembert: No report

Lee Kyriacou: Would like to extend building moratorium until the two zoning laws are done

George Mansfield: Announced that on 3/26 Sunlight Beacon will give a presentation about the solar field. Thanked organizers of the Lip Sync Battle and all who supported it.

Jodi McCredo: “Music in Our Schools” event was phenomenal – congratulated all who put it together. Grateful for correspondence from constituents and reminded public that they need to also contact state representatives as many issues are out of the City Council’s control. Supports extension of moratorium. Looking for information on how much water we can process and how is the WWTP handling it all.

Terry Nelson: Thanked participants in the Lip Sync Battle. Supports moratorium extension. Renters rights – would like to look out for renters moving forward and protect their rights. Walkout at Rombout School – thanked school staff and Beacon Police Dept for support and management of event.

Mayor Randy Casale: excused

Anthony Ruggiero: Reservoirs Cargill and Melzingah are full. Mt Beacon is down 4 feet. SCADA system is in place at water plant and allows personnel to monitor remote locations and capture water data and trends.

Nick Page: Environmental report – a resolution was submitted to the County pledging it to become a Climate Smart Community. Community Choice Aggregation (CCA) was approved on Friday by the Public Service Commission. Poughkeepsie also approved CCA. Community solar information.

Resolutions, Ordinances and Local Laws:

1. **Resolution to appoint Manuel Galarza as Groundskeeper/Cleaner in the City of Beacon Highway Department**
 - * Motion by Councilmember Nelson, second by Councilmember McCredo
 - * 6-0, (Mayor Casale excused) motion carried
2. **Resolution to adopt a local law to amend Chapter 134 and Chapter 223, Section 24.7 of the Code of the City of Beacon concerning Historic Preservation.**
 - * Adjourned

- 3. Resolution to authorizing the Beacon City Council to enter into an agreement with the Energy Improvement Corporation in connection with the City of Beacon's participation in the Energize NY Benefit Finance Program**
 - * Motion by Councilmember McCredo, second by Councilmember Grant
 - * 6-0, (Mayor Casale excused) motion carried
- 4. Resolution to authorize renewal of Farmers Market contract**
 - * Motion by Councilmember Kyriacou, second by Councilmember Grant
 - * 6-0, (Mayor Casale excused) motion carried
- 5. Resolution to authorize renewal of Flea Market**
 - * Motion by Councilmember Nelson, second by Councilmember McCredo
 - * 6-0, (Mayor Casale excused) motion carried
 - * Motion by Councilmember McCredo to adopt amended local law concerning Tree Preservation and Removal, second by Councilmember Rembert
 - * 6-0, (Mayor Casale excused) motion carried
- 6. Resolution authorizing easement agreements regarding West End Lofts Project on Wolcott Avenue**
 - * Motion by Councilmember Nelson, second by Councilmember Grant
 - * 6-0, (Mayor Casale excused) motion carried
- 7. Resolution authorizing a temporary easement with Central Hudson Gas and Electric Corporation at 52 Pumphouse Road**
 - * Motion by Councilmember Nelson, second by Councilmember McCredo
 - * 6-0, (Mayor Casale excused) motion carried
- 8. Resolution authorizing sale of 23-28 Creek Drive in the City of Beacon**
 - * Motion by Councilmember Grant, second by Councilmember Nelson
 - * 6-0, (Mayor Casale excused) motion carried
- 9. Resolution to schedule a public hearing on April 16, 2018 to receive public comment on a Special Use Permit application for 307 multi-family dwelling units for the Edgewater Project**
 - * Motion by Councilmember Rembert, second by Councilmember McCredo
 - * 6-0, (Mayor Casale excused) motion carried
- 10. Resolution to schedule a public hearing on April 16, 2018 to receive public comment on a proposed local law for the Calculation of Lot Area per Dwelling**
 - * Motion by Councilmember Nelson, second by Councilmember Kyriacou
 - * 6-0, (Mayor Casale excused) motion carried

Approval of Minutes

Minutes from March 5, 2018

- * Motion by Councilmember Kyriacou, second by Councilmember Grant
 - * All in favor, motion carried

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: Dan Aymar-Blair
Stosh Jankowski

Executive Session

- * Motion by Councilmember Kyriacou to enter executive session, second by Councilmember McCredo
 - * All in favor, motion carried
- * Motion by Councilmember McCredo to come out of executive session, second by Councilmember Kyriacou
 - * All in favor, motion carried
- * Motion by Councilmember Kyriacou to add item to the agenda- Resolution to appoint Cory Dubetsky as Firefighter in the City of Beacon Fire Department effective April 1, 2018, second Councilmember McCredo
 - * All in favor, motion carried
- * Motion by Councilmember McCredo to approve the appointment of Cory Dubetsky as Firefighter in the City of Beacon Fire Department effective April 1, 2018
 - * All in favor, motion carried

Adjournment:

- * Motion by Councilmember Grant, second by Councilmember Nelson
 - * All in favor, motion carried

Next Meeting: April 2, 2018 at 7:00 PM

City of Beacon Council Agenda
4/2/2018

Title:

Budget Amendments

Subject:

Background:

ATTACHMENTS:

Description
04/02Amend

Type
Cover Memo/Letter

Council Budget Amendments
April 2, 2018 Meeting

1. Amend the 2018 Sewer Fund Budget to cover the costs of emergency repairs on the South Sewer Interceptor lines due to tree root damage. Below is the proposed budget amendment:

Transfer to:

G -08-8130-447211-	PROJECTS	<u>\$ 133,329</u>
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Transfer from:

G -00-0000-090900-	FUND BALANCE	\$ 58,329
G -01-1990-400001-	CONTINGENCY FUND	<u>75,000</u>
	Total	<u>\$ 133,329</u>

2. Amend the 2018 General Fund Budget to provide for the costs of hiring a part-time Deputy City Clerk. Below is the proposed budget amendment:

Transfer to:

A -01-1410-101000-	REGULAR SALARIES	\$ 12,831
A -01-1410-820000-	SOCIAL SECURITY	<u>982</u>
	Total	<u>\$ 13,813</u>

Transfer from:

A -01-1990-400001-	CONTINGENCY FUND	<u>\$ 13,813</u>
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Respectfully submitted,
Susan K. Tucker CPA