



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

**City Council Workshop Agenda
February 27, 2017**

Workshop Agenda Items:

1. Proposed Comprehensive Plan Amendments
2. Greenway Connections
3. Summer Camp
4. Sanctuary City
5. Beacon Flea Market Contract Renewal
6. Hudson River Waterfront Alliance Pledge
7. Community Choice Aggregation (CCA) Update

City of Beacon Workshop Agenda
2/27/2017

Title:

Proposed Comprehensive Plan Amendments

Subject:

Background:

ATTACHMENTS:

Description	Type
CP DCPD Comment	Cover Memo/Letter
CP BPB Comment	Cover Memo/Letter
CP L&T Comments	Cover Memo/Letter
CP Weber Prop. Comments	Cover Memo/Letter
CP John Clarke Comments	Cover Memo/Letter
CP Scenic Hudson Comments	Cover Memo/Letter
CP BeaconArts Comments	Cover Memo/Letter
LL Zoning Revisions	Local Law



COUNTY OF DUTCHESS
DEPARTMENT OF PLANNING AND DEVELOPMENT

February 17, 2017

To: City Council, City of Beacon
Re: **Referral #ZR17-020 Comprehensive Plan Update and #ZR17-023 Update Zoning Ordinance**
Parcels: **Various - see application**

The Dutchess County Department of Planning and Development has reviewed the submitted referral for countywide and intermunicipal impacts as outlined in General Municipal Law (Article 12B, §239-l/m).

ACTION

The City is proposing an update to the 2007 Comprehensive Plan including associated zoning changes. Much of the focus of this plan update and proposed zoning revisions revolves around the waterfront, train station and their connection to Main Street.

COMMENTS

We are pleased to see that the City has reviewed and proposed changes to its planning documents in response to changing times. In addition to the changes proposed within its municipal borders, the Plan recognizes the importance of regional connections between the City and neighboring municipalities, especially the Town of Fishkill. The City, in concert with input from its residents, staff and volunteer committees, has provided a thorough review with well thought-out and specific recommendations to implement as they move forward.

Waterfront Districts

One of the most significant changes proposed in this update is regarding the area in and around the train station and waterfront.

- Properties immediately adjacent to the Hudson River including Dennings Point, Riverfront Park, and Long Dock Park are proposed to be rezoned from Waterfront Development (WD) to Waterfront Park (WP) and will permit a limited amount of waterfront uses.
- The Waterfront Development (WD) district has been redrawn as two areas further east (inland) and would include some (and portions of) the Metro-North owned parcels. This district would permit TOD supportive uses, including multifamily housing.

The City has examined viewsheds and has included profile information regarding building heights and topography to ensure that new development will be respectful of the natural and built environment. It appears that the zoning proposed for this area, including allowable building heights and "stepdown" approach to siting buildings, as well as the types of uses allowed, combined with comprehensive architectural design standards, will suitably integrate new development with existing development by preserving views and providing appropriately scaled and designed uses to support new transit-oriented development in and around the train station.

Main Street and Linkage District

The City has also studied the connection between the waterfront and Main Street which is important to establish, and is implemented via the Linkage (L) District. Residents, as well as visitors, would benefit if a more pleasant walking environment were to be implemented that knitted the natural beauty of the waterfront, with the many stores and shops along Main Street. Encouraging a pleasant, walkable connection will stimulate further economic development.

The City has identified many methods to accomplish an improved connection including new buildings, improved sidewalks, pedestrian-scaled lighting, benches, street trees, etc. In addition, the Comprehensive Plan recommends a revival of the rubber wheeled trolley to run the length of Main Street to the waterfront, with attractive trolley stops at various locations including the Dutchess County Center parking lot. The relocation of a bus stop along Main Street would also be required. This future effort should be coordinated with the County to ensure that County services will not be negatively impacted.

With regard to the Linkage District regulations, we are pleased to see streamlined site plan review for those applications that comply with the general intent of the Linkage Plan, and that site plans are not required for "change of use" applications for existing buildings that will not be expanded and where the minimum number of off-street parking spaces required is not more than 25% greater than the requirement for the existing use. New standards have been proposed regarding minimum lot size, lot width, and floor area ratio. We suggest that these standards may not be necessary.

In addition to these major items, the City has also referenced the provision for, "a variety of housing opportunities that are accessible to a wide variety of income levels" as one of the goals of the 2017 Comprehensive Plan update. As the City is well-aware, having a variety of housing types at varying price-points is critical for a successful community. We understand that the City is studying the affordable housing section of its Code, and we look forward to reviewing those regulations in the near future.

A minor comment is that any reference to "Dutchess County LOOP" buses should be changed to "Dutchess County Public Transit" buses.

RECOMMENDATION

The Department recommends that the Board rely upon its own study of the facts in the case with due consideration of the above comments.

Eoin Wrafter, Commissioner

By



Jennifer F. Cocozza

Deputy Commissioner

c: Bob Balkind, DCDPW Commissioner (via email)
Cynthia Ruiz, DCPT Administrator (via email)



Memorandum

Planning Board

TO: Mayor Randy Casale and City Council Members

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

RE: Review of Proposed Comprehensive Plan Updates and Local Law

DATE: February 17, 2017

At the February 15, 2017 Planning Board meeting, members reviewed and discussed the proposed updates the Comprehensive Plan and the draft Local Law Enacting Zoning Revisions to Implement Recommendations of the Comprehensive Plan, as requested. A comprehensive review and lengthy discussion with the City Attorney and City Planner took place.

After discussion of the contents of the proposed Comprehensive Plan update, Mr. Lambert made a motion to support the changes proposed in the Comprehensive Plan with a request to (1) focus on the needs of Beacon residents (i.e. encouraging uses such as supermarkets, hardware stores, pharmacies, etc.) without as much emphasis on tourism and the arts, and (2) include a recommendation that the architectural review standards set forth in the City Code should be updated and revised to provide more specificity, seconded by Mr. Burke. All voted in favor. Motion carried.

Next, City Attorney Jennifer Gray outlined the proposed Local Law Enacting Zoning Revisions to Implement Recommendations of the Comprehensive Plan. After considering Mr. Clarke's suggestion to reduce the size of parking spaces and aisles in the Linkage District from 9'x'20' to 9'x18' and from 25 feet to 24 feet, respectively, Mr. Barrack made a motion to recommend the City Council make the change as discussed, seconded by Ms. Reynolds. All voted in favor. Motion carried.

Mr. Lambert made a motion in support of the Local Law, seconded by Mr. Barrack. All voted in favor. Motion carried.

Should you have any questions or require additional information, please feel free to contact me.

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

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

John D. Russo, P.E., Principal
John Queenan, P.E., Principal
Rodney C. Knowlton, L.S., Principal

John Lane, P.E., L.S.
Arthur R. Tully, P.E.

February 10, 2017

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

RE: City of Beacon
Draft comprehensive Plan and Zoning

Dear Mr. Ruggiero:

As requested, we have reviewed the City's Draft Comprehensive Plan and Proposed Zoning Amendments dated January 3, 2017 and offer the following comments.

Comprehensive Plan

1. Encouraging and incentivizing Brownfield Redevelopment is discussed in Section 2.3 and in Section 4.F. We note that the NYSDEC provides Brownfield Opportunity Grants which can be applied for by either a property owner or a municipality to assist in the clean-up of these sites which could serve as a means to achieve this goal.
2. Page 56, under Main Street Business District it would be helpful to know generally what is located on the 28 properties which do not contain buildings. This would help back up the statement that there is "considerable development potential". Also, I think the conclusion that, "this area has not been viewed as sufficiently profitable" needs some expansion given that the next paragraph states there has been much investment ... in Main Street properties ranging from several thousand dollars or work to approximately 1 million dollars. Based on that statement the area of Main Street seems to be garnering investors while it would appear that new construction is not occurring.
3. On page 58 there is a reference to "Figure XX" which needs to be filled in with Figure 4-1 and on page 67 there is a reference to "Chapter X" which should likely be "Section 6".
4. On page 156, references to Dea:Beacon and to 100-year flood 'plan' should be corrected.

Zoning

5. The Proposed Zoning Changes are narrowly focused on waterfront zoning map and text changes and text changes to the Linkage District, while the Comprehensive Plan recommends several other text and map changes. We suggest recommended zoning text amendments be summarized in Chapter 12 of the document similarly to the table provided of suggested zoning map amendments. Also, is a time frame or prioritized list of other zoning changes to be provided so the City can continue to work towards complying with the plan's recommendations?

SEQRA

6. Parts 1 and 2 of the Environmental Assessment Form have been prepared which requires, for a generic, City-wide Action, that Sections C, F and G be prepared. We note that Section C has only partially been prepared and no additional information has been provided under Section F. While we believe that information has been provided in the plan which provides rationale supporting recommendations and describes a myriad of positive benefits related to recommendations, perhaps a brief summary of SEQR issues such as comparison of parkland preserved vs. park areas recommendation of additional development, discussion of plan recommendations relative to utility capacity, consistency with other City plans LWRP and County Comprehensive Plan, impacts on cultural resources (given zoning changes are proposed 2adjacent to historic sites), discussion of impacts to the Hudson River and a discussion of growth inducing impacts which could result from zoning or housing recommendations.

If you have any questions, or require any additional information, please do not hesitate in contacting our office.

Very truly,

LANC & TULLY, P.C.



Kristen O'Donnell
Planner

Rodney Weber
Scenic Beacon Developments, LLC
11 Creek Drive, Suite 102A
Beacon, NY 12508

February 10, 2017

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

Re: Public Hearing – Local Law to Amend Zoning – Waterfront Development Zoning District

Dear Anthony,

I am writing to respectfully submit written public comments regarding the City’s Local Law enacting zoning revisions to implement recommendations of the Comprehensive Plan update, specifically pertaining to the proposed rezoning for certain properties into the Waterfront Development (WD) District. Unfortunately, I was unable to attend the City Council’s meeting on February 6th when the public hearing was opened, but I appreciate the opportunity to voice my concerns and to provide public comments regarding the northern portion of the Metro North parking lot parcel, which the City proposes to rezone into the WD District. *See* Enclosure – Local Illustration Referring to the Lot as “Waterfront Development North – Metro North Parking Area” and “Area North of West Main Street.”

Scenic Beacon Developments, LLC (Scenic Beacon Developments), is very supportive of the City’s efforts to update the Comprehensive Plan, as well as the City’s efforts to encourage redevelopment to revitalize the riverfront area through the WD district. However, we are concerned about the proposed bulk requirements for the portion of the Metro North parking lot to be rezoned WD, which is located north of West Main Street.

Specifically, Section 223-41.7(B)(1) of the proposed Local Law, provides:

...

B. Maximum Height.

- (1) Area North of West Main Street (see illustration): Average of no more than four (4) stories of residential/mixed use over parking. Height may not exceed average of **80 feet from average ground level of site** (bold emphasis added).

...

Accordingly, the proposed local law proposes that the maximum height be no more than 4 stories not to “... exceed average of 80 feet from average ground level of site.” Notably, with a focus on public views, **Section 223-41.7(B)(2) in the proposed local law limits the maximum height in the area** south of the Light Industry (LI) zone to an average of no more than 3 stories of residential/mixed use over parking, with the height not exceed average of 32 feet at Beekman Street, nor more than average of 70 feet above the average ground level of the existing Metro-North parking.

Scenic Beacon Developments owns the immediately abutting property (commonly referred to as Edgewater), which is located north and east of the northern portion of the Metro North property that is proposed to be rezoned WD. In connection with Scenic Beacon Developments’ review of the massing illustrations prepared for the proposed Local Law, as they pertain to the Waterfront Development North –

Metro North Parking Area, we are concerned that the topography of the Edgewater site should be revisited, especially in light of the initial comments that were provided by the City's planning consultants regarding the proposed redevelopment of the Edgewater site, which encouraged changes to the proposed design concerning building heights and locations for buildings on the Edgewater property. As proposed, the current maximum building height recommended by BFJ Planning for the northern portion of the property to be rezoned WD will significantly impact the plans proposed for Edgewater.

Therefore, we respectfully submit that the City permit us the opportunity to review these impacts with the City's Planning Consultant, BFJ Planning, and that the City consider reducing the maximum height on the waterfront development north parcel to 73 feet above sea level (above sea level is important for further clarity).

Thank you again for the opportunity to provide public comments on the proposed local law. We look forward to working with the City to revitalize the waterfront area and encourage uses at the Edgewater property that complement the uses proposed in the newly rezoned WD parcels.

Thank you for your consideration,

Rodney Weber
Scenic Beacon Developments, LLC
Managing Member

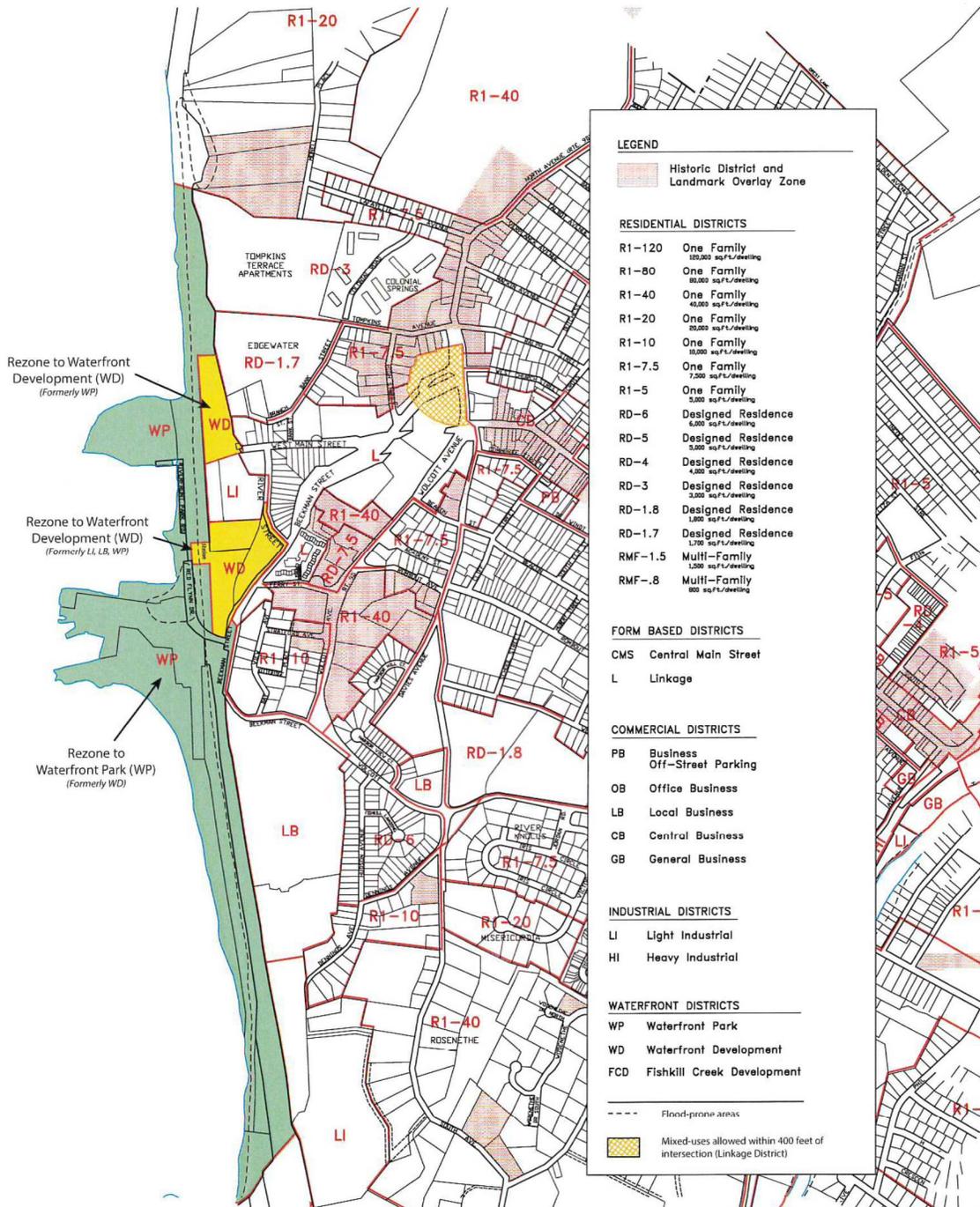


EXHIBIT A: Proposed Zoning Changes - Waterfront/Train Station

To: City Council
 From: John Clarke, City Planning Consultant
 Date: February 7, 2017
 Re: Draft Comprehensive Plan Update and Proposed Zoning Changes

I submitted detailed comments to the committee and consultants on the proposed plan and zoning in December, but the zoning comments were received too late to be incorporated into the current draft. I fully support the adoption of the Comprehensive Plan Update and the overall intent of the zoning changes, but I have listed my specific suggested edits below:

223-41.3 WP Zone

- C(2) Restaurants not exceeding ~~4,000~~ 2,500 square feet. (more café than full-scale restaurant)
- C(4) Delete Chandlery, which has multiple meanings, and just include marine-related retail establishments not exceeding 2,500 square feet.

223-41.4 WD Zone

- B(2) Residential multifamily and/or attached dwelling units (townhouses not defined in the code).
- B(4) Restaurant; add bar, or brew pub.
- B(7) At the public hearing we received several comments urging more openness to office uses in the WD. The 20% requirement should be deleted. Allow professional and business offices as permitted uses, but perhaps add that the Planning Board may restrict office uses from the first floor, depending on the building location in the overall development.
- B(10) Add Public square, plaza, promenade, or pocket park.
- C(a) Add museums.
- D Accessory Uses. Add public garages and off-street parking. Add rooftop gardens, greenhouses, and solar collectors. Delete boat facilities and lighthouses.
- E(1)(a) Consistent with subsections B and C above, as well as the newer CMS and L districts, the Planning Board should have jurisdiction over Special Permits. This coordinates the process under one board with one set of public hearings and makes the process much more efficient.
- J(3) ...preserve important public views from upland locations, in particular view corridors identified in the LWRP.
- J(4)(d) Delete the un-excessive difference sentence.
- J(4)(i) Delete rustication. ...employ texture or additional detailing to accentuate the base of buildings and provide human scale.
- J(5) Delete last sentence. LEED process is too expensive to be required. Updated building codes and transit-based, walkable location provide for high energy efficiency.
- J(12) Parking standards should be significantly reduced in this transit-friendly WD district (to at least as low as the L district) to limit the cost of structured parking and to allow for shared commuter spaces at off-peak times.

Suggested Standards: (By Comparison, Poughkeepsie Waterfront-TOD District)

Residential	0.75/unit	0.5/unit
Retail/Service	1/333 sf	1/400 sf
Office	1/350 sf	1/350 sf
Restaurant	1/300 sf	1/250 sf
Hotel	0.75/guest room	0.75/guest room

Should also include additional parking provisions from the Linkage District to give the Planning Board more flexibility to reduce these standards under certain conditions, given the size and varied use of the commuter parking lots. Because of the exorbitant cost of new structured parking, requiring too much parking for each use will just make any development around the Train Station far less feasible. Since Metro-North has already taken all the available space for its lots, getting the WD parking right is critically important to the success of the district.

223-41.7 WD Bulk Regulations:

- B(1) Average of ~~no more than~~ four stories...
- B(2) Average of ~~no more than~~ three stories...
- B(3) ...so that the public views to the east are adequately protected.
- C Like the CMS and L districts, do not need Floor Area Ratios. They are abstract and very confusing to most people, especially in multi-building sites. Form-based codes usually avoid numerical FAR limits in favor of more visual and design-oriented standards. Height limits provide sufficient limits on development, while providing flexibility within the site.

In the WD North Section drawing should change ~~total~~ height to average height in all illustrations.

223-41.21 Linkage District Regulations

- D(9) Do not need FAR (see above explanation).
- F(d) Leave as is. Gives Planning Board more flexibility for walkable development near the Train Station and Main Street. The walkable, transit-oriented districts should not have the same parking requirements as the rest of the City.
- H(2) I am not sure why projects over 10,000 sf footprint are listed as needing a special permit. Just an extra step in the process for buildings that meet the purposes of the district. They are not included in the special permit subsection B. Eliminate or maybe raise to 20,000 sf footprint (same for CMS District).
- L Leave the sketch in, although it could be relabeled as an illustrative plan. Form-based codes most often have an attached overall plan. The street sections, Beekman Street frontages and Route 9D corner parcel are still useful. Could be updated rather than eliminated.

Comprehensive Plan Update

- P. 59 Figure 4.1 shows 1/4-mile walking radii, not 1/2-mile. Also, should add a trolley stop/pocket park at the Train Station.
- P. 153 Figure 10.3. Should not show specific pocket parks along Beekman Street. These are potential development sites owned by the City, so it should retain some flexibility.
- P. 155 Map should again be labeled as 1/4-mile walking radii.
- P. 158 Figure 10.4 should change ~~total~~ height to average height in all section illustrations.



Statement of

**Meg Rasmussen, RLA
Senior Park Planner
Scenic Hudson, Inc.**

City of Beacon Comprehensive Plan Public Hearing

**City of Beacon
City Council Meeting**

February 6, 2017

Comments on City of Beacon Comprehensive Plan Update

- Scenic Hudson is committed to the City of Beacon. Since 1996 we have been working in the community, protecting open space, creating world-class public parks and creating trail systems to connect them. These include Madame Brett Park, Mount Beacon Park, Long Dock Park, and the Klara Sauer Trail.
- We have been active in creating trails (most recently the Fjord Trail) that link protected lands with other popular destinations in Beacon and beyond.
- We have invested millions of dollars in cleanup and construction costs to create public access to the riverfront and Mount Beacon and maintain and operate these facilities no cost to the City.
- We played a significant role in helping to attract and bring Dia: Beacon to the City and have collaborated with them on several projects to engage the public.
- Scenic Hudson's parks have had a significant positive impact on Beacon's economic development. Property values adjacent to the parks increase, municipal revenues increase, parks and trails attract new people to an area.
- We are proud to be a vital part of the City of Beacon, and we applaud the Comprehensive Plan Update as a guide for Beacon's sustainable growth.

We would like to provide the following comments on the Comprehensive Plan Update:

Waterfront

- We support rezoning of Scenic Hudson's Long Dock Park to a Waterfront Park designation. This change acknowledges the issues brought about by climate change including sea level rise and the consequent flooding that affect Long Dock Park and any future development there.
- We also support scaling the train station area TOD in a way that retains views of the river and strengthens connections to Main Street.

Bike and Pedestrian Connections

- Enhancing trail connections and opportunities to walk or bike to natural areas is important to a successful “livable community.” The inclusion of a number of projects enhancing the walking and biking environment in the city is very encouraging. This includes:
 - Reopening the Tioranda Bridge as a multimodal bridge, which will create an important pedestrian connection for residents to access great recreation opportunities like Mount Beacon or Madame Brett Park trails without having to get in their car.
 - Continuing to partner on the Hudson Highlands Fjord Trail.
 - Improving bike and road sharing infrastructure on existing roads.
 - Continuing to support the Fishkill Creek Greenway and other trails the Beacon trails Committee has worked so diligently on over the past years.
 - Advancing reuse of the Beacon Line to connect the city to the newly announced Empire State Trail.

Meaningful Transit Service

- Too often, the response of traffic congestion is to figure out how to accommodate more cars. We are therefore encouraged that Beacon has moved more progressively to think about meaningful transit options to serve a growing community within its existing development footprint. This includes recommendations to add or expanding high-frequency transit service to the train station, up and down Main Street, and hopefully, eventually along the Beacon Line to jobs and hotels in Beacon and Fishkill.

Main Street

- Encouraging infill development to create public spaces and pocket parks will enhance Main Street and we support this goal.

Open Space

- The sustainable land use and development practices included in the Plan under the Environmental Features Goals and Recommendations provide forward-looking mechanisms for preserving Beacon’s natural resources, which are critical to a healthy city in the future.

We see opportunities to continue our collaboration with the City of Beacon and its residents to achieve many of the goals included in the Plan. We appreciate the opportunity to comment and look forward to continuing to partner with the city on implementation of some of these recommendations in the plan.

BeaconArts Report to City Council

2/21/2017

Promoting the cultural vibrancy that has become Beacon, New York's trademark is our mission at BeaconArts, a nonprofit organization founded in 2002 to organize, promote and nurture the city's multi-faceted arts community.

BeaconArts has over 160 artist members and 87 business members. **Second Saturday**, organized and promoted collaboratively between the two, draws hundreds of visitors over two days each month – indeed if you happened to be out and about this past weekend, it was clear that every weekend has become as popular as a **Second Saturday**.

Citywide events draw thousands to Beacon, New York, from the tri-state region and beyond: **BeaconOpen Studios, Windows on Main Street, Beacon Independent Film Festival** and **Beacon 3D**, and more are happening every day. As fiscal sponsor of these grassroots projects, BeaconArts is intrinsically involved in their planning and promotion.

Here's what else we do:

- Publish and distribute **an illustrated, annotated map** of Beacon four times a year for galleries and business members, distributed throughout the city and beyond.
- Serve as Beacon's ad hoc **advertising agency, publicity agent and tour guide**, working closely with Arts Mid-Hudson, Dutchess County Tourism and a variety of publications to ensure that Beacon is literally on the map as a destination in the Hudson Valley.
- We are fiscal sponsors of the **Beacon Arts and Education Foundation** a coalition of parents, educators, businesses and other organizations that raise funds for enhanced art programming and other special opportunities for the students of the **Beacon City School District**.

BeaconArts is **the artery through which much of the city's creative efforts flow and manifest**, with expenses offset mostly by business owners and arts minded individuals who recognize the economic value in supporting local arts and culture.

Our [mission](#) is to enable artists to continue to live and work here by promoting their projects to a larger audience. Indeed, a wonderfully diverse array of new restaurants, bars and independent businesses are opening here all the time, but **what sets Beacon apart from other Hudson Valley towns is our legacy as a home for artists and makers.**

To that point, I'm here tonight to add our voice to the discussion regarding Beacon's Updated Comprehensive Plan. First of all, thank you all so much for the

work you have done. I have read through it, and appreciate that the Arts and the Art Community have been recognized as a valued part of the economic vitality of the city (Section 4.8 - .10 and Section 9.16).

As I understand it, the Comprehensive Plan focuses on land use issues. Would the designation of an arts/cultural district be considered a land use? It does seem that Beacon has what is referred to as a Naturally Occurring Cultural District (NOCD), and if so, I think it would be good idea to get an official designation. I've read that that a bill passed in the NYS Senate regarding this issue, and is now in the House. An example of an NOCD in which cultural/arts institutions act in alliance in NYC (perhaps BeaconArts evolving into a similar role?): <https://nocdny.org/>

Another land use issue I have been thinking about is the possibility of a percent-for-art program or other ways of working with developers who are building in Beacon, to help fund and strengthen the arts. I don't know that it could be added to the Comprehensive Plan, but I think this is another idea that could be explored through the development of an arts and culture plan.

Cities of all sizes have engaged in arts and cultural planning, and given that much of Beacon's tourism and "brand" is arts related already, I believe (as I know you do as well) that investing in fostering the arts and having a vision for how to do this now as well as in the future, at the City level, is especially important for Beacon.

Would it be possible to include language in the Comprehensive plan that would more explicitly recommend an arts and culture plan created through an Arts and Culture Commission that could include the above points?

For example:

The City of Beacon recognizes the tremendous role that arts and culture has played in drawing both new residents and tourism to Beacon, as well as enriching the lives of much of the community for almost 15 years. In order to preserve and strengthen the arts in Beacon, the City will engage and work with

BeaconArts and other leadership to develop a comprehensive plan for Beacon that will address issues such as affordable housing for artists of all disciplines; affordable studio and gallery space; development of live/work space; potential sites for performing arts and film centers or venues in existing, new, or re-purposed structures; funding for the arts through incentivized partnerships with developers and/or a commitment to fund the arts through a percent-for-art program; the potential for a certified "cultural district" in the city of Beacon; as well as other issues which have been identified identified by the City and BeaconArts through public forums and surveys of the arts community.

NEWS

At our Annual Meeting on January 25, 2017, the membership voted in new officers and members to our Board of Directors – Artist Rick Rogers joins the Board as a Member at Large; Terry Nelson of the Beacon Independent Film Festival begins a new 2 year term as Member at Large, as does Sommer Hixson, who brings PR and Marketing expertise to our board as the Director of Communications at for Glynwood, an agricultural nonprofit and teaching farm in Putnam County. Financial Planning professional Aaron Verdile is now our Treasurer; Artist and Beacon Open Studios founder Theresa Goodman is our new Vice President, and yours truly will finish out a total of 8 years on the board as President for 2017-2018. Pamela Dailey and Christina Jensen remain for 1 more year as Members at Large; Artist Erica Hauser continues as Secretary.

Dutchess County Tourism Guide Ad

Beacon 3D event next weekend to raise funds for the acquisition of a permanent sculpture to be sited on City of Beacon property

LOCAL LAW NO. ____ OF 2017

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW ENACTING ZONING REVISIONS TO IMPLEMENT RECOMMENDATIONS OF THE
COMPREHENSIVE PLAN**

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

SECTION 1. TITLE

This local law shall be entitled, "A Local Law Enacting Zoning Revisions to Implement Recommendations of the Comprehensive Plan."

SECTION 2. INTENT AND PURPOSE

The City Council believes that it is reasonable and appropriate to enact certain revisions to the Waterfront Park (WP), Waterfront Development (WD), Linkage (L) and Light Industrial (LI) districts, and a rezoning of certain areas along the waterfront into either the WP or WD district, so as to conform to the City's Comprehensive Plan and recent amendments made thereto, for the reasons stated in said amendments. This local law is determined to be an exercise of the police powers of the City to protect the public health, safety and welfare of its residents.

SECTION 3. ZONING TEXT AMENDMENTS

- 1. Section 223-17.D, "Schedule of Regulations for Nonresidential Districts, of the Zoning Law shall be amended to read as follows for the Light Industrial (LI) District:**

Zoning District	Permitted Principal Uses
LI Light Industrial District	4. Auto body and repair shops in fully enclosed buildings, <u>except within 500 feet of the Metro-North train station platform.</u> 6. Adult uses, <u>except within 500 feet of the Metro-North train station platform.</u>

2. Section 223-41.1 of the Zoning Law shall be amended to read as follows:

- (B) To accomplish these purposes, this article creates two new waterfront zones. The first zone, called the Waterfront Park (WP) Zone, includes the publicly-owned lands of Dennings Point and Riverfront Park and the privately owned property of the Long Dock Peninsula, as more particularly shown on the Zoning Map which is made a part of this chapter. This Zone contains provisions which are compatible with the present and proposed continued uses of these areas, which are primarily open space uses. The second zone, called the Waterfront Development (WD) Zone, includes ~~the privately publicly~~-owned lands in the vicinity of the Beacon Train Station property of the Long Dock Peninsula, as more particularly shown on the Zoning Map which is made a part of this chapter. This Zone contains provisions which permit development and revitalization of this riverfront area in a manner compatible with the City's Local Waterfront Revitalization Plan and the Comprehensive Plan.

4. Section 223-41.3 of the Zoning Law shall be amended to read as follows:

B. Permitted principal uses. Permitted principal uses shall be as follows:

~~(5) Scientific and educational activities which require or are enhanced by a location on coastal waters, including museums, construction of historic boat replicas, or other river-related educational facilities.~~

~~(6) Piers, docks, marinas and boat launching facilities.~~

~~(7) Charter boat businesses.~~

C. Special permit uses. The following uses require a special permit from the City Council, pursuant to the provisions set forth in Subsection F:

(1) Food trucks and temporary food stands.

(2) Restaurants not exceeding 4,000 square feet.

(3) Inns or bed and breakfasts not exceeding 6,000 square feet.

(4) Marine-related retail establishments not exceeding 2,500 square feet.

(5) Scientific and educational activities which require or are enhanced by a location on coastal waters, including museums, construction of historic boat replicas, or other river-related educational facilities.

(6) Piers, docks, marinas and boat launching facilities.

(7) Charter boat businesses.

DC. Permitted accessory uses. Permitted accessory uses shall be as follows:

(1) Uses customarily incidental to permitted uses and support facilities necessary to serve permitted uses.

(2) Public festivals, street fairs, craft and art fairs and concerts. (Requires prior approval from City Council under § 23-7 of the City Code).

(3) Boat service, storage and repair facilities, including the sale and storage of boat fuel, lubricants, parts, accessories, ice and bait.

(4) Lighthouses or other navigational aids.

5. **Sections 223-41.3(C) through 223-41.3(I) of the Zoning Law shall be respectively re-lettered to Sections (D) through (J)**

6. **Section 223-41.4 of the Zoning Law shall be amended to read as follows:**

A. Purpose. The purposes of this section shall be as follows:

(2) To provide for land uses consistent with the Beacon Local Waterfront Revitalization Plan and Comprehensive Plan, including residential and waterfront commercial uses, to serve as a catalyst for the economic and physical revitalization of the entire waterfront area.

B. Permitted principal uses. Permitted principal uses shall be as follows:

(1) Any principal use permitted in the WP Zone, ~~as regulated therein.~~

(2) ~~Residential multifamily and/or attached dwelling units. Waterfront development. (NOTE: Requires a special permit by the City Council, under the procedures set forth in Subsection F.) A waterfront development is a mixed use which incorporates various permitted land-use elements as part of a comprehensive plan. These elements may include:~~

~~(a) Marina uses; marine related retail and service businesses, including boat and marine engine sale and rental.~~

~~(b) Enclosed dry rack storage for boats.~~

- ~~(c) — Residential multifamily and/or townhouse dwellings.~~
- ~~(d) — Retail shops, designed to serve the needs of pedestrian and marine visitors to the riverfront, such as marine supplies; ice cream or gourmet shops; art, craft, gift or antique shops; and similar uses as determined by resolution of the City Council.~~
- ~~(e) — Convenience retail and personal service shops designed to serve the needs of area residents and commuters, such as convenience grocery stores or delicatessens; pharmaceuticals; audio/video, newspaper, tobacco, candy and sundries; barber/beauty shops; and retail cleaners, and similar uses as determined by resolution of the City Council.~~
- ~~(f) — Restaurants.~~
- ~~(g) — Inns, hotels, boatels, conference centers, fitness centers, spas and day care centers.~~
- ~~(h) — Public or semipublic uses; live theaters, concert halls or meeting rooms suitable for social, civic, cultural or education activities.~~
- ~~(i) — Art, craft or fine arts galleries.~~
- ~~(j) — Professional or small business offices in mixed use buildings, and not to exceed 20% of the total floor area in mixed use buildings.~~
- ~~(k) — Professional, small business and service facilities in the lower floors of multistory residential buildings.~~
- ~~(l) — Charter boat businesses.~~
- ~~(m) — Fishing pier.~~
- ~~(n) — Artist live/work spaces.~~
- ~~(o) — Other uses similar to the above uses as determined by resolution of the City Council.~~
- (3) Convenience retail and personal service shops designed to serve the needs of area residents and commuters.
- (4) Restaurants bars or brew pubs.
- (5) Inns, hotels, fitness centers, spas and day care centers. otels.

- (6) Art, craft or fine arts galleries.
- (7) Professional or small business offices in mixed-use buildings, and not to exceed 40% of the total floor area in mixed-use buildings.
- (8) Professional, small business and service facilities in the lower floors of multistory residential buildings.
- (9) Artist live/work spaces.
- (10) Public square, plaza, promenade or pocket park.

C. Special permit uses. The following uses require a special permit from the Planning Board, pursuant to the provisions set forth in Subsection F:

- (1) Public or semipublic uses; live theaters, concert halls, museums or meeting rooms suitable for social, civic, cultural or education activities.
- (2) Conference centers.
- (3) Other uses similar to the above uses as determined by resolution of the City Council.

DC. Permitted accessory uses. Permitted accessory uses shall be as follows:

- (1) Public festivals, street fairs, craft and art fairs and concerts. (Requires prior approval from City Council under § 23-7 of the City Code.) Any principal use permitted in the WP Zone as regulated therein.
- (3) Public garages and off-street parking Boat service, storage and repair facilities, including the sale and storage of boat fuel, lubricants, parts, accessories, ice and bait.
- (5) Rooftop gardens, greenhouses and solar collectors Lighthouse or other navigational aids.

ED. Procedure for review of waterfront development proposals.

- (1) Each waterfront development project shall require:
 - (a) Special permit approval by the Planning Board~~City Council~~, and
 - (b) Site plan approval by the Planning Board.

(2) The ~~Planning Board~~City Council's review of a special permit application for a waterfront development project or projects shall also include review of a waterfront development concept plan, which contains a proposed designation of the appropriate land uses, or a range of land uses, for the overall development of ~~the site~~Long Dock Peninsula. The purpose of this review is to assure that ~~the site~~Long Dock Peninsula will be developed in accordance with an overall comprehensive plan, even though the total waterfront development may consist of several separate waterfront development projects, which might be constructed at different times.

~~(3) The Planning Board may commence its review of a site plan for one or more waterfront development projects as soon as an application for such waterfront development project special permit has been submitted to the City Council, and such reviews may proceed simultaneously. However, no final approval of a site plan for any waterfront development project shall precede the issuance of a special permit for such waterfront development project by the City Council.~~

FE. Application fees. Applications to the ~~City Council~~or Planning Board as provided herein shall be accompanied by the appropriate fees which may be set from time to time by the City Council for such applications. If such fees are not sufficient to defray the costs of review, the applicant shall also be required to pay such additional fees as may be necessary for the reasonable expenses of technical assistance to the City in reviewing the technical aspects of the application.

GF. Procedure for special permit and waterfront development concept plan review.

(1) Application. The application for a waterfront development special permit for one or more waterfront development projects shall be submitted to the ~~Planning Board~~City Council. The application shall consist of narrative text, drawings and/or illustrations describing the proposed waterfront development project and concept plan. Drawings shall be submitted approximately to scale, but need not be to the precision of a finished engineering drawing, or a final site plan. The application shall include the following:

(g) Waterfront development concept plan showing the relation of the proposed uses to existing and proposed uses adjacent to the site, ~~particularly those on the City-owned land on the northern shore of Long Dock, and any other lands on the Long Dock Peninsula that are not part of the application. If no such uses have been proposed, the applicant shall discuss potential uses for such other parcels.~~

(k) Such additional information as the ~~Planning Board~~City Council may deem necessary in order to properly evaluate the application.

(2) ~~Planning Board~~City Council review of special permit and waterfront development concept plan application.

(a) Environmental compliance.

[2] Upon receipt of an application for a special permit and waterfront development concept plan, the ~~Planning Board~~City Council shall commence a coordinated review under SEQR and institute lead agency procedures after identifying all involved and interested agencies, as provided by law.

~~(b) City Council referrals.~~

~~[1] The City Council shall refer the application for a special permit and waterfront development concept plan approval to the Planning Board for a report and recommendation. The Planning Board shall review all documents and materials relating to the application and shall render a report to the City Council and may make any advisory recommendations it deems appropriate. Where the City Council is serving as the lead agency under SEQR, and the Planning Board is an involved or interested agency, then this referral may be coordinated with the comment period under SEQR. The report of the Planning Board shall be due on the date set for receipt of written comments on the DEIS or a date 45 days from the referral by the City Council, whichever is greater.~~

~~[2] Other referrals. The City Council shall comply with the applicable provisions of General Municipal Law §§ 239-l and 239-m. Where the City Council is serving as lead agency under SEQR, it shall also circulate the DEIS and FEIS as provided by law. In addition to any referrals required by law, the City Council may refer the application to any other City board, department, official, consultant or professional it deems appropriate.~~

~~(c) City Council public hearing. The City Council shall hold a public hearing, with the same notice required by law for zoning amendments, on the application for a special permit and waterfront development concept plan approval. Where the City Council is serving as lead agency under SEQR, and determines to hold a SEQR hearing, the SEQR hearing shall be conducted jointly with this public hearing, if practicable.~~

~~(3) City Council decision on special permit and waterfront development concept plan.~~

~~(a) The City Council shall render a decision on the application for waterfront development concept plan approval and for a special permit and after it has held the required public hearing herein, completed the SEQR process and made the~~

~~requisite SEQR findings, and made the consistency determination as required under the City's Local Waterfront Consistency Law.~~

~~(b) Concept plan approval. Prior to granting any special permit for a waterfront development project, the City Council shall review a waterfront development concept plan, which contains a proposed designation of appropriate land uses, or a range of land uses, for the overall development of the Long Dock Peninsula. The City Council shall approve the concept plan upon a finding that it:~~

~~[1] Will fulfill the purposes of the Waterfront Development Zone.~~

~~[2] Will be in harmony with the appropriate and orderly development of the City's waterfront area.~~

~~(be)~~ Special permit approval. The Planning Board~~City Council~~ may authorize the issuance of a special permit for a waterfront development project, provided that it shall find that the following conditions and standards have been met:

~~(cd)~~ Conditions. In approving any waterfront development concept plan and special permit, the Planning Board~~City Council~~ may attach such conditions, safeguards and mitigation measures as it deems necessary or appropriate to assure continual conformance to all applicable standards and requirements and to fulfill the intent and purposes of this law.

(4) Time periods for development pursuant to special permit. At the time of approving a special permit, the Planning Board~~City Council~~ may set forth the time period in which construction is to begin and be completed. The Planning Board~~City Council~~ may, in its discretion, extend any time period it has previously set where it finds that changing market conditions or other circumstances have acted to prevent the timely commencement or completion of work, and that the developer has proceeded with reasonable diligence in an effort to assure completion of the work within the permitted time period. The extension of these time periods shall not require the holding of a new public hearing.

(5) Revisions to waterfront development special permit. After approval of a waterfront park special permit, any proposed revisions in the approved special permit shall be submitted to the Planning Board~~City Council~~ or its designee. The Planning Board~~City Council~~, in its discretion, shall determine the appropriate procedures for consideration of the proposed revisions, and whether such revision is material enough to require further environmental analysis, further project review and/or a further hearing, as it may deem appropriate.

(6) Processing of phases comprised of Waterfront Park District uses. Notwithstanding other provisions of the waterfront development review and

approval process, where a waterfront development project includes a phase (or phases) comprised solely of uses permitted in the Waterfront Park District, the Planning Board~~City Council~~ may process and grant special permit approval to said phase(s) in advance of the complete processing of the overall project so long as the SEQR process has been complied with in accordance with the provisions of § 223-41.4F(2)(a)[5] herein; said phase is an integral part of an appropriate waterfront development concept plan, as determined by the Planning Board~~City Council~~; and the overall review and approval process for waterfront development special permits as outlined herein, including all referrals and hearings, has been complied with for said phase(s). After the granting of special permit approval, said phase(s) may proceed to ~~the Planning Board for~~ site development plan review and approval for said phase(s) in accordance with Subsection HG immediately below.

- HG. Site development plan review. After approval of the waterfront development special permit ~~by the City Council~~, the Planning Board may grant site plan approval to a waterfront development project.
- (1) Application for site plan approval. The application for site development plan approval shall contain all the material set forth in § 223-25B of this Zoning Ordinance. In addition, the applicant shall submit the following:
 - (d) Information to establish the relationship of the proposed project to later elements of the development of the site~~Long Deck~~, including any other adjacent and nearby lands that are not part of the applicant's planned waterfront development projects.
 - (2) Planning Board review of site plan.
 - (a) The Planning Board shall conduct a detailed review of the adequacy, location, arrangement, design and appearance of each aspect of the proposed development. While the scope of the Planning Board's review of the site plan will generally relate to the waterfront project at issue, the Planning Board shall have the authority to assure that aspects of the overall development of the site~~Long Deck~~ (e.g. stormwater management, domestic water and fire protection, sanitary sewer, all utilities, streets, etc.) shall be adequate to suit the purposes and needs of the entire peninsula, as it is finally developed.
 - (c) The proposed site development plan shall be in general conformance with the waterfront development concept plan. While the waterfront development concept plan approval will approve a general layout on the site~~Long Deck~~, the individual site plans for particular waterfront development projects will provide detailed building envelopes, elevations and site design details regarding proposals for various projects within the site. The Planning Board may exercise its discretion in

allowing minor variations from the waterfront development concept plan so long as the site plan is, in the Planning Board's judgment, generally in keeping with the waterfront development concept plan ~~approved by the City Council~~. In no case, however, shall the Planning Board have the authority to approve a total number of dwelling units or total density in the waterfront development which exceeds the number approved as part of the special permit and waterfront development concept plan. Nor shall the Planning Board have the authority to approve the total square footage of nonresidential space above that approved in the special permit~~by the City Council~~. ~~Any such expansions would require approval by the City Council.~~

7. **Sections 223-41.4(C) through 223-41.4(I) of the Zoning Law shall be respectively re-lettered to Sections (D) through (J).**

8. **Section 223-41.4 (J)(1) through J(11) (formerly 223-41.4 (I)) of the Zoning Law shall be replaced with the following:**

J. Development standards for Waterfront Development district. It is essential that development in this district meet the following development standards:

(1) Comprehensive design. The WD Zone allows for flexibility of design to encourage innovative site planning and creative use of the two areas specified: north area and south area. While the WD north area is expected to contain residential development, the southern portion of the district is expected to contain various elements of mixed-use development (e.g. residential, commercial, retail, cultural, etc.). Each area must be planned with a comprehensive plan for ingress, egress, circulation and utility service. The architectural styles of various buildings must be compatible within each portion of the WD district and must attain high standards of design.

(2) Relationship to river and MNRR station. All elements of a project within the WD Zone shall also be sensitive to the site's relationship to the river and the MNRR station, and shall be designed accordingly.

(3) Provision of view corridors. The sites shall be developed in such a way as to preserve important views from upland locations as specified but not limited to view corridors identified in the Local Waterfront Revitalization Program (LWRP). For the WD north area, building rooflines should step down, from north to south, to follow contour and elevation of the topography directly to the east of the development site. For the WD south area, building roofline should step down, from east to west, to protect views from Beekman and River Streets to maximum extent practicable. No building shall be taller than 32 feet above grade at the curb line of Beekman Street.

- (4) Architectural design standards
- (a) The various elements of any project shall be integrated by cohesive architectural treatment and compatible design.
- (b) Buildings shall be designed in consideration of appearance from all vantage points.
- (c) Architectural elements shall be used to provide visual interest, reduce apparent scale of the development and promote integration of the various design elements in the project.
- (d) Groups of related buildings shall be designed to present a compatible appearance in terms of architectural style. Compatible appearance should seek to achieve un-excessive difference rather than identical similarity.
- (e) Building lines shall be varied to the extent practicable in order to provide an interesting interplay of buildings and open spaces.
- (f) Appurtenances on buildings and auxiliary structures, such as mechanical equipment or water towers, parking facilities, or storage buildings, shall receive architectural treatment and screening consistent with that of principal buildings.
- (g) Parking decks should be screened from public view to maximum extent practicable, preferably with "green screen" techniques.
- (h) Buildings should have a top-floor cornice feature and first-floor architectural articulation, such as a storefront with a secondary cornice or an architecturally emphasized entrance doorway, to accent the central body of the building.
- (i) Wherever practicable, buildings should employ rustication to accentuate the base of buildings and provide human scale.
- (j) Architectural features and windows should be continued on all sides of the building that are clearly visible from a street or public parking area, avoiding any blank walls, except in cases of existing walls or potential common property walls. Larger buildings shall incorporate significant breaks in the facades and rooflines at intervals of no more than 35 feet.
- (k) Primary individual window proportions shall be greater in height than in width. Mirrored, reflective, or tinted glass, all-glass walls, and exterior roll-down security gates shall not be permitted. Any shutters shall match the size of the window opening, appear functional, and be attached to the window frame.

- (l) Building elements that provide additional architectural interest, such as balconies, bay windows, open porches, and cornices, may encroach up to four feet beyond the front lot line if the bottom of the encroaching building elements is at least 12 feet above grade.
- (m) Metal, glass or canvas-type awnings and canopies or projecting signs are encouraged and may encroach up to six feet for awnings and three feet for signs into the front setback and over the sidewalk above seven feet. Vinyl awnings are discouraged unless the applicant can demonstrate to the Planning Board's satisfaction that the finish and design of such awning are of high quality, aesthetically pleasing and meet the intended standards of the district, as determined by said Board.
- (n) Buildings shall have a front entrance door facing the primary street and connected to the sidewalk. Front entrance doors for commercial buildings and retail storefronts shall be active and provide main access during business hours.
- (o) Commercial buildings shall have at least 70 percent glass on the first-floor facades, located between two feet and 10 feet above the sidewalk. Residential buildings shall have at least 30 percent glass on the first-floor facades.
- (p) Finish building materials should be wood, brick, traditional cement-based stucco, stone or fiber-cement siding or other material deemed acceptable by the Planning Board. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls, plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic stone or brick, or synthetic stucco, exterior insulation and finishing system (EIFS), or direct-applied finish system (DAFS), and chain link fencing shall not be permitted.
- (5) Energy efficiency. The plan for development of any project shall be designed and arranged in such a way as to promote energy efficiency to the maximum extent practicable for all buildings. All buildings should meet or exceed LEED Silver rating or equivalency.
- (6) Landscaping, screening and buffering.
 - (a) All sidewalks, open spaces, parking areas and service areas shall be landscaped and/or paved in a manner that will harmonize with proposed buildings. Materials for paving, walls, fences, curbs, benches, etc., will be attractive, durable, easily maintained and compatible with the exterior materials of adjacent buildings.
 - (b) The Planning Board may require buffer landscaping, fencing or screening to separate land uses, and to screen utility buildings, refuse collection areas, cooling systems and other similar installations and features.

- (c) All plants, trees and shrubs shall be installed in accordance with a planting schedule provided by the developer and approved by the Planning Board. Landscape materials selected shall be appropriate to the growing conditions of the shoreline environment and this climatic zone.
- (7) Lighting. Streets, drives, walks and other outdoor areas shall be properly lighted to promote safety and encourage pedestrian use. All exterior lighting for the project shall be directed downward or otherwise appropriately shielded and designed to minimize excessive light. It shall have an attractive appearance compatible with the overall project design and waterfront character. Lighting type, number and locations shall be subject to Planning Board review and approval as part of the site plan review.
- (b) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots shall be a maximum of 20 feet high. Lighting shall be energy efficient, have full spectrum color quality, and shall prevent any lighting above 60 watts that directly projects above the horizontal level into the night sky.
- (8) Signage.
- (a) All signs shall be planned and designed in accordance with an overall comprehensive signage plan, which shall be subject to Planning Board review and approval as part of site plan review.
- (b) All signs shall be of a size and scale as determined appropriate by the Planning Board to accomplish their intended purpose.
- (9) Vehicular circulation system and traffic access. The rights-of-way and pavement widths for all internal streets, drives, walks or other access ways for vehicles and/or pedestrians shall be determined on the basis of sound current planning and engineering standards, which shall accommodate projected demand but minimize impervious surface to the maximum extent possible.
- (10) Public access. While development in WD north area is expected to be primarily residential, development in WD south area is expected to accommodate public access to the MNRR station and Beacon waterfront. This will require certain private elements for the security and benefit of its residents and property owners. A clear boundary should be maintained between publicly accessible and private space. Development that provides access to the MNRR train station (i.e. the WD south area) public pedestrian access should be created in a manner which:
- (a) Enhances existing public access opportunities to the riverfront, in furtherance of the City's Comprehensive Plan and LWRP and the state's coastal policies.

(b) Coordinates such public access with existing or anticipated opportunities for public access to the MNRR and Beacon waterfront west of the railroad tracks.

(c) Provides a public promenade along length of development facing the river.

9. Section 223-41.4 (J)(11) (formerly 223-41.4 (I)(12)) of the Zoning Law shall be amended to read as follows:

~~(1142)~~ Off-street parking and loading.

(b) Parking requirements.

[1] Multifamily dwelling: one space per unit ~~plus ¼ space per bedroom.~~

~~[2] Marina: ½ space per slip or dry rack storage unit.~~

(e) Alternative methods of meeting off-street parking requirements.

[2] Planning Board authority. The Planning Board shall be authorized to reduce parking requirements for a given use, based upon a finding that any portion of the off-street parking requirements of a waterfront development have been satisfied when the applicant establishes to the Board's satisfaction that alternative parking solutions are appropriate and will provide adequate parking for the WD site. If an applicant wishes to use alternative parking methods, he must submit a complete analysis to the Board for review. This analysis must include estimates of peak parking demands for different land uses for different hours of the day and days of the week. It should also define strategies intended to incorporate alternative parking methods and the advantages of such strategies.

10. Sections 223-41.4(J)(11)(B)[3] through [7] of the Zoning Law shall be respectively re-lettered to Sections [2] through [6].

11. Section 223-41.7 of the Zoning Law shall be replaced with the following:

A. Minimum site size: 5 acres.

B. Maximum height.

(1) Area north of West Main Street (see illustration): Average of no more than four (4) stories of residential/mixed use over parking. Height may not exceed average of 80 feet from average ground level of site.

(2) Area south of Light Industry (LI) zone (see illustration): Average of no more than three (3) stories of residential/mixed use over parking. Height may not exceed average of 32 feet at Beekman Street, nor more than average of 70 feet above the average ground level of the existing Metro-North parking.

(3) The illustrations of height attached in this Subsection shall not be exceeded so that the public views to the east are adequately protected.

C. Maximum floor area ratio (excluding parking).

(1) Area north of West Main Street: 3.0.

(2) Area south of Light Industry (LI) zone: 2.0.

D. Minimum open space: 15% of the site area, 10% of which must be publicly accessible.

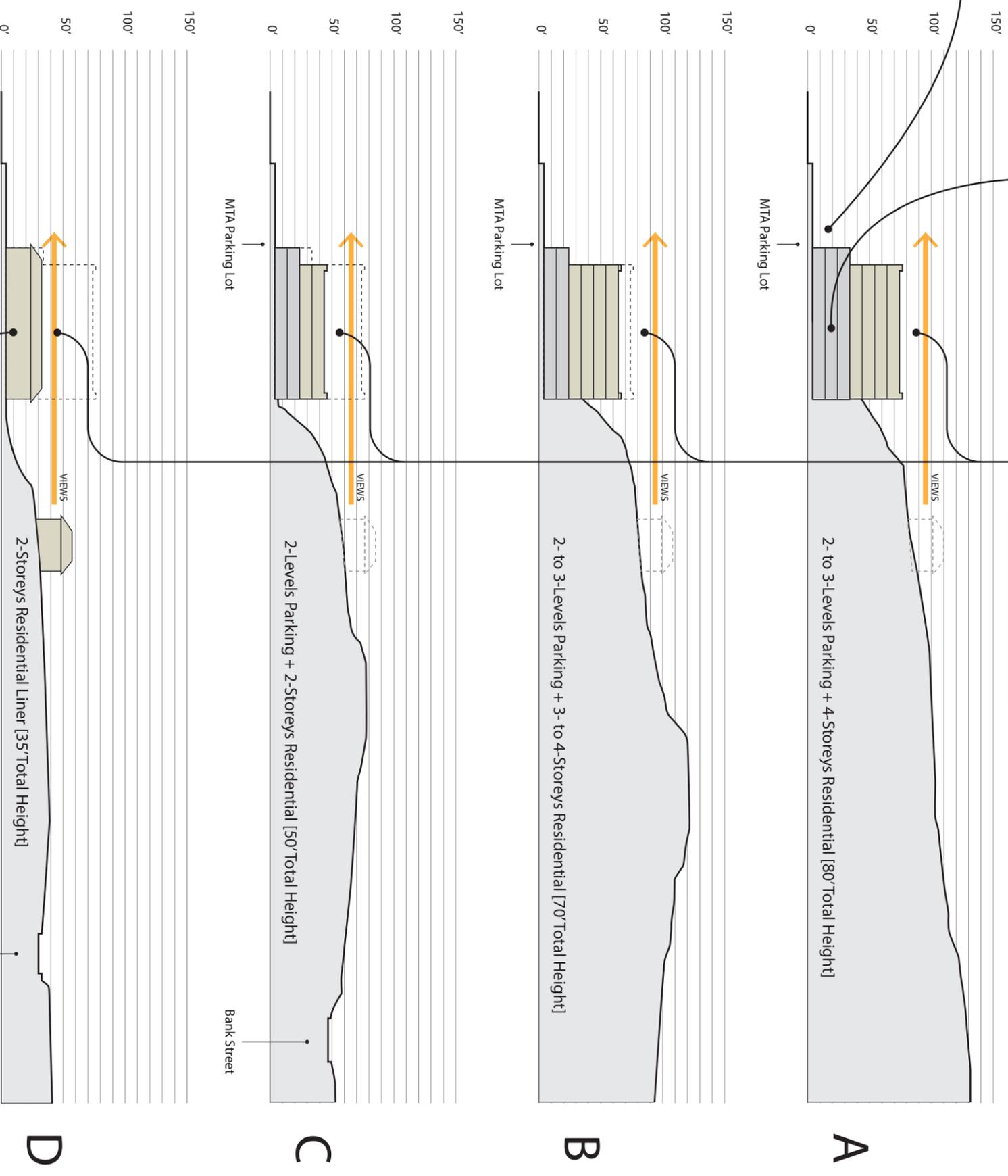
Waterfront Development North Metro North Parking Area



"Green Screen" base of building to cover and enhance parking levels

Provide MTA and development parking below

Avg. of 4-stories residential development - building roofline should step down to follow contour/elevation behind.



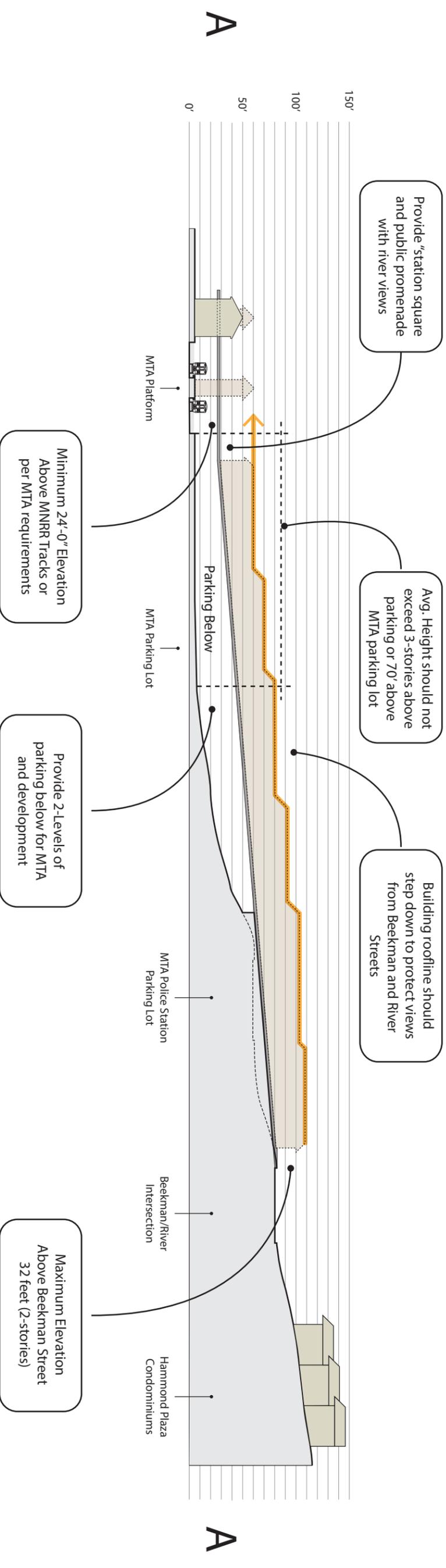
Profile Section Cuts

Frontage along West Main Street Elevation (occupiable space above flood plain)

Waterfront Development South Metro North Station Area



Profile Section Cuts



12. Section 223-41.20 of the Zoning Law shall be amended to delete Figure 20-1 (Linkage Zone Map) and to read as follows:

The provisions of this article apply to the area shown as the Linkage District (L) on the City of Beacon Zoning Map, ~~a portion of which is annexed hereto to amend said Zoning Map~~. All new uses of land and structures shall comply with this article. Existing nonconforming uses may continue as provided in § 223-10, Nonconforming uses and structures, except as may be otherwise provided in this article. Conforming residential uses existing on the effective date of this article shall be bound by the zoning of the subject property immediately prior to the enactment of the Linkage District. Any existing conforming building that is destroyed by fire or casualty to an extent of more than 50% may be rebuilt on the same footprint and with the same dimensions and may be extended at the same height along its frontage. Any existing building that does not satisfy the minimum building height requirements in the district may continue and may be expanded at the same height, provided that it is in conformity with all other dimensional requirements in the district. In case of any conflict between this article and other provisions of this Zoning Chapter, this article shall control. In order to encourage mixed uses, more than one permitted use shall be allowed on any lot or parcel, subject to all approval criteria contained herein.

13. Section 223-41.21 of the Zoning Law shall be amended to read as follows:

B. Uses by special permit.

(a) Retail, personal services business or restaurant, coffee house or other establishment that serves food, with or without alcoholic beverages, provided that:

[2] The use is within 400 feet of the Route 9D-Beekman Street intersection, as identified on the Zoning Map, or located along the north side of West Main Street between Beekman Street and River Street; and

D. Dimensional regulations. All new construction or enlargement of existing structures in the L District shall be subject to the following minimum and maximum dimensional regulations:

(5) Building height: minimum two stories, average maximum four stories and 48 feet, as determined from the average street front level. Stories built below the grade of the street front shall not be counted toward building height. The second story of a two-story building shall be built in a manner that allows actual occupancy for one or more permitted uses and does not create the mere appearance of a second story. For any building over three stories, a setback of at least 15 feet behind the facade shall be required above the third story. Chimneys, vent pipes, mechanical systems, elevator shafts, antennas, wireless communications facilities, roof gardens and fences, greenhouses, solar collectors, wind energy

systems, and other rooftop accessory structures may project up to 15 feet above the maximum height. With the exception of roof gardens and solar collectors, such projections may occupy no more than 20% of the roof area and must be set back at least 15 feet from the front edge of the roof.

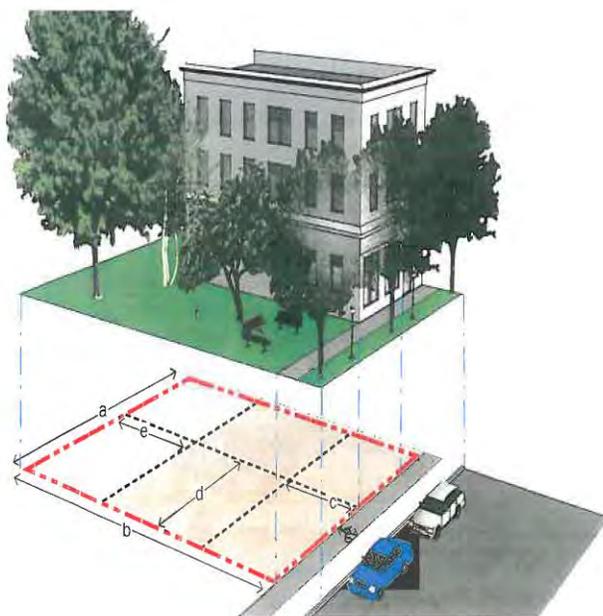
- (6) Lot area ~~and lot width: 5,000 square feet~~ ~~There are no minimum lot area or lot width requirements.~~
- (7) Lot width: 50 feet.
- (8) Floor area ratio: 1.5 ~~There is no maximum floor area ratio.~~
- (10) Linkage Zone standards.

Figure 21-1: Linkage Zone Standards

LOT STANDARDS			
		Min.	Max.
	Lot Area	<u>5,000 sf</u>	-
(a)	Lot Width	<u>50'</u>	-
(b)	Lot Depth	75'	-
	F.A.R.	<u>1.5</u>	-
(c)	Front Setback	0'	20'
(d)	Side Setback	0'	30'
(e)	Rear Setback	25'	-
(f)	Landscaped Area	15%	-
	Frontage Occupancy	-	-
(g)	Pedestrian Clearway	5'	-
(h)	Height	<u>20'</u>	<u>48'</u>

BUILDING HEIGHTS	

FRONTAGE TYPES	
	Allowed
Storefront	within 400' of Rt. 9-D/Beekman St. intersection
Forecourt	yes
Stoop	yes
Porch	yes
Lightwell	yes



See text for exceptions and clarifications to Figure 21-1.

- F. Parking location and quantity.
 - (2) The minimum quantity of required on-site parking spaces shall be as follows:
 - (d) Other uses: as listed in Section 223.26 of this chapter~~determined by the Planning Board in the course of site plan review.~~
 - (3) The quantity of required on-site parking in Subsection F(2) above may be modified by the Planning Board, in its discretion, based upon information submitted by the applicant or otherwise made available to the Planning Board in the public record, demonstrating one or more of the following:
 - (c) That the applicant has provided sufficient bicycle parking to reduce anticipated vehicular travel demand, as supported by a professional parking study.
 - (4) For small preexisting lots where the provision of on-site parking is infeasible, the Planning Board may waive up to 50%~~all~~ of the parking requirements, provided that the total floor area of the building is no greater than 3,000 square feet. The Planning Board may grant additional parking waivers, at its discretion, subject to an in-lieu payment of \$10,000 per parking space.
- H. Site plan review/special permit procedures and criteria.
 - (2) For projects with over 20,000~~40,000~~ square feet in building footprint area, or projects that require a special permit, the applicant shall follow the procedures in §§ 223-18 and 223-25, except that the Planning Board shall take the place of the City Council in § 223-18. Such applications shall comply with those sections to the extent that such sections do not contain standards that conflict with this article. In case of a conflict, this article shall control.
 - ~~L. Linkage plan. This sketch plan provides one possible set of design solutions, which was included in the 2007 Comprehensive Plan Appendix as an illustration of planning principles for the Linkage District.~~

~~Figure 21-21: Connecting Beacon's Main Street with the Hudson River and Railroad Station~~

SECTION 4. REZONING

The zoning of the parcels listed below is hereby changed from the Existing Zoning District to the New Zoning District as shown in the table:

Tax Parcel Number	Subject Property Address	Owner's Name and Address	Existing Zoning District	New Zoning District
5954-32-481840	8 Long Dock Rd.	Scenic Hudson 1 Civic Center Plaza, Suite 200 Poughkeepsie, NY 12601	Waterfront Development	Waterfront Park
5954-32-490828	23 Long Dock Rd.	Scenic Hudson 1 Civic Center Plaza, Suite 200 Poughkeepsie, NY 12601	Waterfront Development	Waterfront Park
5954-41-537725	Long Dock Rd.	Scenic Hudson 1 Civic Center Plaza, Suite 200 Poughkeepsie, NY 12601	Waterfront Development	Waterfront Park
5954-00-472672	Dennings Ave. Rear	Scenic Hudson 1 Civic Center Plaza, Suite 200 Poughkeepsie, NY 12601	Waterfront Development	Waterfront Park
5954-25-549980	Railroad Dr.	MTA Metro North Railroad 347 Madison Ave. New York, NY 10017	Waterfront Park	Waterfront Development
Portion of 5954-33-549777	33 Railroad Dr.	MTA Metro North Railroad 347 Madison Ave. New York, NY 10017	Waterfront Development	Waterfront Park
Portion of 5954-25-554890	West Main St.	MTA Metro North Railroad 347 Madison Ave. New York, NY 10017	Waterfront Park	Waterfront Development
5954-33-594862	11 Beekman St.	MTA Metro North Railroad 347 Madison Ave. New York, NY 10017	LB	Waterfront Development
5954-25-583911	1 West Main St.	MTA Metro North Railroad 347 Madison Ave. New York, NY 10017	Waterfront Park	Waterfront Development
5954-49-574583	Conrail Tracks and River	MTA Metro North Railroad 347 Madison Ave. New York, NY 10017	Waterfront Development	Waterfront Park
5954-57-586430	Dennings Ave. Rear	MTA Metro North Railroad 347 Madison Ave. New York, NY 10017	Waterfront Development	Waterfront Park
5954-57-587478	Dennings Ave. Rear	City of Beacon 1 Municipal Plaza Beacon, NY 12508	Waterfront Development	Waterfront Park

SECTION 5. ZONING MAP

The Zoning Map of the City of Beacon is hereby amended to show the changes specified in Section 4 above. A map showing the proposed rezonings entitled "Zoning Map Proposal" dated January 13, 2017 is attached hereto as Exhibit "A."

SECTION 6. 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 sub-sections 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 7. RATIFICATION, READOPTION AND CONFIRMATION

Except as specifically modified by the amendments contained herein, the Code of the City of Beacon as adopted and amended from time to time thereafter is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

SECTION 8. SEPARABILITY

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 application to other persons or circumstances. It is hereby declared to be the legislative intent of the City Council of the City of Beacon 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 thereof is held inapplicable had been specifically exempt therefrom.

SECTION 9. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the Secretary of State as provided by the Municipal Home Rule Law.

Rezone to Waterfront Development (WD)
(Formerly WP)

Rezone to Waterfront Development (WD)
(Formerly LI, LB, WP)

Rezone to Waterfront Park (WP)
(Formerly WD)

LEGEND

Historic District and Landmark Overlay Zone

RESIDENTIAL DISTRICTS

- R1-120 One Family
120,000 sq.ft./dwelling
- R1-80 One Family
80,000 sq.ft./dwelling
- R1-40 One Family
40,000 sq.ft./dwelling
- R1-20 One Family
20,000 sq.ft./dwelling
- R1-10 One Family
10,000 sq.ft./dwelling
- R1-7.5 One Family
7,500 sq.ft./dwelling
- R1-5 One Family
5,000 sq.ft./dwelling
- RD-6 Designed Residence
6,000 sq.ft./dwelling
- RD-5 Designed Residence
5,000 sq.ft./dwelling
- RD-4 Designed Residence
4,000 sq.ft./dwelling
- RD-3 Designed Residence
3,000 sq.ft./dwelling
- RD-1.8 Designed Residence
1,800 sq.ft./dwelling
- RD-1.7 Designed Residence
1,700 sq.ft./dwelling
- RMF-1.5 Multi-Family
1,500 sq.ft./dwelling
- RMF-.8 Multi-Family
800 sq.ft./dwelling

FORM BASED DISTRICTS

- CMS Central Main Street
- L Linkage

COMMERCIAL DISTRICTS

- PB Business Off-Street Parking
- OB Office Business
- LB Local Business
- CB Central Business
- GB General Business

INDUSTRIAL DISTRICTS

- LI Light Industrial
- HI Heavy Industrial

WATERFRONT DISTRICTS

- WP Waterfront Park
- WD Waterfront Development
- FCD Fishkill Creek Development

Flood-prone areas

Mixed-uses allowed within 400 feet of intersection (Linkage District)

EXHIBIT A: Proposed Zoning Changes - Waterfront/Train Station

City of Beacon Workshop Agenda
2/27/2017

Title:

Greenway Connections

Subject:

Background:

ATTACHMENTS:

Description	Type
Greenway Cover Letter	Cover Memo/Letter
Greenway Draft Resolution	Resolution
Greenway SEQRA Narrative	Backup Material
Greenway SEQRA Part 1	Backup Material
Greenway SEQRA Part 2	Backup Material
Gway Links to Guides	Backup Material



Hudson River Valley Greenway

BARNABAS MCHENRY
Chairman
Greenway Council

SARA GRIFFEN
Acting Chair
Greenway Conservancy

MARK CASTIGLIONE
Acting Executive Director

October 28, 2015

Dutchess County Mayors and Supervisors:

On March 8, 2000 the [Hudson River Valley Greenway Communities Council](#) approved [Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities](#) as Dutchess County's Greenway Compact strategy, establishing it as the model for the rest of the Hudson Valley. In the following years, 29 out of the county's 30 municipalities adopted *Greenway Connections* as a voluntary set of principles and guidelines and began to receive the additional advantages of belonging to the Greenway Compact. Among the multiple benefits, Dutchess County and local governments have been awarded over \$2 million in Greenway-related grants.

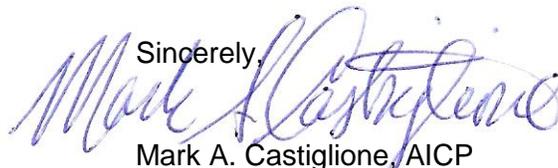
Greenway Connections was always intended to be a living document with new Greenway Guides to be added to the three-ring binder at the request of local representatives and agencies. After previews of draft guides in the Dutchess County Planning Federation newsletter and at various presentations for public comments, the following seven new Greenway Guides have been approved by the Greenway Council for adoption by Greenway Compact communities: [Centers and Greenspaces](#); [Slower, Safer Streets](#); [Rural Roads](#); [Building Bicycle Networks](#); [Convenience Stores with Gas Pumps](#); and [Recycling and Waste Collection](#); [Green Infrastructure](#).

The Greenway Guides have proven to be useful planning tools for municipal board members. This success is predicated on the fact that the Guides simply provide options and can be used in discretionary decisions when local officials deem appropriate. It should be reinforced that neither the Greenway Guides nor the Greenway Compact limit home rule, supersede local regulations, or impose any requirements.

The local laws adopting *Greenway Connections* contained a provision for amendments to the document by resolution of the local legislative body within 90 days of receipt of any proposed changes. Included in this packet are copies of the seven new Guides, a draft adoption resolution, and a draft Short Environmental Assessment Form with descriptive narrative under the State Environmental Quality Review Act to help simplify the process. Officials should coordinate the adoption procedures with their local attorneys.

Additional copies of *Greenway Connections*, including the seven new Guides, are available from the Dutchess County Department of Planning and Development online at: <http://www.co.dutchess.ny.us/CountyGov/Departments/Planning/17329.htm>

If you have any questions, please feel free to call me or Dutchess County Planning and Development at (845) 486-3600.

Sincerely,

Mark A. Castiglione, AICP
Acting Executive Director

Draft Resolution
Amendments to *Greenway Connections: Greenway Compact Program and Guides*
for Dutchess County Communities, adding seven new Greenway Guides

_____ [Date] _____

WHEREAS, the Hudson River Valley Greenway Act of 1991 has as a legislative goal the establishment of the Greenway Compact, a process for voluntary cooperation among the communities of the Hudson River region; and

WHEREAS, the _____ [Municipality] _____ adopted *Greenway Connections* by Local Law and joined the Greenway Compact on _____ [Date] _____; and

WHEREAS, the Greenway Act or the adoption of *Greenway Connections* do not supersede or change the powers that the State has granted municipal governments under the New York constitution, the Municipal Home Rule Law, or various municipal enabling acts, and

WHEREAS, the Local Law adopting *Greenway Connections* contained a provision allowing subsequent amendments to the document by resolution of the local legislative body; and

WHEREAS, after multiple local presentations and public comments, the Hudson River Valley Greenway Communities Council has approved seven new Greenway Guides to be included in *Greenway Connections: Centers and Greenspaces, Slower Safer Streets, Rural Roads, Building Bicycle Networks, Convenience Stores with Gas Pumps, Recycling and Waste Collection, and Green Infrastructure*; and

WHEREAS, the Greenway Guides are entirely optional in nature and to be considered only when local officials in discretionary decisions think they may be appropriate; and

WHEREAS, _____ [Municipal Board or Council] _____, as lead agency, has completed a review under the State Environmental Quality Review Act (SEQRA) and has determined that these amendments to *Greenway Connections* will not have a significant effect on the environment and, therefore, warrant a “Negative Declaration” under Article 8 of the State Environmental Conservation Law, and

NOW, THEREFORE BE IT RESOLVED,

1. That the _____ [Municipal Board or Council] _____ has prepared and hereby adopts the annexed SEQRA Negative Declaration for the proposed action; and
2. That the _____ [Municipal Board or Council] _____ approves and adopts the amendments to *Greenway Connections* to include seven new Greenway Guides: Centers and Greenspaces, Slower Safer Streets, Rural Roads, Building Bicycle Networks, Convenience Stores with Gas Pumps, Recycling and Waste Collection, and Green Infrastructure.

Approved: _____ [Date] _____

**Short Environmental Assessment Form for Amendments to
*Greenway Connections: Greenway Compact Program and Guides for
Dutchess County Communities*
Part 1 Narrative**

The _____ [Name of Municipality] _____ adopted *Greenway Connections* on _____ [Date] _____, consistent with Section 44-0119 of the New York State Environmental Conservation Law. The Local Law adopting *Greenway Connections* and cross-referencing it in zoning and subdivision regulations contained a provision allowing for subsequent amendments to the document by resolution of the local legislative board. The Hudson River Valley Greenway Communities Council (Greenway Council) has approved seven new Greenway Guides to be included in *Greenway Connections*. This action is to amend *Greenway Connections* to incorporate the following Greenway Guides:

- Centers and Greenspaces;
- Slower Safer Streets;
- Rural Roads;
- Building Bicycle Networks;
- Convenience Stores with Gas Pumps;
- Recycling and Waste Collection; and
- Green Infrastructure.

The Greenway Compact program is a voluntary partnership between the Greenway Council and local communities to work toward Greenway goals, help build a network of connecting trails, and use the Greenway Guides to improve their surroundings. *Greenway Connections* features an analysis of landscape patterns in the region, highlighting key planning principles for each natural or settlement pattern. In terms of implementing the program, the document includes a listing of model projects consistent with Greenway goals, ways to work with neighboring communities, and methods for improving the development review process through the use of Greenway Guides.

The Greenway Guides supply good planning advice and illustrate practical solutions on a variety of issues to help local officials with everyday decisions. They highlight some of the best existing examples of successful designs in Dutchess County. The Guides can be used to supplement zoning laws and other regulations, similar to existing comprehensive plans or other planning documents, but they are not required standards. Their use is optional. They can help guide discretionary actions in cases where local boards feel they are appropriate.

By providing highly visual guidance up-front, applicants will better understand what communities want and will be able to propose more compatible projects on the first submittal. Therefore, the Greenway Guides are meant to help streamline the development review process for proposals that generally fit in with locally defined community character and approved guidelines.

The Greenway Compact program is entirely voluntary and relies on incentives and guidelines, not regulations or requirements. The flexibility and hands-on nature of home rule and local decision making is thereby protected, yet strengthened with the mutual support of surrounding Greenway Compact communities.

The standard questions in Part 1 of the Short Environmental Assessment form are generally not applicable to the adoption of amendments to a planning document. This narrative is generic in nature because the adoption of the new Greenway Guides is not related to a specific project site, although it may have widespread applications and potentially affect future land use decisions.

This action may have potential impacts on patterns of land development, water quality, wildlife habitat, agricultural activities, aesthetic qualities, historic resources, open space and recreational opportunities, transportation systems, and long-term public health, safety and general welfare, but no significant negative impacts are anticipated. Any impacts are intended to be entirely beneficial. No mitigation measures are needed for beneficial impacts. Each specific zoning, site plan or land use decision of any significance that may be affected by the adoption of the Greenway Guides will require a subsequent decision and environmental review process.

In summary, the policies, principles, and guides incorporated in *Greenway Connections* are voluntary, advisory, and overwhelmingly positive in nature and will be subject to continued public discussions and decisions for approval or funding before being implemented. These subsequent actions will be subject to environmental review under SEQRA once the specifics of the project or decision is known.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
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	YES
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	YES
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>YES</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>YES</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>YES</p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: _____</p>		

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?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
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?		
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?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

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.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

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)

Greenway Connection Guides

Control-Click to Open

1. [Centers and Greenspaces](#)
2. [Slower, Safer Streets](#)
3. [Rural Roads](#)
4. [Building Bicycle Networks](#)
5. [Convenience Stores with Gas Pumps](#)
6. [Recycling and Waste Collection](#)
7. [Green Infrastructure](#)

City of Beacon Workshop Agenda
2/27/2017

Title:

Summer Camp

Subject:

Background:

ATTACHMENTS:

Description

Summer Camp Proposal

Type

Backup Material

Summer Program at the Settlement Camp Park

The Summer Program at the Settlement Camp Park in Beacon invites children ages 5-10 to spend their summer days exploring local ecology and the arts. Our 5-week day camp is designed to deepen children's relationship to our local ecology and to nourish their own creativity, as well as build community. Simply stated, we want kids to spend time outdoors having fun.



Rain or shine, we explore in the fields and forests, and get creative! As we delve deeply into each week's special theme, we make art with paint and drawing materials, fabric, wood, and found objects. Every day we sing songs, write songs, and make a lot of music together. Water play, disc golf, kite-flying, swim, and other fun summer activities also will contribute to the camp community spirit.

We will coordinate with our After School program educators as well as existing groups associated with the Settlement Camp, such as the Disc Golf Club, Sargent-Downing Garden and Nursery, and the Hudson River Sloop Clearwater, to enhance learning opportunities for the campers. Moreover, the rich legacy of the site as the University Settlement Camp is a history that lives on in our daily stories and songs.

- 5 Weeks- July 10 to August 11
- Monday-Friday, from 9:00-3:00 with early and aftercare options
- Ages 5-10
- CIT(counselor in training) program for ages 13-16

Counselors, instructors, and CITs work with groups of 8 to 10 children, so we can provide plenty of individual attention and opportunities for meaningful collaboration between campers.



South Ave Summer Park Days

This would be a traditional free drop-in park program for children to participate in activities throughout the day. Summer Park Days staff will facilitate and guide recreational experiences that promote creativity, teamwork and healthy lifestyles. Activities include organized sports, arts and crafts, games, team building and nutrition lessons. We would be working in partnership with the Kids R Kids Feeding Program that currently offers a free lunch program at the center in the summer months.

- Based on 8 weeks, 3 Days, 10am-2pm
- Drop In Park Program
- Lunch with Kids R Kids Feeding Program
- Sports-Games-Crafts

CAMP	LENGTH	HOURS	AGE	RATE
CAMP REDWOOD	8 WEEKS	8:30AM-4:00PM	5 to 16	\$350/ WEEK
CITY OF BEACON	5 WEEKS	9:00AM-3:00PM	5-10(13-16)	\$175/ WEEK
FISHKILL	7 WEEKS	8:30AM-2:30PM	K to 5th	\$155/ WEEK
PHILLIPSTOWN	7 WEEKS	9:00AM-3:00PM	K to 7th	\$160/ WEEK
RANDOLPH SCHOOL	7 WEEKS	8:30AM-4:00PM	3 to 11	\$300/ WEEK
ROSE HILL	8 WEEKS	9AM-5PM	5 to 12	\$195/ WEEK
TOWN EAST FISHKILL	7 WEEKS	8:30AM-2:00PM	6 to 14	\$350/ CHILD
TOWN OF NEWBURGH	7 WEEKS	8:30AM-4:00PM	6 to 16	\$120/ WEEK
TOWN WAPPINGERS	6 WEEKS	9:00AM-3:00PM	6 to 12	\$50/ WEEK
YMCA WALDEN	7 WEEKS	9:00AM-4:00PM	5 to 13	\$210/ WEEK



South Ave Summer Park Days

This would be a traditional free drop-in park program for children to participate in activities throughout the day. Summer Park Days staff provide quality recreational experiences that promote creativity, teamwork and healthy lifestyles. Activities include organized sports, arts and

crafts, games, team building and nutrition lessons. We would be working in partnership with the Kids R Kids Feeding Program that currently offers a free lunch program at the center in the summer months.

- Based on 8 weeks, 3 Days, 10am-2pm
- Drop In Park Program
- Lunch with Kids R Kids Feeding Program
- Sports-Games-Crafts
- No pre-registration
- Supervision limited to equipment use and activity scheduled

Revenue	Estimate	Notes
Proposed free program-no revenue		

Expense		
Camp staff - Counselors	\$3456.00	2 counselors- \$12 hour/8 weeks/3 days/6 hours
Payroll Taxes	\$277.00	<u>.@ 7.99%</u>
Training	\$60.00	1st Aid/CPR-2 @\$30
Supplies -	\$1000.00	Startup & \$100 per week
	4793.00	
Total Revenue	\$0.00	
Total Expense	\$4793.00	
Net Revenue	-\$4793.00	

**City of Beacon Workshop Agenda
2/27/2017**

Title:

Sanctuary City

Subject:

Background:

ATTACHMENTS:

Description
PD Statement

Type
Backup Material

The City of Beacon Police Department will strive to protect the rights and integrity of all persons without prejudice or bias against race, religion, ethnic and national origin or sexual orientation within its jurisdiction; to safeguard the diversities of our communities and its citizens, to be free from criminal attack, threats of violence and persecution, secure in their possessions, and vigilant that together we can enjoy peace and harmony.

The Police Department's methods must stress cooperation with citizens based on trust rather than fear and they must emphasize prevention of crime as well as suppression of crime. The existence and effectiveness of the Police Department depends on public approval of police actions and behavior and in general on the Police Department's ability to secure and maintain the public's respect.

It is not the practice of the Beacon Police Department to inquire as to one's immigration status or engage in activities solely for the purpose of enforcing immigration laws. The Beacon Police Department does not have the authority nor the desire to stop or arrest individuals based on their immigration status.

While the Beacon Police Department interacts, and cooperates with local, state and federal law enforcement agencies on a regular basis, interactions with agencies such as ICE have been few and far between. Presence of immigration enforcement in the City of Beacon has been limited to merely a few instances in decades. That being said, based on current events, the administration of the Beacon Police Department recognizes the sensitivity of this issue and any requests by immigration authorities for information or assistance will be thoroughly vetted.

City of Beacon Workshop Agenda
2/27/2017

Title:

Beacon Flea Market Contract Renewal

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Flea Market	Resolution
2017 Flea Market Agreement	Agreement



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. _____ OF 2017

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF BEACON
AND THINGS YOU LOVE EVENTS, LLC.**

WHEREAS, the City Council approves the execution of the License Agreement between the City of Beacon and Things You Love Events, LLC regarding the use of certain real property known as the Henry Street Parking Lot #1, located at the intersection of Henry Street and South Chestnut Street, Beacon, New York, as a flea market, on certain limited dates and with certain terms and conditions;

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of Beacon or the City Administrator is authorized to execute said License Agreement with Things You Love Events, LLC and any documents consistent therewith.

Resolution No. _____ of 2017		Date: <u>March 6, 2017</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 J. Casale					
		Motion Carried					

LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”), is made and entered into as of March ___, 2017, between the City of Beacon, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office at One Municipal Center, Beacon, New York 12508 (hereinafter “Licensor” or the “City”) and Things You Love Events, LLC, duly organized and existing under the laws of the State of New York, having its principal place of business at 35 North Elm Street, Beacon, New York 12508 (hereinafter “Licensee”).

RECITALS

A. The City is the owner of certain real property known as the Henry Street Parking Lot #1, located at the intersection of Henry Street and South Chestnut Street, Beacon, New York (the “Property”).

B. Licensee has requested a license to enter upon and use the Property for the purpose of operating a flea market on the Property on Sundays during the months April through November, from 7:00 a.m. to 4:00 p.m.

C. Licensor is willing to grant the requested permission subject to and upon the following terms and conditions:

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) **GRANT**: Subject to the terms and conditions of this Agreement and upon representation from Licensor that it is the owner of the Property the Licensor hereby grants to Licensee a non-exclusive license (the “License”) to enter upon and use the Property solely for the purpose of the Permitted Use as defined in Paragraph Four (4) below.

(2) **TERM**: Subject to the terms of this Agreement, the term of the License shall commence upon the date of execution of this Agreement by the parties hereto and continue until November 30, 2017. The Property shall not be used by Licensee on the Spirit of Beacon day. The City further reserves the right, upon two (2) weeks prior notice, to make the Property unavailable for Licensee’s use in the event it is required for use by the City for a City event or a third party event the City has authorized to use the Property. This Agreement may be terminated on thirty (30) days written notice by either party, without cause.

(3) **FEE**: In exchange for and as consideration for this License, Licensee agrees to pay to Licensor the sum of Two Hundred and Twenty (\$220.00) Dollars for each day the flea market operates on the Property, beginning April 1, 2017, through the date of the expiration or termination of this Agreement. To the extent the flea market is unable to operate because of inclement weather or due to the actions of the City, or the Licensee advises the City in writing via e-mail to the City Administrator by 5:00 p.m. the Friday before the anticipated use, Licensee shall not be required to pay a fee for the week in question. The fee shall be payable monthly and payment shall be due on the fifteenth day of each month commencing on April 15, 2017.

(4) **PERMITTED USE**: The License granted hereunder shall be solely for the Permitted Use described in sections 4(a) through 4(i) herein. Use of the Property by Licensee for anything other than the Permitted Use shall be deemed a breach of this License Agreement. The following is permitted under this Agreement:

- a. The Licensee shall operate a flea market on the Property;
- b. The layout for the operation of the flea market, including the location of entrances and exits and proposed locations for vendors, is set forth on Exhibit "1" attached hereto;
- c. Walk-in spaces on the Property as set forth in Exhibit "1" shall be reserved for Beacon residents until 7:30 a.m. on Sunday morning;
- d. A portable toilet shall be installed on the Property by Licensee from the period April 1 through November 30, in the location set forth on Exhibit "1", and Licensee shall be responsible for installing and maintaining the portable toilet;
- e. The Property will be closed off with barriers installed by Licensee starting at 8:00 p.m. on Saturdays before the day the flea market is to operate. Licensee is responsible for the installation and removal of all barriers and must permit vehicles located on the Property prior to 8:00 p.m. to vacate the Property at all times. In the event the flea market anticipates it is not going to operate on any Sunday between April 1 and November 30, Licensee shall not install any barriers the previous Saturday. Notwithstanding the provisions in Paragraph Three (3) above, if barriers are installed on the previous Saturday, and the flea market is unable to operate on Sunday for any reason not caused by the City, the Licensee shall remain responsible for the payment of the required fee.
- f. A sign shall be posted at Licensee's sole cost and expense notifying persons using the Property for parking that the parking lot will be closed on Saturday starting at 8:00 p.m. until Sunday at 4:00 p.m. from April 1 to November 30. Licensee shall use its best efforts to

have owners remove vehicles from the Property starting Saturday evening before the flea market is scheduled to operate. The City shall have no obligation to ensure that vehicles are removed from the Property. Any vehicles remaining on the Property after 8:00 p.m. on a Saturday shall be roped off in a manner to protect them from damage and a notice placed on the car with a phone number for the owner to call in the event the owner wishes to remove the vehicle. Licensee shall cooperate with the car owner so the car may leave the Property.

- g. During the period the flea market is in operation, the entrance into the Property from South Chestnut Street and the Southeast exit from the Property onto Henry Street will remain open. The Southwest exit onto Henry Street shall be closed during the operation of the flea market;
- h. The Licensee shall maintain four to six trash barrels distributed throughout the Property during the operation of the flea market. All trash barrels shall be maintained by Licensee and emptied and removed each Sunday at the time the flea market operations conclude;
- i. The Licensee shall offer at least one stall to the City of Beacon School District during any week the flea market is in operation, at no charge; and
- j. No food or beverage vendors will be allowed to operate on the Property.
- k. The installation, at Licensor's discretion, during the term of this Agreement, at Licensee's cost, of the following signs (to be provided by Licensee) within the public right of way in the following locations: (i) Two signs back to back at Teller and Henry on an existing aluminum lamp pole; (ii) One sign on an existing pole on Wolcott and Teller; (iii) Two signs on opposite sides of Wolcott, approaching Main Street, on existing posts.

(5) **MAINTENANCE:** The Licensee shall be responsible for maintaining the Property at all times the Property is being used for the Permitted Use. Licensee shall ensure that the Property is clean, that all garbage is disposed of properly and that all vendor's equipment and barriers are removed by 4:00 p.m. each Sunday following the operation of the flea market.

(6) **SUPERVISION:** Licensee shall be responsible for and take all precautions for the protection of all persons and of real and personal property using the Property for the Permitted Use.

(7) **HOURS OF OPERATION:** The Permitted Use shall be allowed from April 1 through November 30, on Sundays during the hours 8:00 a.m. to 4:00 p.m., weather permitting. Vendors may arrive at the Property at 7:00 a.m. on the day the flea market is to operate. The Property shall be closed to vehicle parking beginning at 8:00 p.m. Saturday the evening before the flea market is to operate.

(8) **NON-ASSIGNABILITY:** It is expressly understood between the Parties herein that this License does not run with the Property, is not coupled with any other interest, is not assignable, and may be terminated by Licensor at any time for a breach of this Agreement, or without cause on thirty (30) day notice as set forth in Paragraph Two (2) above. This Agreement shall not be Recorded.

(9) **INSURANCE:** Throughout the term of this Agreement, Licensee shall obtain and maintain, at Licensee's sole cost and expense, and keep in force for the benefit of Licensee, with Licensor named as an additional insured, insurance policies providing the following coverage:

A comprehensive policy of general public liability insurance, protecting and indemnifying Licensor and Licensee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Property, and all other areas adjacent to the Property, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence with an aggregate of Two Million Dollars (\$2,000,000.00), for personal injury and property damage;

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies acceptable to Licensor; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Licensor may carry; (iii) insure and name Licensor as an additional insured; and (iv) contain an express waiver of any right of subrogation by the insurance company against Licensor and/or its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Licensee (or its invitees arising under or out of this Agreement). On or before the execution of this Agreement by the parties herein, Licensee shall deliver to Licensor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy (and any renewal or extension thereof) required to be carried hereunder shall provide that, unless Licensor shall first have been given thirty (30) days prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes shall also require Licensor's prior written approval).

Licensee shall not do or permit to be done any act or thing upon the Property that will invalidate or be in conflict with any insurance policies covering the same. Licensee shall

promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the Property which shall increase the rate of insurance on the Property.

(10) **INDEMNIFICATION:** Licensee shall defend, indemnify, protect, and hold harmless Licensor and its respective elected officials, officers, employees, agents, contractors, subcontractors or legal representatives, (the "Licensor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the License granted hereunder for the Property or any portion thereof or any of Licensee's activities on the Property, unless caused by the acts or omissions of Licensor; (ii) arise from or are in any way connected with any act or omission of Licensee or Licensee's invitees; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's or the Licensee's invitees' property or equipment on the Property; or (v) result from injury to any person or property or loss of life sustained in or about the Property caused by or arising out of Licensee or Licensee's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Licensee's obligations under this paragraph shall survive the revocation or termination of this Agreement.

(11) **WAIVER OF RESPONSIBILITY:** Neither Licensor nor the Licensor Parties shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Property, or any part of the Property, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct by Licensor. To the maximum extent permitted by law, Licensee shall use and occupy the Property and such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk.

(12) **VACATION OF PREMISES:** Upon termination of this Agreement, Licensee shall promptly (i) refrain from accessing and/or using the Property, and (ii) return the Property to its original condition prior to the Permitted Use. Licensee shall repair any damage to the Property caused by Licensee's use thereof.

(13) **GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the state in which the Property is located and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

(14) **NOTICES:** All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Licensor: City of Beacon
One Municipal Plaza
Beacon, New York 12508

Attention: City Administrator

With a Copy to: Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Attention: Nicholas Ward-Willis, Esq.

If to Licensee: Things You Love Events, LLC
35 North Elm Street
Beacon, New York 12508

Attention:

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

(15) **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

**THINGS YOU LOVE EVENTS,
LLC**

CITY OF BEACON

By: _____
Emma Dewing

By: _____
Anthony Ruggiero

Title: _____

City Administrator

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

On the __ day of _____ in the year 2017 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

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

On the __ day of _____ in the year 2017 before me, the undersigned, personally appeared Anthony Ruggiero, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

EXHIBIT A

Property

City of Beacon Workshop Agenda
2/27/2017

Title:

Hudson River Waterfront Alliance Pledge

Subject:

Background:

ATTACHMENTS:

Description
HRWA Pledge

Type
Backup Material



PLEDGE

The Hudson River is a federally designated American Heritage River for which special consideration must be given to the effects of actions taken on, around or within the River on the natural, historic, economic, and cultural needs of the surrounding communities. Extraordinary local, state and federal resources have been dedicated to the revitalization of the Hudson River over the last several decades. Likewise, the communities along the shores of the Hudson River have engaged in very successful, decades-long campaigns to reverse the impacts of industrialization and to return the Hudson River shoreline to the people.

The Coast Guard's proposed extension of Hudson River anchorage sites will reverse the pattern of restoring economic and environmental prosperity of the River and its surrounding communities.

In recognition of our mutual concern for the economic vitality, environmental health, and public safety of the Hudson River and its surrounding communities, we stand united as the Hudson River Waterfront Alliance (HRWA). The HRWA commits to collaborative examination of the local and regional impacts of the proposed anchorage sites; to providing information regarding the proposal to residents and stakeholders; and to utilizing its collective resources to protect and preserve the interests of the Hudson River communities we serve.



NAME

MUNICIPALITY

City of Beacon Workshop Agenda
2/27/2017

Title:

Community Choice Aggregation (CCA) Update

Subject:

Background:

ATTACHMENTS:

Description

CCA Agreement Revised

Type

Agreement

Municipal Energy Services Agreement

This Municipal Energy Services Agreement (the “**Agreement**”) is entered into as of [date] (the “**Effective Date**”) by and between, the City of Beacon, a municipal corporation of the State of New York, having its principal offices at 1 Municipal Plaza, 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 (if provided for in Section 2.2) or a third party entity which 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 Municipality may designate a representative to review and 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;

(b) Municipality agrees that the selected Competitive Supplier shall remit a fee to the CCA Program Administrator in accordance with Section 5.1, but the Municipality shall have no obligation to pay or collect any such fees.

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 of \$0.0008/kWh (8/100^{ths} of one cent/kWh) per ESA contract year, or another fee agreeable to both Parties (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 by Joule (including its obligations, covenants, representations or warranties) 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 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