



CITY OF BEACON
One Municipal Plaza
Beacon, New York 12508

Mayor Randy Casale
Councilman Lee Kyriacou, At Large
Councilman George Mansfield, At Large
Councilwoman Peggy Ross, Ward 1
Councilman Omar Harper, Ward 2
Councilwoman Pam Wetherbee, Ward 3
Councilman Ali Muhammad, Ward 4
City Administrator Anthony Ruggiero

December 5, 2016
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:

- a. 2017 Budget
- b. Local Law to Amend Chapter 211 of the Code as it Relates to Parking at Municipal Buildings
- c. Local Law to Amend the Code as it Relates to the Definition of Basement and Story

Reports:

Council Member Ali Muhammad
Council Member Omar Harper
Council Member Lee Kyriacou
Council Member George Mansfield
Council Member Pam Wetherbee
Council Member Peggy Ross
City Administrator, Anthony Ruggiero
County Legislators
Mayor Randy Casale

Local Laws and Resolutions:

- a. Resolution to Adopt the 2017 Budget for the City of Beacon
- b. Resolution to Adopt a Local Law to Amend the Code as it Relates to Parking at Municipal Buildings
- c. Resolution to Adopt a Local Law to Amend Chapter 223 of the Code as it Relates to the Definitions of Story and Basement
- d. Resolution to Adopt a Local Law to Create a New Chapter of the City Code Concerning the Safe Storage and Display of Firearms
- e. Resolution to Adopt a Local Law to Amend the Code as it Relates to Unmetered Water
- f. Resolution to Schedule a Public Hearing for January 16, 2017 to Receive Comments Concerning a Local Law to Establish a Community Choice Aggregation Program in the City of Beacon

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
2017
TENTATIVE BUDGET SUMMARY**

ARTICLE NO. 362 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEACON THAT THE FOLLOWING SUM COMPRISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR 2017 BE AND THE SAME IS HEREBY APPROPRIATED TO MEET THE AMOUNT OF MONEY FOR THE YEAR 2017.

DATE:	December 5, 2016		0% increase	10% increase
		<u>GENERAL</u>	<u>WATER</u>	<u>SEWER</u>
APPROPRIATIONS		19,653,153	3,266,601	3,988,483
TOTAL REVENUE		9,170,954	3,266,601	3,988,483
BALANCE OF APPROPRIATIONS		10,482,199	-	-
ADDITIONAL FUNDING NEEDED (Part of tax levy)				
(Will be fund balance appropriation)				
Appropriated from Debt Reserve				
Appropriated from Fund Balance				
		(162,980)	-	-
Tax Levy:		10,319,219		
Allowable levy at tax cap	10,319,219			
EXCESS LEVY PER TAX CAP	-			
Adjusted Tax Levy Distribution		HOMESTEAD	NON-HOMESTEAD	TOTALS
		7,285,080	3,034,139	10,319,219
Base Proportion:		70.597200	29.402800	100.00
Rates:		2017 Tax Rates	8.609434	13.169829
		2016 Tax Rates	8.824090	13.226270
		Percentage Increase	-2.4326%	-0.4267%
Assessed Values:				
12/5/16 - FINAL ROLL		846,174,024	230,385,626	1,076,559,650
12/7/15 - FINAL ROLL		817,959,464	224,589,575	1,042,549,039
		Percentage Increase/(Decrease)	3.45%	2.58%
		Dollar change	28,214,560	5,796,051
				34,010,611

LOCAL LAW NO. ____ OF 2016

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW AMENDING
CHAPTER 211 OF THE CODE OF THE CITY OF BEACON

A LOCAL LAW to amend Chapter 211, Article III of the City Code concerning Parking, Standing and Stopping.

A LOCAL LAW to amend Chapter 211, Article III of the Code of the City of Beacon concerning Parking, Standing and Stopping.

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

Section 1. Chapter 211, Section 14.2 of the Code of the City of Beacon entitled “Parking at Municipal” is hereby amended as follows:

§ 211-14.2. Parking at ~~Municipal Center~~ Buildings

A. The following rules are hereby enacted to apply at the Municipal Center

- (1) ~~A.~~ Parking shall be allowed in designated spaces only and is limited to four hours except for employees of the City of Beacon.
- (2) ~~B.~~ The space marked “Judge Only - Tow Away Zone” is hereby reserved for the City Judge or Acting City Judge or Assistant City Judge. Anyone else who parks there shall be towed at the vehicle owner’s expense. The towing expenses shall be in addition to the penalties contained in § 211-20.
- (3) ~~C.~~ The space marked “Mayor Only” is hereby reserved for the Mayor. Anyone else who parks there shall be towed at the vehicle owner’s expense. The towing expenses shall be in addition to the penalties contained in § 211-20.
- (4) The space marked “City Administrator Only” is hereby reserved for the City Administrator. Anyone else who parks there shall be towed at the vehicle owner’s

expense. The towing expenses shall be in addition to the penalties contained in § 211-20.

~~(5) D.~~ The spaces marked “Two hour parking” shall be enforced so that any vehicle parked in said space for more than two hours shall be subject to the penalties in § 211-20.

B. The following rules are hereby enacted to apply at the Recreation Center

- (1) Parking shall be allowed for Recreation Center business only.
- (2) It shall be unlawful to park any vehicle overnight at the Recreation Center except for employees of the City of Beacon and other authorized vehicles.
- (3) Any vehicle in violation of this subsection shall be subject to the penalties contained in § 211-20.

Section 2. Ratification, Readoption and Confirmation

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

Section 3. Numbering for Codification

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

Section 4. Severability

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

Section 5. Effective Date

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

LOCAL LAW NO. ____ OF 2016

**CITY COUNCIL
CITY OF BEACON
PROPOSED LOCAL LAW AMENDING
CHAPTER 223 OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend
Chapter 223 of the City Code
concerning Zoning

A LOCAL LAW to amend Chapter 223 of the Code of the City of Beacon concerning Zoning.

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

Section 1. Chapter 223, Section 63 of the Code of the City of Beacon, entitled “Definitions” is hereby amended as follows:

§ 223-63. Definitions

...

BASEMENT

That portion of a building wholly or partly underground, which extends no more than four feet above the adjoining finished grade below grade plane. The word "basement" includes the word "cellar." A basement shall be counted as a “story above grade plane” as defined in the International Residential Code.

...

STORY

That portion of a building included between the surface of any floor and the surface of the floor next above it or, if there is no floor above it, then the space between the floor and the top of the ceiling beams next above it. A basement shall be counted as a "story" if ~~the ceiling is more than four feet above the level from which the height of the building is measured or if it is used for business purposes or for dwelling purposes by other than a~~

~~janitor or watchman~~ it is a “story above grade plane” as defined in the International Residential Code.

Section 2. Ratification, Readoption and Confirmation

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

Section 3. Numbering for Codification

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

Section 4. Severability

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

Section 5. Effective Date

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

State Environmental Quality Review
NEGATIVE DECLARATION
 Notice of Determination of Non-Significance

Project Number: _____

Date: December 2, 2016

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Beacon City Council, as Lead Agency, has determined that the proposed action described below will not have a significant adverse effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Amendments to Chapter 223 of the City Zoning Code regarding the definition of "basement" and "story."

SEQR Status:

Type I _____

Unlisted X

Conditioned Negative Declaration:

Yes _____

No X

Description of Action:

The Proposed Action involves amendment to Chapter 223 of the City Zoning Code regarding the definition of "basement" and "story." The proposed local law amends section 223-63 of the City of Beacon Zoning Code to eliminate any conflict between Beacon's local laws and State regulations. Starting in October 2016, the State will use the definitions provided in the International Residential Code (the State Residential Code will no longer be used). The amendments include the same definition for basement and story as used by the International Residential Code ("IRC"). These amendments will ensure that there is no longer a conflict between the City Zoning Code and the standard followed by the State. Further, these amendments do not conflict with other sections of the City Zoning Code.

Location: City of Beacon, Dutchess County

Reasons Supporting the Determination:

COULD THE PROPOSED ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING:

- 1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems?** The proposed City Code amendments will not result in any significant adverse impacts to air quality, surface or ground water quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, the potential for erosion, drainage, or cause flooding problems because the local law only amends the definition of “basement” and “story” to mimic the definitions provided in the IRC. The definitions only change what constitutes a basement for the purpose of measuring the height of a building in stories. Therefore, adverse environmental impacts will not result from implementation of the Proposed Action.
- 2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources, or community or neighborhood character?** The proposed City Code amendments will not result in any significant adverse impacts to aesthetic, agricultural, archaeological, historic, or other natural or cultural resources, or community or neighborhood character because the amendments only change the definitions of the terms “basement” and “story.” The amendments will impact when a basement constitutes a “story” for the purpose of measuring building height. The local law adopts the language provided by the State in the IRC. The City of Beacon has previously used the State’s definition of basement to measure building height. The amendments to Chapter 223 eliminate any conflict between the Beacon’s local law and State regulations. Therefore, adverse environmental impacts will not result from implementation of the Proposed Action.
- 3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species?** The proposed City Code amendments will not result in any significant adverse impacts to vegetation, fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species. The local law amends existing definitions within the City of Beacon Zoning Code. Therefore, adverse environmental impacts will not result from implementation of the Proposed Action.
- 4. A community’s existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources?** The proposed City Code amendments will not result in any significant adverse impacts to officially adopted plans or goals of the City of Beacon, nor will they result in any significant adverse changes in use or intensity of use of land or natural resources. The City Building Department has used the State’s definition of basement for at least the past twenty years. The local law corrects any discrepancies between the City’s local laws and the State’s law. Therefore, adverse environmental impacts will not result from implementation of the Proposed Action.
- 5. Growth, subsequent development, or related activities likely to be induced by the proposed action?** The proposed City Code amendments will not induce growth, subsequent development, or related activities because the local law amends existing definitions of “basement” and “story” for the purpose of measuring building height to ensure compliance with other zoning provisions in the City Code. Therefore, adverse environmental impacts will not result from implementation of the Proposed Action.
- 6. Long term, short term, cumulative, or other effects not identified in #1 through #5 above?** The proposed City Code amendments will not result in any significant adverse long-term, short-term, cumulative or other effects not identified in #1 though #5 above. Adverse environmental impacts will not result from implementation of the Proposed Action.
- 7. Other impacts (including changes in use of either quantity or type of energy)?** The proposed City Code Amendments will not result in any change in use of either quantity or type of energy. As discussed above, the local law only amends the definitions of “story” and “basement” to meet the requirements of the IRC. The revision to the definition of “basement” will be used to determine when a basement is an additional story for the purpose of zoning code restrictions related to building height. The law will not have any additional impacts. Therefore, adverse environmental impacts will not result from the implementation of the proposed action.

Lead Agency: City of Beacon City Council
City Hall
One Municipal Plaza
Beacon, New York 12508

For Further Information:

Contact Person: Anthony Ruggiero, City Administrator

Address: City Hall
1 Municipal Plaza
Beacon, NY 12508

Telephone Number: (845) 838-5009

For Unlisted Actions, a copy of this notice has been filed with:

The City of Beacon

**CITY OF BEACON
One Municipal Plaza
Beacon, New York 12508
(854) 838-5000**

Narrative of Purpose for Legislative Enactment of
“Local Law to Amend Chapter 223 of the Code of the City of Beacon
Concerning Zoning”

Short Environmental Assessment Form – Question #1

The general purpose of this local law is to amend the definitions of the terms “basement” and “story” in Section 223-63 of the City of Zoning Code Beacon to eliminate any conflict between Beacon’s local laws and State regulations. The City of Beacon Zoning Code sets forth maximum height requirements for buildings in each zoning district. The height is measured in both feet and stories. The State uses the definitions provided in the International Residential Code. However, there is currently a conflict between the Zoning Code and the IRC regarding when a basement must be counted as a “story.” Zoning Code section 223-63 previously stated that “a basement shall be counted as a ‘story’ if the ceiling is more than four feet above the level from which the height of the building is measured or if it is used for business purposes or for dwelling purposes by other than a janitor or watchman.” The IRC provides that “a basement shall be counted as a ‘story’ if the distance between the grade and elevation of the floor immediately above or exceeds: A) More than six feet above grade plane; B) More than six feet above the finished ground level for more than 50% of the total building perimeter; or C) More than 12 feet above the finished ground level at any point.” For at least the past twenty (20) years, the Building Department has measured the amount of stories in a residence using the definition provided in the State Code to determine whether or not a residence meets zoning requirements.

The amendments proposed in the local law reference the definition for basement and story used by the International Residential Code (“IRC”). The IRC changes every couple years, in order to accommodate future changes the local law states that “a basement shall be counted as a story above grade plane as defined in the International Code.” These amendments will ensure that there is no longer a conflict between the City Code and the standard followed by the State. Further, these amendments do not conflict with other sections of the City Zoning Code.

The law will not affect any environmental resources in the municipality. The local law amends existing definitions in the City’s Zoning Code. The terms will now be defined in the City of Beacon Code as they are in the IRC. The revision to the definition of “basement” will be used to determine when a basement is an additional story for the purpose of zoning code restrictions related to building height. Therefore, adverse environmental impacts will not result from the implementation of the proposed action.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
City of Beacon City Council			
Name of Action or Project: Local Law amending the definitions of Basement and Story in the City of Beacon Zoning Code Section 223-63			
Project Location (describe, and attach a location map): Applies to all properties located in the City of Beacon			
Brief Description of Proposed Action: The Local law will amend the definition of basement and story in Section 223-63 of the City of Beacon Zoning Code to eliminate any conflict between Beacon's local laws and State regulations. Starting in October 2016, the State will use the definitions provided in the International Residential Code (the State Residential Code will no longer be used). The amendments include the same definition for basement and story as used by the International Residential Code ("IRC"). These amendments will ensure that there is no longer a conflict between the City Code and the standard followed by the State. Further, these amendments do not conflict with other sections of the City Zoning Code.			
Name of Applicant or Sponsor: City of Beacon City Council		Telephone: (845) 838-5011	
		E-Mail: mayor@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 type="checkbox"/>
			YES <input checked="" 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 type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

<p>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)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>Mayor Randy Casale</u> Date: _____</p> <p>Signature: _____</p>		

**CITY OF BEACON
One Municipal Plaza
Beacon, New York 12508
(854) 838-5000**

**Narrative of Purpose for Legislative Enactment of
“Local Law to Amend Chapter 223 of the Code of the City of Beacon
Concerning Zoning”**

Short Environmental Assessment Form – Question #1

The general purpose of this local law is to amend the definitions of the terms “basement” and “story” in Section 223-63 of the City of Zoning Code Beacon to eliminate any conflict between Beacon’s local laws and State regulations. The City of Beacon Zoning Code sets forth maximum height requirements for buildings in each zoning district. The height is measured in both feet and stories. The State uses the definitions provided in the International Residential Code. However, there is currently a conflict between the Zoning Code and the IRC regarding when a basement must be counted as a “story.” Zoning Code section 223-63 previously stated that “a basement shall be counted as a ‘story’ if the ceiling is more than four feet above the level from which the height of the building is measured or if it is used for business purposes or for dwelling purposes by other than a janitor or watchman.” The IRC provides that “a basement shall be counted as a ‘story’ if the distance between the grade and elevation of the floor immediately above or exceeds: A) More than six feet above grade plane; B) More than six feet above the finished ground level for more than 50% of the total building perimeter; or C) More than 12 feet above the finished ground level at any point.” For at least the past twenty (20) years, the Building Department has measured the amount of stories in a residence using the definition provided in the State Code to determine whether or not a residence meets zoning requirements.

The amendments proposed in the local law reference the definition for basement and story used by the International Residential Code (“IRC”). The IRC changes every couple years, in order to accommodate future changes the local law states that “a basement shall be counted as a story above grade plane as defined in the International Code.” These amendments will ensure that there is no longer a conflict between the City Code and the standard followed by the State. Further, these amendments do not conflict with other sections of the City Zoning Code.

The law will not affect any environmental resources in the municipality. The local law amends existing definitions in the City’s Zoning Code. The terms will now be defined in the City of Beacon Code as they are in the IRC. The revision to the definition of “basement” will be used to determine when a basement is an additional story for the purpose of zoning code restrictions related to building height. Therefore, adverse environmental impacts will not result from the implementation of the proposed action.

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

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

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

Agency Use Only [If applicable]

Project:

Date:

***Short Environmental Assessment Form
Part 3 Determination of Significance***

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
City of Beacon City Council	December 1, 2016
Name of Lead Agency	Date
Anthony Ruggiero	City Administrator
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

**City of Beacon Council Agenda
12/5/2016**

Title:

Resolution to Adopt the 2017 Budget for the City of Beacon

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. adopt 2017 budget	Resolution
2017 Tent Budget Summary	Backup Material



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2016

A RESOLUTION TO ADOPT THE 2017 BUDGET FOR THE CITY OF BEACON

BE IT RESOLVED that the City Council hereby authorizes the approval of the 2017 City of Beacon budget.

Resolution No. _____ of 2016		Date: <u>December 5, 2016</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call				<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Mayor Randy Casale					
		Motion Carried					

**CITY OF BEACON
2017
TENTATIVE BUDGET SUMMARY**

ARTICLE NO. 362 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEACON THAT THE FOLLOWING SUM COMPRISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR 2017 BE AND THE SAME IS HEREBY APPROPRIATED TO MEET THE AMOUNT OF MONEY FOR THE YEAR 2017.

DATE:	December 5, 2016		0% increase	10% increase
		<u>GENERAL</u>	<u>WATER</u>	<u>SEWER</u>
APPROPRIATIONS		19,653,153	3,266,601	3,988,483
TOTAL REVENUE		9,170,954	3,266,601	3,988,483
BALANCE OF APPROPRIATIONS		10,482,199	-	-
ADDITIONAL FUNDING NEEDED (Part of tax levy)				
(Will be fund balance appropriation)				
Appropriated from Debt Reserve				
Appropriated from Fund Balance				
		(162,980)	-	-
Tax Levy:		10,319,219		
Allowable levy at tax cap	10,319,219			
EXCESS LEVY PER TAX CAP	-			
Adjusted Tax Levy Distribution		HOMESTEAD	NON-HOMESTEAD	TOTALS
		7,285,080	3,034,139	10,319,219
Base Proportion:		70.597200	29.402800	100.00
Rates:		2017 Tax Rates	8.609434	13.169829
		2016 Tax Rates	8.824090	13.226270
	Percentage Increase	-2.4326%	-0.4267%	
Assessed Values:				
12/5/16 - FINAL ROLL		846,174,024	230,385,626	1,076,559,650
12/7/15 - FINAL ROLL		817,959,464	224,589,575	1,042,549,039
	Percentage Increase/(Decrease)	3.45%	2.58%	3.26%
	Dollar change	28,214,560	5,796,051	34,010,611

City of Beacon Council Agenda
12/5/2016

Title:

Resolution to Adopt a Local Law to Amend the Code as it Relates to Parking at Municipal Buildings

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. adopt LL re municipal bldg parking	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2016

**RESOLUTION ADOPTING THE LOCAL LAW AMENDING CHAPTER 211 OF THE CODE
OF THE CITY OF BEACON AS IT RELATES TO PARKING AT MUNICIPAL BUILDINGS**

BE IT RESOLVED, that the City Council of the City of Beacon hereby adopts the local law amending Chapter 211 of the Code of the City as it relates to parking at municipal buildings.

Resolution No. ____ of 2016		Date: <u>December 5, 2016</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call				<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
		Motion Carried					

City of Beacon Council Agenda
12/5/2016

Title:

Resolution to Adopt a Local Law to Amend Chapter 223 of the Code as it Relates to the Definitions of Story and Basement

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. adopt local law basement and story	Resolution



**CITY COUNCIL
CITY OF BEACON**

RESOLUTION NO. ____ OF 2016

**RESOLUTION ADOPTING A NEGATIVE DECLARATION WITH REGARD TO A LOCAL
LAW AMENDING CHAPTER 223 OF THE CITY OF BEACON ZONING CODE**

WHEREAS, the City of Beacon is considering the adoption of a Local Law amending Chapter 223 of the City of Beacon Zoning Code to revise the definitions of the terms “basement” and “story” (the “Proposed Action”); and

WHEREAS, the City of Beacon Zoning Code sets forth maximum height requirements for buildings in each zoning district in both feet and stories; and

WHEREAS, there is currently a conflict between the City of Beacon Zoning Code and the New York State definition of “basement” provided in the International Residential Code (“IRC”) regarding when a basement must be counted as a story for purposes of measuring building height; and

WHEREAS, the proposed local law eliminates any conflict between the definitions of “basement” and “story” in the City of Beacon Zoning Code and the IRC; and

WHEREAS, the City Council of the City of Beacon has determined the proposed action to be an Unlisted Action under the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the City Council referred the Proposed Action to the Dutchess County Planning Board and the County Planning Board had indicated that it has no comments regarding the Proposed Action; and

WHEREAS, the City Council duly held a public hearing on the Proposed Action at its meeting on November 7, 2016; and

WHEREAS, the City Council reviewed the attached Short Environmental Assessment Form and finds that adoption of the proposed Local Law will not have any significant adverse impacts on the environment.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council, hereby adopts the attached Negative Declaration for the proposed action.

Resolution No. _____ of 2016		Date: <u>December 5, 2016</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call				<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

City of Beacon Council Agenda
12/5/2016

Title:

Resolution to Adopt a Local Law to Create a New Chapter of the City Code Concerning the Safe Storage and Display of Firearms

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. adopt LL safe storage of guns	Resolution
LL Safe Gun Storage 12-01-16	Local Law



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2016

**RESOLUTION ADOPTING A LOCAL LAW TO CREATE A NEW CHAPTER OF THE CODE
RELATING TO THE SAFE STORAGE AND DISPLAY OF FIREARMS**

BE IT RESOLVED, that the City Council of the City of Beacon hereby adopts a local law creating a new Chapter 174 relating to the safe storage and display of firearms.

Resolution No. _____ of 2016		Date: <u>December 5, 2016</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call				<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
		Motion Carried					

LOCAL LAW NO. ____ OF 2016

**CITY COUNCIL
CITY OF BEACON
PROPOSED LOCAL LAW CREATING
CHAPTER 174 OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to create Chapter 174 of the City Code concerning Safe Storage and Display of Firearms

A LOCAL LAW to create Chapter 174 of the Code of the City of Beacon concerning Safe Storage and Display of Firearms.

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

Section 1. Chapter 174, Safe Storage and Display of Firearms is hereby added as follows:

174-1 Purpose.

The City Council hereby finds that the storage, possession and display of firearms in the City of Beacon require the regulation thereof in the public interest, convenience and necessity. In addition, the presence of an unsecured, easily accessible loaded firearm in the home increases the likelihood of death or injury from accidents or impulsive acts. Guns left unattended in the home should be kept locked or stored securely to prevent access by children and others who should not have access to them. Gun owners are responsible for keeping their firearms from falling into the hands of children and other unauthorized individuals.

174-2 Definitions.

Unless otherwise expressly stated, whenever used in this article, the following words shall have the meaning given to them by this section when used herein:

FIREARM

Any weapon from which a shot is discharged by force of an explosive, or a weapon which acts by force of gunpowder, and shall include any weapon capable of being

loaded with powder, ball or ammunition, and shall include any weapon which is otherwise capable of being loaded with powder, ball or ammunition, whether completed, assembled or from which any part or piece has been removed therefrom.

PERSON

Any person, firm, partnership, association, corporation, company or organization of any kind.

SAFE STORAGE DEPOSITORY

A safe or other secure container which, when locked, is incapable of being opened without the key, combination or other unlocking mechanism and is capable of preventing an unauthorized person from obtaining access to and possession of the firearm contained therein.

174-3 Storage.

- A. Firearms for sale shall be kept secured at all times when the place in which they are held for sale is not open for business.
- B. A person who stores or leaves on premises under his or her control a loaded firearm and who knows or reasonably should know that person who may not legally have possession of a weapon is likely to gain access to a loaded firearm at a premises under the person's control must keep the firearm in a safe storage depository or render it incapable of being fired by use of a gun locking devise appropriate to that firearm.

174-4 Penalties for offenses.

Any person who shall violate or shall neglect or refuse to comply with this article or any provisions thereof, upon a first offense, shall be guilty of a violation and, upon conviction thereof, shall be punishable by a fine not exceeding \$250 or by imprisonment not exceeding 15 days. Upon a second offense or when a first offense results in injury or death, the offender shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine not exceeding \$1,000 or by imprisonment not exceeding one year, or by both such fine and imprisonment, and each day of violation shall constitute a separate offense and be subject to punishment.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, the Chapter 174 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification

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

Section 4. Severability

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

Section 5. Effective Date

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

City of Beacon Council Agenda
12/5/2016

Title:

Resolution to Adopt a Local Law to Amend the Code as it Relates to Unmetered Water

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Adopt LL Unmetered Water	Resolution
LL Water Meter	Local Law



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2016

**RESOLUTION ADOPTING A LOCAL LAW AMENDING CHAPTER 219 OF THE CODE OF
THE CITY OF BEACON AS IT RELATES TO UNMETERED WATER**

BE IT RESOLVED, that the City Council of the City of Beacon hereby adopts the local law amending Chapter 219 of the Code of the City as it relates to unmetered water.

Resolution No. _____ of 2016		Date: <u>December 5, 2016</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call				<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
		Motion Carried					

LOCAL LAW NO. ____ OF 2016

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW AMENDING
CHAPTER 219
OF THE CODE OF THE CITY OF BEACON

A LOCAL LAW to amend
Chapter 219 of the Code of the
City of Beacon concerning Water.

A LOCAL LAW to amend Chapter 219 of the Code of the City of Beacon concerning Water.

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

Section 1. Chapter 219 of the Code of the City of Beacon is hereby amended as follows:

§ 219-11. Branches.

No branch will be allowed to be inserted in any service pipe without a written permit from the City. Where branches already exist and are not provided with curb boxes, in case of default in payment of water rent by any one property owner or consumer ~~customer~~, the main service may be cut off until the back charges are paid. The City shall not be liable for damages to any other property owner or consumer who may thus be deprived of water. Backflow preventers (check valves) must be installed on all installations. The City reserves the right to set a time limit for the removal of any branch lines so that, upon reasonable notice of the imposition of said time limit, each dwelling so affected shall install a separate service line at the property owner's or consumer's expense.

§ 219-13. Alterations required by ground elevation changes.

In the event that a change in ground elevation leaves a service pipe insufficiently buried, the ~~consumer~~ property owner shall promptly lower or raise his service pipe to conform to the new ground elevation. In case the property owner ~~consumer~~ fails or neglects to make such alterations promptly, the supply of water will be shut off until the alterations are completed, and a new charge, as set forth in the schedule of rates established pursuant to § 219-29, will be made to cover the labor and expense by the City resulting from the property owner's ~~consumer's~~ failure so to do.

§ 219-14. Safety valves; liability for damages

In all places where steam boilers, hot-water tanks, refrigerating or air-conditioning units are supplied with water from the water system, the property owner or consumer must see that the plumber places a suitable safety valve, vacuum valve or other proper device to prevent damage from collapse or explosion when water is shut off. The City shall not be liable for any damage resulting from sudden shutting off of the supply of water from any steam boiler or other fixture deriving its supply from the water supply.

§ 219-15. Supply and installation of meters; ~~deposit~~

- A. The city will supply meters at the expense of the builder/owner of each property according to the rate schedule. The City reserves the right to require that a separate meter be installed for each residential unit, including separate dwelling units in mobile home parks and multiple dwellings.
- B. There will be an initial meter ~~deposit~~ charge equal to the cost of the meter to the City. All meters shall remain the property of the City of Beacon.
- C. Any property owner or owners who has/have not allowed the installation of radio read water meter as of the date of passage of this subsection shall be surcharged a penalty of ~~45~~ 25% on each and every water bill until such time as the radio read water meter has actually been installed. This penalty can be appealed for a due process hearing pursuant to Chapter **34**.
- D. The property owner or consumer shall be responsible for the maintenance, repair and replacement of all water meters. The property owner or consumer shall notify the City within five (5) business days of discovering any defect with or removal of the water meter that the owner knows of or should have known of. Failure to notify the City of an issue with the meter that the property owner or consumer is aware of or should have been aware of within five (5) business days shall constitute a violation, punishable pursuant to § 219-40 of this Chapter. The City reserves the right to inspect water meters.
- E. In any instance where a meter has been removed without authorization from the City, and such removal prevents the City from calculating water usage, the next water bill shall be charged at twice the amount of the highest water bill issued within the last two (2) years.
- F. Any unauthorized bypass of a water meter or unauthorized modification to the service pipe, meter, or meter appurtenances that results in the water meter's failure to register water usage shall constitute a violation, punishable pursuant § 219-40.

§ 219-16. Pipes to be in proper condition prior to meter installation.

- A. In the event that the pipes of the ~~property owner consumer~~ are not in proper condition for the installation, repair, or replacement of a meter, the ~~property owner customer~~ shall cause said pipes at the point at which said meter is to be installed or repaired to be put in proper condition prior to the installation, repair, or replacement of said meter at the owners expense.
- B. If, due to acts, omissions or negligence on the part of the owner, the meter becomes inoperable, the owner will be charged for the cost of the meter, unless it is determined that the meter is defective.

§ 219-18. Failure of meter to register.

- A. If a meter is out of order and fails to register, the property owner or consumer will be charged at the average consumption as shown by the meter when in order. If after 45 days of written notice from the City the water meter remains out of order due to the property owner or consumer failing to provide access or cooperating with the city in performing the repair and the water meter continues to fail to register, the property owner or consumer will be surcharged a penalty of 25% on each and every water bill until the meter is repaired and the property owner grants the City access to inspect the water meter or the City obtains a valid search warrant to be issued by a judge pursuant to § 219-35.
- B. If a property owner or consumer challenges the accuracy of the water meter, the property owner or consumer shall remove the water meter, have a temporary water meter installed at their expense and provide said water meter to the City. The City shall test the water meter to certify the accuracy of the water meter. If the water meter is found to be defective the City shall pay the costs associated with certification. If the water meter is not defective, the property owner or consumer shall pay the costs associated with certification and replacement of the water meter.

§ 219-20. Protection of pipes and fixtures

The ~~consumer~~ property owner shall protect all service pipes, meters and appurtenances from damage by frost or freezing and shall be responsible for all expenses occasioned by the repair of such damages.

§ 219-22. Notification and repair of leaks, defects or damage.

- A. The property owner or consumer shall promptly notify the City ~~promptly~~ of any leak, defect or damage affecting the service pipe between the main and the point where metered. Water leaks must be repaired promptly and within ten (10) days of discovering the water leak within 72 hours, at the consumer or owner's expense, or, after reasonable notice, service will be discontinued until such repairs are made.

B. If the City discovers the leak, the City shall promptly issue notice to the property owner or consumer of any leak, defect or damage affecting the service pipe from the main up to the structure. Water leaks must be repaired promptly and within ten (10) days of such notice, at the consumer or owner's expense, or, after reasonable notice, service shall be discontinued until such repairs are made.

§ 219-25. Notice of discontinuance

Notice, in writing, delivered to the office of the City at least 10 days prior to the termination of service date, shall be required in all cases of application for discontinuance of water service; otherwise, the property owner or consumer shall be liable for the minimum charge for the following 1/2 year.

§ 219-29. Establishment of schedule.

A. The City Administrator, subject to the approval of the City Council, shall establish, and may amend from time to time by resolution, a schedule of rates, including the following rents and charges:

(1) The minimum water rents and schedule of water rents.

(2) Service charges, such as for discontinuance of service, restoration of service, special meter readings and meter test.

(3) Meter installation charge, in addition to the deposit specified in § 219-15B.

(4) A penalty of ~~45~~ 25% on each and every water bill on property without radio read water meters until such time as the radio read water meters are actually installed.

B. The City Clerk shall assess any unpaid water billings, including interest and penalties, on the property owner's or water-consumer's upcoming tax bill as a lien against any City property owned by the property owner or ~~water~~-consumer. The City Clerk shall then accept payment of unpaid water billings in quarterly increments.

§ 219-33. Discontinuance of service for nonpayment.

In the event that any water bill is unpaid for a period of six months from the date of mailing of said bill to the property owner or consumer by the City Administrator ~~of the City of Beacon~~, the Department of Public Works is authorized and directed to discontinue the transmission of water to said property owner or consumer and is directed to shut off said water to said property consumer, and the same shall not be restored until the payment to the City of Beacon of the unpaid bill and penalties, and in addition thereto, there shall be a fee payable to the City of Beacon as set forth in the City of Beacon fee schedule,[1] to cover the cost of shutting off and restoring said water at the service line.

§ 219-35. Right of entry.

The City or its authorized agents shall have full power to enter the premises of any property consumer at all reasonable hours to install a meter, read a meter and examine the fixtures, plumbing and manner of using water. If the occupant is not present or refuses admission, the City of Beacon shall obtain a valid search warrant to be issued by a judge.

§ 219-36. Right to limit or shut off water.

The City reserves the right to limit the amount of water furnished to any property consumer should circumstances seem to warrant such action, although no limit may be stated in the application or permit for use; or said City may entirely shut off the water supply used for any manufacturing purposes, or for furnishing power, or for lawn sprinkling, car washing, outside use or as otherwise adopted by regulation of the Mayor and City Council at any time, by giving reasonable notice of such intended action; or in the case of making or constructing new work or in making repairs or in any emergency, the right is reserved to shut off the water from any property consumer without notice for as long a period as may be necessary.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, the Chapter 219 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification

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

Section 4. Severability

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

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

Section 5. Effective Date

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

City of Beacon Council Agenda
12/5/2016

Title:

Resolution to Schedule a Public Hearing for January 16, 2017 to Receive Comments Concerning a Local Law to Establish a Community Choice Aggregation Program in the City of Beacon

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Sched PH CCA program	Resolution
CCA Timeline	Backup Material
CCA Agreement	Agreement
LL CCA	Local Law



CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. _____ OF 2016

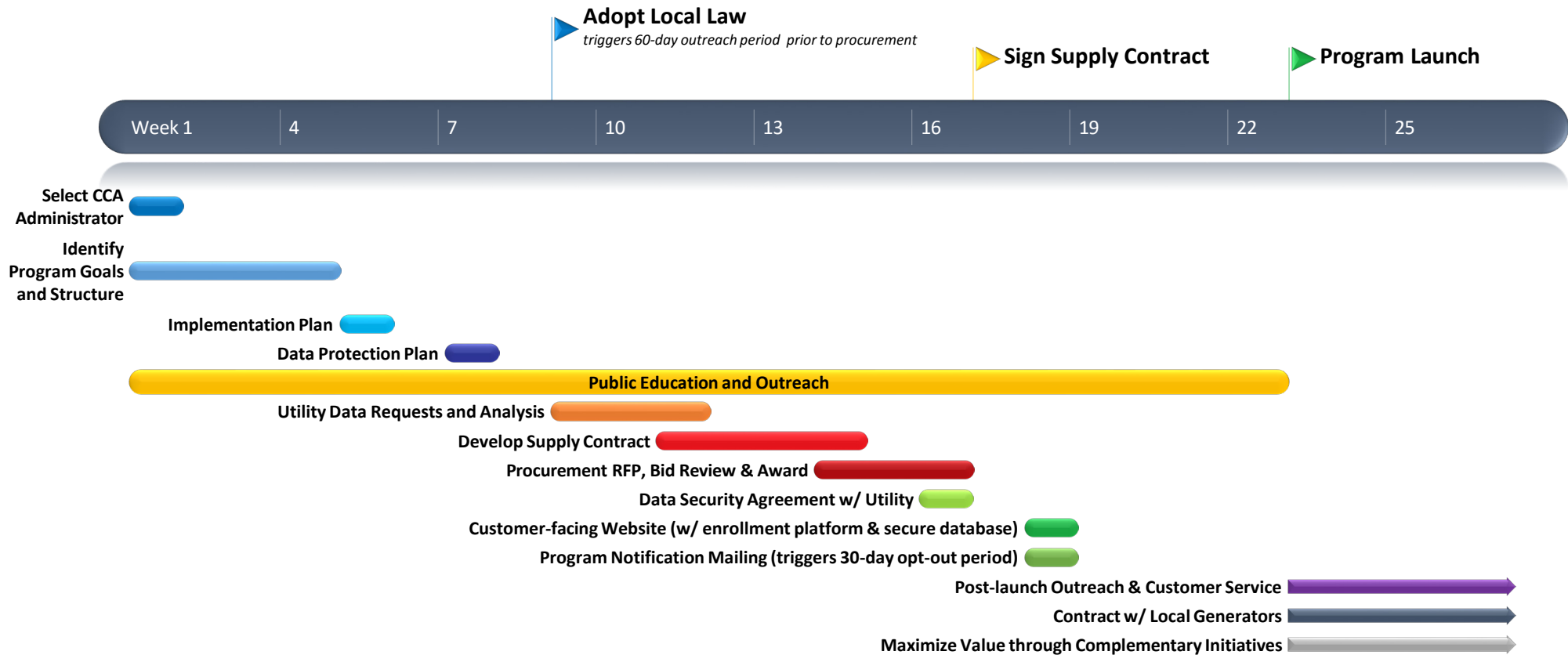
**A RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR JANUARY 16, 2017
REGARDING THE PROPOSED ESTABLISHMENT OF A COMMUNITY CHOICE
AGGREGATION PROGRAM**

BE IT RESOLVED that the City of Beacon hereby schedules a public hearing for January 16, 2017 at 7:00 p.m. at City Hall, One Municipal Plaza, Beacon, New York 12508 to receive public comments concerning the establishment of a Community Choice Aggregation Program.

Resolution No. _____ of 2016		Date: <u>December 5, 2016</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call				<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

CCA Launch Sample Timeline

The timeline outlines tasks to be completed during the timeframe leading up to a CCA launch. Municipal approval and input is needed at each step.



CCA Launch Sample Timeline

Milestones		
Week	Description	What Joule Will Do
8	Adopt Local Law (triggers 60-day outreach period prior to procurement)	Joule will deliver template, consult on modification and submission to PSC
16	Sign Supply Contract	
22	Program Launch	

Tasks		
Weeks	Description	What Joule Will Do
1	Select CCA Administrator	Joule will describe its model and offering, and provide template administration RFP
1-4	Identify Program Goals and Structure	Joule will present strategic alternatives and evaluate viability
5	Implementation Plan	Joule will deliver template, consult on modification and submission to PSC
7	Data Protection Plan	Joule will deliver template, consult on modification and submission to PSC
1-22	Public Education and Outreach	Joule will deliver and distribute materials, and make public presentations
9-11	Utility Data Requests and Analysis	Joule will prepare and submit to PSC and utility
11-14	Develop Supply Contract	Joule will deliver template and consult on modification
14-16	Procurement RFP, Bid Review & Award	Joule will deliver template, consult on selection methodology, conduct bid analysis
17	Data Security Agreement w/ Utility	Joule will consult on modification of standardized format
18	Customer-facing Website (w/ enrollment platform & secure database)	Joule will deliver on modification of standardized format
18	Program Notification Mailing (triggers 30-day opt-out period)	Joule will deliver template, consult on modification and submission to PSC
22+	Post-launch Outreach & Customer Service	Joule will deliver materials, train staff, and consult RPCC on infrastructure
22+	Contract w/ Local Generators	Joule will deliver contract structures and negotiate with developers
22+	Maximize Value through Complementary Initiatives	Joule will support RPCC design and implementation

Municipal Energy Services Agreement

This Municipal Energy Services Agreement (the “**Agreement**”) is entered into as of [date] (the “**Effective Date**”) by and between, City of Beacon, a municipal corporation of the State of New York, having its principal offices at 1 Municipal Plaze, Beacon, New York 1508 (“**Municipality**”) and Joule Assets Inc. a Delaware corporation having its principal offices at 2 Depot Plaza, Suite 402, Bedford Hills, New York 10507 (“**Joule**”)(Municipality and Joule are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services in connection with municipal energy services (collectively, the “**Municipal Energy Services**”) for energy programs for municipalities and for residents and business located therein (collectively, the “**Municipal Energy Programs**”) including, without limitation, Community Choice Aggregation (“**CCA**”), demand response (“**DR**”), demand management, microgrids, distributed energy resources (“**DER**”), and financing in connection therewith;

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the Order issued by the New York State Public Service Commission in Case 14-M-0224 - an Order Authorizing Framework For Community Choice Aggregation Opt-Out Program (“**PSC CCA Order**”);

WHEREAS, Municipality is interested in exploring whether CCA and other Municipal Energy Services are appropriate for the Municipality; and

WHEREAS, Municipality desires to engage Joule in connection with the Municipal Energy Services and Joule desires to provide the Municipal Energy Services to Municipality in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto do agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The following terms shall have the meanings ascribed below:

(a) “**Community Choice Aggregation Program**” or “**CCA Program**” or “**Program**” means a municipal energy procurement program, which replaces the incumbent utility as the default supplier for all Eligible Customers within the Participating Municipality, as defined in the PSC CCA Order.

(b) “**Applicable Law**” means the PSC CCA Order and all statutes, ordinances, laws, rules and regulations that are applicable to the CCA Program and the Services.

(c) “**Bidder**” means a Competitive Supplier that submits a bid in response to the Solicitation.

(d) “**CCA Administrative Fee**” has the meaning ascribed in Section 5.1.

(e) “**CCA Program Administrator**” means either Joule or a third party entity who may be selected by Municipality to provide administrative services in connection with a CCA.

(f) “**CCA Enabling Legislation**” means a local law or ordinance, adopted by Municipality according to Municipal Home Rule Authority and in compliance with PSC CCA Order, which authorizes Municipality to join a CCA program.

(g) “**Competitive Supplier**” means an entity duly authorized to conduct business in the State of New York as an energy service company (“**ESCO**”) that procures electric power and/or natural gas for Eligible Customers in connection with this CCA Program.

(h) “**Compliant Bid**” means a bid agreed upon by Municipality and Joule.

(i) “**Default Service**” means a supply service provided by the Distribution Utility to customers who are not currently receiving electric service from an ESCO.

(j) “**Distribution Utility**” means the owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.

(k) “**Effective Date**” shall have the meaning ascribed in the preamble to this Agreement.

(l) “**Electric Service Agreement**” or “**ESA**” means the Electric Service Agreement that may be entered into by and between Municipality and the Selected Supplier that contains the terms and condition concerning electricity procurement.

(m) “**Municipal Energy Program**” means a program described in the preamble to this Agreement.

(n) “**Municipal Energy Services**” means the services provided by Joule in connection with one or more Municipal Energy Programs” as described in the preamble.

(o) “**Municipality**” means the municipality described in the preamble.

(p) “**Participating Customer**” means a customer who is eligible to participate in the CCA Program in accordance with the PSC CCA Order and who participate in the CCA Program, including without limitation those who are eligible to participate on an opt-out basis and who have not opted out, and those who are eligible to participate on an opt-in basis and have opted-in.

(q) “**Program Organizer**” means a group proposed by Joule and appointed with the Municipality’s consent in accordance with Article 4 to provide certain services with respect to the CCA Program.

(r) “**PSC CCA Order**” means the April 21, 2016 “Order Authorizing Framework For Community Choice Aggregation Opt-Out Program” issued by PSC in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs.”

(s) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

(t) “**Selected Supplier**” means the supplier of electricity selected by the Municipality following the Solicitation.

(u) “**Solicitation**” has the meaning ascribed in Section 3.2(d).

ARTICLE 2. RIGHTS AND RESPONSIBILITIES OF THE PARTICIPATING MUNICIPALITY

2.1 Municipality agrees to investigate with Joule the benefits and desirability of implementing a CCA Program and other Municipal Energy Programs.

2.2 In the event that Municipality (i) elects to implement a CCA Program within eighteen (18) months from the Effective Date by enacting Enabling Legislation; and (ii) elects to issue a Solicitation to receive Compliant Bids for an Electric Service Agreement from Competitive Suppliers in connection therewith; then, Municipality agrees that Joule will serve as CCA Program Administrator.

2.3 At such time, the Parties will work cooperatively to create such Solicitation, and the CCA Program Administrator, with the Municipality's consent and approval, shall select the winning Competitive Supplier provided that:

(a) The selected Competitive Supplier's proposal must be a Compliant Bid whose bid Joule determines to be the most advantageous to the CCA Program and Municipality based on the evaluation factors set forth in the Solicitation; and

2.4 (b) Municipality may designate a representative to participate in the evaluation of the Bids. (a) In the event a Compliant Bid is received and accepted, Municipality shall execute the ESA (the terms of which shall be consistent with this Agreement and shall be subject to Joule's input and the Municipality's input and the reasonable approval of both Joule and Municipality) with the selected Competitive Supplier in a timely fashion. It is agreed that such ESA will either be a two-party agreement by and between the Municipality and selected Competitive Supplier, or a three-party agreement by and between the Municipality, the selected Competitive Supplier and Joule or another CCA Program Administrator; in either event such ESA will be in accord with, and in contemplation of, this Agreement;

(a) (b) Municipality agrees that the selected Competitive Supplier shall remit a fee to the CCA Program Administrator in accordance with Section 5.1.

2.5 Regardless of whether Municipality elects to implement a CCA Program, in the event that Municipality desires to implement other Municipal Energy Programs and engage Joule's assistance in connection with such implementation, the Parties may, but are not required to, enter into a subsequent agreement describing the scope of Joule's services and the payment to Joule in connection therewith.

2.6 In addition to the foregoing, Municipality shall:

(a) Assist Joule by providing to Joule all publicly available information pertinent to potential or actual Municipal Energy Program upon reasonable request.

(b) Use reasonable efforts to secure release of other data applicable to potential or actual Municipal Energy Programs held by others, including but not limited to residential and small commercial customer account and load information under the authority granted by the PSC CCA Order. □

(c) Give prompt notice to Joule if Municipality becomes aware of any breach of this Agreement or any agreement relating to this Agreement.

2.7 Except to the extent provided in Section 2.2, nothing herein shall be construed to require the Municipality to approve an ESA with a Competitive Supplier.

2.8 Municipality shall comply with all Applicable Laws.

ARTICLE 3. RIGHTS AND RESPONSIBILITIES OF JOULE

3.1 Joule shall perform each of the following activities as part of the Municipal Energy Services:

(a) Provide Municipality with information concerning the benefits and desirability of implementing a CCA Program and other Municipal Energy Programs at public meetings, work sessions, phone calls and otherwise.

(b) Provide marketing services for a potential CCA Program.

3.2 Upon the occurrence of the events described in Section 2.2, Joule shall:

(a) Support the Municipality and attend board and public meetings.

(b) Provide to the PSC, the Distribution Utility and parties to the PSC CCA Order, requested information and documentation of the actions undertaken by the Municipality in connection with the Program, and otherwise coordinate efforts with such entities.

(c) Provide marketing services for the CCA Program.

(d) Manage a competitive procurement process for the CCA Program (the “**Solicitation**”) in a manner consistent with New York General Municipal Law including, without limitation:

- i. Prepare bid specifications and procurement of competitive bids;
- ii. Review responses to competitive bids to determine if they are Compliant Bids; and
- iii. Assist with contract negotiations with the selected Competitive Supplier.

(e) In the event there is a Compliant Bid, prepare program notification letters to opt-out customers, and supervision of all other notices and publications required under the PSC CCA Order to facilitate the adoption and operation of the Program.

(f) In the event there is a Compliant Bid, prepare a program implementation plan and a data protection plan in accordance with the PSC CCA Order.

(g) Subject to the approval of the Municipality, Joule may develop proposals for potential offers of opt-in distributed energy resources (DER) products and services to Participating Customers, including opportunities to participate in local renewable energy projects, shared solar, energy efficiency, demand response, energy management, and other innovative Reforming the Energy Vision (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA, and reduce costs for Participating Customers; and

(h) Fulfill any other responsibilities that reasonably relate to administering the CCA Program.

3.3 Joule shall give prompt notice to Municipality if Joule becomes aware of any breach of this Agreement or any agreement relating to this Agreement. □

3.4 Joule shall comply with all Applicable Laws. □

ARTICLE 4. ROLE OF PROGRAM ORGANIZER FOR CCA PROGRAM

4.1 Joule shall have the right to propose a local Program Organizer to Municipality in connection with the CCA Program or otherwise. Upon the consent of Municipality, which shall not be unreasonably withheld, conditioned or delayed, Joule may assign or delegate certain or all of its CCA Program

Administrator tasks to the Program Organizer, and may share a portion or all of the CCA Administrative Fee as described in Section 5.1 with the Program Organizer.

ARTICLE 5. PAYMENT.

5.1 Upon commencement of an ESA, Municipality agrees that Joule will be paid by the selected electricity supplier per kWh (volumetrically) for electricity purchased for all Participating Customers during the duration of the ESA a fee not greater than \$0.0008/kWh (8/100^{ths} of one cent/kWh) per ESA contract year. (the “**CCA Administrative Fee**”).

5.2 It is understood and agreed that as part of the Municipal Energy Services in connection with a potential CCA Program, the Distribution Utility may require a payment for records related to electricity usage of potential Participating Customers. Upon enactment of CCA Enabling Legislation, Joule is authorized to pay the Distribution Utility up to \$0.07 (7 cents) per record; for which Municipality shall not be liable, provided that Joule may seek reimbursement of such payment from the Competitive Supplier as part of an ESA (apart from the CCA Administrative Fee).

5.3 No portion of the CCA Administrative Fee shall be paid by Municipality.

ARTICLE 6. TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and, except as provided herein, it shall expire as follows:

(a) If no ESA is executed as contemplated by Section 2.3, eighteen (18) months from the Effective Date;

(b) If one or more ESA is or are executed as contemplated by Section 2.3, the termination or expiration of the ESA that expires latest.

6.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the “**Non-breaching Party**”) upon a material breach of the other Party (the “**Breaching Party**”) if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving notice of such breach from the Non-breaching Party.

6.3 In the event of any termination or expiration of this Agreement:

(a) Joule shall deliver to Municipality copies of all files and documents pertaining to any CCA Program;

(b) Except as expressly provided herein, all obligations of the Parties hereto pursuant to this Agreement shall terminate.

ARTICLE 7. INSURANCE AND INDEMNIFICATION

7.1 Upon Joule becoming a CCA Program Administrator as described in Section 2.2 and for the balance of the term of the Agreement, Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual aggregate to protect itself and Municipality from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Joule may be legally

responsible, with a deductible not to exceed \$50,000 without prior written approval.

7.2 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold harmless the Municipality and the Municipality's elected officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with a claim by a third-party (i.e. a person other than the Indemnified Parties) arising out of (i) any material breach of this Agreement, its obligations, covenants, representations or warranties contained in this Agreement and not resulting from the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents; or (ii) any action or omission taken or made by Joule in connection with Joule's performance of this Agreement, which action or omission is found in a final judgment by a court of competent jurisdiction or by arbitration to constitute Joule's gross negligence or willful misconduct, and excepting from both (i) and (ii) claims resulting from the actions (or omissions where there is a duty to act) of the Municipality or its respective elected officials, officers, employees or agents.

ARTICLE 8. CONFIDENTIAL INFORMATION.

8.1 During the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 8.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "**Order**"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 8.1. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

(C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 8.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days Notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

8.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

8.3 Compliance by the Municipality with the New York State Freedom of Information Law ("**NY FOIL**") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL.

8.4 Ownership of Personally Identifiable Data. All personally-identifiable data, developed or obtained under this Agreement ("**PI Data**") relating to Participating Customers, other than the Joule's Confidential Information, will be and shall remain the sole property of the Municipality. Joule shall promptly deliver all such PI Data to the Municipality at the Municipality's request; provided that Joule may retain a copy of the such PI Data for its archival purposes.

8.5 The obligations under this Article 8 shall survive the termination or expiration of this Agreement for two (2) years.

ARTICLE 9. MISCELLANEOUS

9.1 Relationship of the Parties. The Parties acknowledge and agree that Joule is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

9.2 Joule covenants that the individuals engaged by Joule in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. Joule represents and covenants that it has completed the I-9 verification process for all persons who perform services for Municipality.

9.3 Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

9.4 Entire Agreement/Amendment. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed

by the Parties.

9.5 Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction in the county in which the Municipality is located.

9.6 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

9.7 Section Headings. Section headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and the year first above written.

Company:
Joule Assets Inc.

THE CITY OF BEACON,

By: _____
Name:
Title:

By: _____
Name: Randy Casale
Title: Mayor

[SIGNATURE PAGE TO _____ AGREEMENT

Confidential

LOCAL LAW NO. ____ OF 2016

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW AMENDING
CHAPTER 106 OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend
Chapter 106 of the City
Code concerning Energy
Conservation

A LOCAL LAW to amend Chapter 106 of the Code of the City of Beacon concerning Energy Conservation.

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

Section 1. Chapter 106, Article II of the Code of the City of Beacon entitled “Community Choice Aggregation” is hereby added as follows:

Article II. Community Choice Aggregation

§ 106-10. Legislative Findings; Intent and Purpose; Authority.

- A. It is the policy of both the City of Beacon and the State of York to reduce costs and provide price certainty for the purpose of consumer protection and economic development, to expand access and opportunities for consumers in retail energy markets, as well as to promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources (DER, as defined below). Among the initiatives that may advance these objectives in New York is Community Choice Aggregation (“CCA”), a policy that empowers local governments to determine the source of electricity and/or natural gas supply on behalf of its residents and small businesses, reflecting local resources, priorities, and challenges. Energy delivery remains the responsibility of the Distribution Utility.
- B. This Chapter establishes the authority for the City of Beacon, in connection with the implementation a CCA program, to acquire utility data, to select, through competitive

solicitation, energy Supplier(s) on behalf of Default Consumers within the jurisdictional boundaries of the City of Beacon, and to maximize value for Participating Consumers through enhanced services related to DER. The Municipality may choose to collaborate with other local governments to form an intermunicipal program. As a result, consumers will have the opportunity to lower and stabilize their energy costs, to spur local clean energy innovation and investment, and to reduce their environmental impact; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.

- C. The City of Beacon is authorized to implement this COMMUNITY CHOICE AGGREGATION PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and consistent with State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission issued in connection with or related to Case No. 14-M-0224, to the extent that orders related to Case No. 14-M-0224 enable actions by the Municipality.
- D. This Chapter shall be known and may be cited as the “COMMUNITY CHOICE AGGREGATION PROGRAM Law of the City of Beacon”.

§ 106-11. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission’s Uniform Business Practices or, if not so defined there, as indicated below:

- A. AGGREGATED DATA shall mean aggregated and anonymized information including, but not limited to, the number of consumers by service and rate class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months by service and rate class, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service and rate class.
- B. CCA ADMINISTRATOR shall mean the City of Beacon or third party CCA Administrator, duly authorized to request Aggregated and Customer Specific Data, competitively solicit Suppliers for the aggregated demand for electricity and/or natural gas on behalf of Default Consumers, and to offer Participating Consumers additional opportunities to participate or enroll in programs or projects related to Distributed Energy Resources. CCA Administrator is responsible for program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the PSC CCA Order, unless otherwise specified.

- C. CUSTOMER SPECIFIC DATA shall mean customer specific information, personal data and utility data for all Default Consumers including the customer of record's name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.
- D. DEFAULT CONSUMERS shall mean customers of electricity and/or natural gas within opt-out eligible service classes (as delineated in the PSC CCA Order), who receive supply service from the Distribution Utility as of the date the supply contract goes into effect, or consumers within these service classes that subsequently become eligible to participate in the Program including those that have terminated a supply contract with an ESCO, removed a freeze or block on their account, have voluntarily suspended service pursuant to a special rate, or are new residents of the Municipality. Consumers within opt-out eligible service classes, as of the date the supply contract goes into effect, taking service from an ESCO, those that have placed a freeze or block on their account, and those for whom enrollment in the CCA program would interfere with a choice they have already made to take service pursuant to a special rate are not considered Default Consumers and will not be enrolled on an opt-out basis. For the avoidance of doubt, all Default Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist as of the date the supply contract with the goes into effect.
- E. DISTRIBUTED ENERGY RESOURCES (DER) shall mean local renewable energy projects, community distributed generation (e.g. shared solar), peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for Participating Consumers, optimize system benefits, and/or address infrastructure and demand challenges within geography of the CCA.
- F. DISTRIBUTION UTILITY shall mean owner or controller of the means of distribution of the natural gas or electricity in the Municipality. The Distribution Utility also serves as the default supplier of electricity and natural gas preceding the establishment of a CCA program.
- G. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- H. PARTICIPATING CONSUMERS shall mean Default Consumers who have not opted out, and non-Default Consumers of any service class that have voluntarily enrolled in the Program.
- I. PSC CCA ORDER shall mean the PSC's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case

14-M-0224, "Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs."

- J. PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.
- K. SUPPLIER shall mean an ESCO that procures electric power and natural gas for Participating Consumers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

§ 106-12. Authorization of a Community Choice Aggregation Program.

- A. Community Choice Aggregation Program is hereby authorized by the Municipality, whereby the Municipality may implement a CCA program to the full extent permitted by the PSC CCA Order, as set forth more fully herein.
- B. The Municipality may enter into contracts with one or more Suppliers for electric and/or natural gas supply and other services on behalf of Default Consumers.
- C. The Municipality may enter into agreements and contracts with other municipalities, non-profits, consultants, and/or other third parties to i) develop and implement the CCA program, ii) act as CCA Administrator, and/or iii) develop offers of opt-in DER products and services to Participating Consumers.
- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Municipality's participation in a CCA program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Municipality shall not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Consumers.
- E. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services, and the terms on which customers may be enrolled with ESCOs.

§ 106-13. Eligibility.

- A. All Default Consumers shall be enrolled on an opt-out basis. Default Consumers will have the right to opt out before the supply contract goes into effect, or disenroll any

time thereafter with no penalty. Those that do not opt out before the supply contract goes into effect will be enrolled automatically.

- B. All non-Default Consumers within the Municipality, regardless of service class, shall be eligible to participate in the CCA program on an opt-in basis.
- C. CCA Administrator, on behalf of the City of Beacon, shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award a contract in accordance with the CCA program.

§ 106-14. Opt-Out Process.

- A. A program notification letter, printed on municipal letterhead, shall be mailed to Default Consumers at least 30 days prior to customer enrollment. The letter shall include information on the CCA program and the contract signed with the selected Supplier(s) including specific details on rates, services, contract term, cancellation fee, and methods for opting out of the CCA program. The letter shall explain that consumers that do not opt out will be enrolled in the program under the contract terms and that information on those consumers, including energy usage data and APP status, will be provided to the ESCO.
- B. After the 30 day opt-out period, all consumers shall have the option to disenroll from the CCA program at any time without penalty.

§ 106-15. Data Protection Requirements.

- A. The Municipality, or CCA Administrator on its behalf, may request Aggregated Data and Customer Specific Data from the Distribution Utility.
- B. Customer Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; (ii) the utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.
- C. For the purpose of protecting customer data, the Municipality must enter into an agreement with the Distribution Utility that obligates each party to meet, collectively, (i) all national, state and local laws, regulations or other government standards relating

to the protection of information that identifies or can be used to identify an individual Default Consumer or Participating Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Default Consumer or Participating Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.

§ 106-16. Administration Fee.

The Municipality or CCA Administrator may collect, or cause to be collected, funds from customer payments to pay for administrative costs associated with running the CCA program.

§ 106-17. Reporting.

- A. Annual reports shall be filed with the City Clerk by March 31 of each year and cover the previous calendar year.
- B. Annual reports shall include, at a minimum: number of consumers served; number of consumers cancelling during the year; number of complaints received; commodity prices paid; value-added services provided during the year (e.g. installation of DER or other clean energy services); and administrative costs collected. The first report shall also include the number of consumers who opted-out in response to the initial opt-out letter or letters.
- C. If a CCA supply contract will expire less than one year following the filing of the annual report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA program.

§ 106-18. Effective Date.

This Local Law shall be effective immediately upon passage.

§106-19. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any

court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Section 2. Ratification, Readoption and Confirmation

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

Section 3. Numbering for Codification

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

Section 4. Severability

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

Section 5. Effective Date

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