



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

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

City Council Workshop Agenda
July 30, 2018
7:00 PM

Workshop Agenda Items:

1. 36 North Cedar subordination agreement
2. 21 South Avenue Special Use Permit Application
3. Edgewater special use permit discussion
4. Small cell wireless facilities local law discussion
5. Resolution amending the fee schedule concerning lot line adjustment exemption applications
6. Water main easement agreement with Fairview Subdivision (446 Washington Avenue)
7. Memorial Park easement
8. River Ridge Stairs
9. WSP Cost Estimate - hydrogeologic services
10. Portable engine generator bid Bipin Gandhi
11. Road paving bids
12. Blackburn Avenue sidewalk installation recommendation for award
13. Accessible curb ramps letter of recommendation for award
14. Bond Ordinances
15. Beacon Center parking license agreement amendment
16. Bus agreement
17. Budget Amendments
18. Resolution appointing Acting Superintendent of Streets
19. Resolution appointing Working Supervisor

Executive Session:

1. Executive Session: Personnel

**City of Beacon Workshop Agenda
7/30/2018**

Title:

36 North Cedar subordination agreement

Subject:

Background:

ATTACHMENTS:

Description

N Cedar Subord agreement

Type

Backup Material

SUBORDINATION AGREEMENT

BY THIS INDENTURE, made this ____ day of _____, 2018, the City of Beacon (Holder of a possibility of a Reverter contained within a certain deed to Roundtable I, Inc dated January 16, 2018 and recorded in the Dutchess County Clerk's Office on January 26, 2018 in Instrument # 02 2018 672) a municipal corporation with offices located at One Municipal Plaza, Suite One, Beacon, NY 12508 and Libertyville Capital Group II LLC being the holder and owner of a mortgage given by Roundtable I, Inc (Mortgagor) with offices located at 99 Clinton Street—2nd Floor, Montgomery, NY 12549, to wit:

Mortgage for \$450,000.00 given by Roundtable I, Inc to Libertyville Capital Group II LLC dated June 19, 2018 and recorded in the Dutchess County Clerk's Office on _____ 2018 in Instrument # _____; and

and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations in hand paid, does hereby agree to subordinate the right of a reverter granted as aforementioned to said Mortgage and any advances made under said mortgage so that if said Mortgage is hereafter foreclosed and the mortgaged premises are sold pursuant to law, the mortgaged premises would be sold free and clear of the rights of reverter.

CITY OF BEACON

BY: _____

City of Beacon Workshop Agenda
7/30/2018

Title:

21 South Avenue Special Use Permit Application

Subject:

Background:

ATTACHMENTS:

Description

21 South Ave SUP

Type

Backup Material

*BEACON PLANNING BOARD
ONE MUNICIPAL PLAZA - SUITE 1
BEACON, NEW YORK 12508
Phone (845) 838-5002 Fax (845) 838-5026
John Gunn, Chairman*

July 12, 2018

Mayor Casale & City Council Members
One Municipal Plaza - Suite One
Beacon, New York 12508

RE: Special Use Permit – Three Unit Residential
21 South Avenue

Applicant: Protestant Episcopal Diocese of New York

Dear Mayor Casale & Council Members:

At its June 12, 2018 and July 10, 2018 meetings, the Planning Board reviewed a Special Use Permit application from Protestant Episcopal Diocese of New York to rehabilitate their building 21 South Street into a three-unit residential dwelling. After careful review, Board members voted unanimously to recommend the City Council issue a Special Use Permit subject to the applicant returning to the Planning Board for Site Plan Approval. The Planning Board adopted an LWRP Consistency Determination at its July 10, 2018 meeting.

A copy of the application, LWRP Consistency Determination, and Plans are attached for your information. If you have any questions regarding the Planning Board's action, please call me.

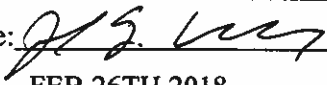
Yours truly,

John Gunn, Chairman

APPLICATION FOR SPECIAL USE PERMIT

Submit to Planning Board Secretary, One Municipal Plaza, Suite One, Beacon, New York 12508

IDENTIFICATION OF APPLICANT

Name: REV JOHN WILLIAMS
Address: 15 SOUTH AVE. BEACON NY
12508
Signature: 
Date: FEB 26TH 2018
Phone: 801 793 7376

(For Official Use Only)

Application & Fee Rec'd 5-10-18 EW
Initial Review 6-12-18
PB Public Hearing _____
Sent to City Council _____
City Council Workshop _____
City Council Public Hearing _____
City Council Approve/Disapprove _____

IDENTIFICATION OF REPRESENTATIVE / DESIGN PROFESSIONAL

Name: BARRY DONALDSON ARCHITECTS
Address: 14 KING STREET
CROTON ON HUDSON, NY, 10520

Phone: 914 827 8249
Fax: _____
Email address: BD@BARRYDONALDSONARCHITECTS.COM

IDENTIFICATION OF SUBJECT PROPERTY:

Property Address: 21 SOUTH AVE. BEACON, NY 12508
Tax Map Designation: Section 5954 Block 26 Lot(s) 724907
Land Area: 20, 327 SQ FT Zoning District(s) R1-7.5/HISTORIC DISTRICT AND OVERLAY ZONE

DESCRIPTION OF PROPOSED DEVELOPMENT:

Proposed Use: 3 UNIT RESIDENTIAL
Gross Non-Residential Floor Space: Existing 0 Proposed 0
TOTAL: 0
Dwelling Units (by type): Existing 1 Proposed 3
TOTAL: 3

ITEMS TO ACCOMPANY THIS APPLICATION

- a. Five (5) **folded** copies and One (1) digital copy of a site location sketch showing the location of the subject property and the proposed development with respect to neighboring properties and developments.
- b. Five (5) **folded** copies and One (1) digital copy of the proposed site development plan, consisting of sheets, showing the required information as set forth on the back of this form and other such information as deemed necessary by the City Council or the Planning Board to determine and provide for the property enforcement of the Zoning Ordinance.
- c. Five (5) **folded** copies and One (1) digital copy of additional sketches, renderings or other information.
- d. An application fee, payable to the City of Beacon, computed per the attached fee schedule.
- e. An initial escrow amount, payable to the City of Beacon, as set forth in the attached fee schedule.

INFORMATION TO BE SHOWN ON SITE LOCATION SKETCH

- a. Property lines, zoning district boundaries and special district boundaries affecting all adjoining streets and properties, including properties located on the opposite sides of adjoining streets.
- b. Any reservations, easements or other areas of public or special use which affect the subject property.
- c. Section, block and lot numbers written on the subject property and all adjoining properties, including the names of the record owners of such adjoining properties.

INFORMATION TO BE SHOWN ON THE SITE DEVELOPMENT PLAN

- a. Title of development, date and revision dates if any, north point, scale, name and address of record owner of property, and of the licensed engineer, architect, landscape architect, or surveyor preparing the site plan.
- b. Existing and proposed contours at a maximum vertical interval of two (2) feet.
- c. Location and identification of natural features including rock outcrops, wooded areas, single trees with a caliper of six (6) or more inches measured four (4) feet above existing grade, water bodies, water courses, wetlands, soil types, etc.
- d. Location and dimensions of all existing and proposed buildings, retaining walls, fences, septic fields, etc.
- e. Finished floor level elevations and heights of all existing and proposed buildings.
- f. Location, design, elevations, and pavement and curbing specifications, including pavement markings, of all existing and proposed sidewalks, and parking and truck loading areas, including access and egress drives thereto.
- g. Existing pavement and elevations of abutting streets, and proposed modifications.
- h. Location, type and design of all existing and proposed storm drainage facilities, including computation of present and estimated future runoff of the entire tributary watershed, at a maximum density permitted under existing zoning, based on a 100 year storm.
- i. Location and design of all existing and proposed water supply and sewage disposal facilities.
- j. Location of all existing and proposed power and telephone lines and equipment, including that located within the adjoining street right-of-way. All such lines and equipment must be installed underground.
- k. Estimate of earth work, including type and quantities of material to be imported to or removed from the site.
- l. Detailed landscape plan, including the type, size, and location of materials to be used.
- m. Location, size, type, power, direction, shielding, and hours of operation of all existing and proposed lighting facilities.
- n. Location, size, type, and design of all existing and proposed business and directional signs.
- o. Written dimensions shall be used wherever possible.
- p. Signature and seal of licensed professional preparing the plan shall appear on each sheet.
- q. Statement of approval, in blank, as follows:

**Approved by Resolution of the Beacon Planning Board
on the _____ day of _____, 20_____
subject to all conditions as stated therein**

Chairman, City Planning Board

Date

APPLICATION PROCESSING RESTRICTION LAW

Affidavit of Property Owner

Property Owner: PROTESTANT EPISCOPAL DIOCESE OF NEW YORK

If owned by a corporation, partnership or organization, please list names of persons holding over 5% interest.

List all properties in the City of Beacon that you hold a 5% interest in:

Applicant Address: 15 SOUTH AVE. BEACON NY 12508

Project Address: 21 SOUTH AVE. BEACON, NY, 12508

Project Tax Grid # _____

Type of Application SPECIAL USE PERMIT

Please note that the property owner is the applicant. "Applicant" is defined as any individual who owns at least five percent (5%) interest in a corporation or partnership or other business.

I, JOHN WILLIAMS, the undersigned owner of the above referenced property, hereby affirm that I have reviewed my records and verify that the following information is true.

1. No violations are pending for ANY parcel owned by me situated within the City of Beacon X
2. Violations are pending on a parcel or parcels owned by me situated within the City of Beacon X
3. ALL tax payments due to the City of Beacon are current X
4. Tax delinquencies exist on a parcel or parcels owned by me within the City of Beacon X
5. Special Assessments are outstanding on a parcel or parcels owned by me in the City of Beacon X
6. ALL Special Assessments due to the City of Beacon on any parcel owned by me are current X


Signature of Owner

Rector
Title if owner is corporation

Office Use Only:	NO	YES	Initial
Applicant has violations pending for ANY parcel owned within the City of Beacon (Building Dept.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>EW</u>
ALL taxes are current for properties in the City of Beacon are current (Tax Dept.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>ST</u>
ALL Special Assessments, i.e. water, sewer, fines, etc. are current (Water Billing)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>ST</u>

**CITY OF BEACON
SITE PLAN SPECIFICATION FORM**

Name of Application: J. ; RENOVATION OF 21 SOUTH AVE

PLEASE INDICATE WHETHER THE SITE PLAN DRAWINGS SHOW THE SUBJECT INFORMATION BY PLACING A CHECK MARK IN THE APPROPRIATE BOXES BELOW.		
	YES	NO
The site plan shall be clearly marked "Site Plan", it shall be prepared by a legally certified individual or firm, such as a Registered Architect or Professional Engineer, and it shall contain the following information:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LEGAL DATA		
Name and address of the owner of record.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name and address of the applicant (if other than the owner).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name and address of person, firm or organization preparing the plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date, north arrow, and written and graphic scale.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NATURAL FEATURES		
Existing contours with intervals of two (2) feet, referred to a datum satisfactory to the Planning Board.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approximate boundaries of any areas subject to flooding or stormwater overflows.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of existing watercourses, wetlands, wooded areas, rock outcrops, isolated trees with a diameter of eight (8) inches or more measured three (3) feet above the base of the trunk, and any other significant existing natural features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXISTING STRUCTURES, UTILITIES, ETC.		
Outlines of all structures and the location of all uses not requiring structures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paved areas, sidewalks, and vehicular access between the site and public streets.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Locations, dimensions, grades, and flow direction of any existing sewers, culverts, water lines, as well as other underground and above ground utilities within and adjacent to the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other existing development, including fences, retaining walls, landscaping, and screening.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sufficient description or information to define precisely the boundaries of the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The owners of all adjoining lands as shown on the latest tax records.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The locations, names, and existing widths of adjacent streets and curb lines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location, width, and purpose of all existing and proposed easements, setbacks, reservations, and areas dedicated to private or public use within or adjacent to the properties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROPOSED DEVELOPMENT	YES	NO
The location, use and design of proposed buildings or structural improvements.	X	
The location and design of all uses not requiring structures, such as outdoor storage (if permitted), and off-street parking and unloading areas.	X	
Any proposed division of buildings into units of separate occupancy.	X	
The location, direction, power, and time of use for any proposed outdoor lighting.	X	
The location and plans for any outdoor signs.	X	
The location, arrangement, size(s) and materials of proposed means of ingress and egress, including sidewalks, driveways, or other paved areas.	X	
Proposed screening and other landscaping including a planting plan and schedule prepared by a qualified individual or firm.	X	
The location, sizes and connection of all proposed water lines, valves, and hydrants and all storm drainage and sewer lines, culverts, drains, etc.	X	
Proposed easements, deed restrictions, or covenants and a notation of any areas to be dedicated to the City.	X	
Any contemplated public improvements on or adjoining the property.	X	
Any proposed new grades, indicating clearly how such grades will meet existing grades of adjacent properties or the street.	X	
Elevations of all proposed principal or accessory structures.	X	
Any proposed fences or retaining walls.	X	
MISCELLANEOUS	X	
A location map showing the applicant's entire property and adjacent properties and streets, at a convenient scale.	X	
Erosion and sedimentation control measures.	X	
A schedule indicating how the proposal complies with all pertinent zoning standards, including parking and loading requirements.	X	
An indication of proposed hours of operation.	X	
If the site plan only indicates a first stage, a supplementary plan shall indicate ultimate development.	X	

FOR OFFICE USE ONLY

Application #

CITY OF BEACON

1 Municipal Plaza, Beacon, NY

Telephone (845) 838-5000 * <http://cityofbeacon.org/>

ENTITY DISCLOSURE FORM

(This form must accompany every land use application and every application for a building permit or certificate of occupancy submitted by any person(s))

Disclosure of the names and addresses of all persons or entities owning any interest or controlling position of any Limited Liability Company, Partnership, Limited Partnership, Joint Venture, Corporation or other business entity (hereinafter referred to as the "Entity") filing a land-use application with the City is required pursuant to Section 223-62 of the City Code of the City of Beacon. Applicants shall submit supplemental sheets for any additional information that does not fit within the below sections, identifying the Section being supplemented.

SECTION A

Name of Applicant: REV JOHN WILLAIMS

Address of Applicant: 15 SOUTH AVE, BEACON NY 12508

Telephone Contact Information: 801 793 7376

SECTION B. List all owners of record of the subject property or any part thereof.

Name	Residence or Business Address	Telephone Number	Date and Manner title was acquired	Date and place where the deed or document of conveyance was recorded or filed.
EPISCOPAL DICESE	1047 AMSTERDAM AVE. NY, NY	212 316 7400		

SECTION B. Is any owner of record an officer, elected or appointed, or employee of the City of Beacon or related, by marriage or otherwise, to a City Council member, planning board member, zoning board of appeals member or employee of the City of Beacon ?

YES NO

If yes, list every Board, Department, Office, agency or other position with the City of Beacon with which a party has a position, unpaid or paid, or relationship and identify the agency, title, and date of hire.

Agency	Title	Date of Hire, Date Elected, or Date Appointed	Position or Nature of Relationship

SECTION C. If the applicant is a contract vendee, a duplicate original or photocopy of the full and complete contract of purchase, including all riders, modification and amendments thereto, shall be submitted with the application.

SECTION D. Have the present owners entered into a contract for the sale of all or any part of the subject property and, if in the affirmative, please provide a duplicate original or photocopy of the fully and complete contract of sale, including all riders, modifications and amendments thereto.

YES NO

I, REV JOHN WILLIAMS being first duly sworn, according to law, deposes and says that the statements made herein are true, accurate, and complete.

(Print) John F. Williams

(Signature) 

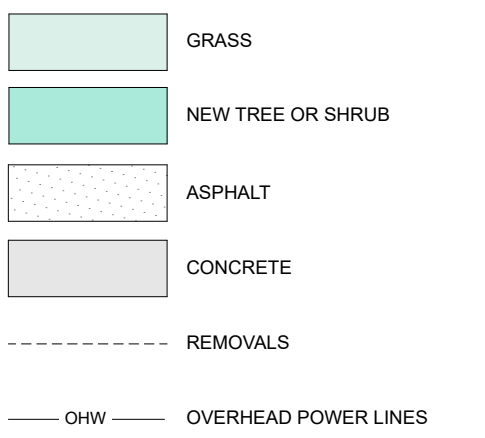


- 1. Property Profile**
- 1.1. Block No 26
 - 1.2. Lot No 724907
 - 1.3. Zoning District R1-7.5
 - 1.4. Overlay Historic District and Landmark
 - 1.5. Lot Area 20,790 SQ FT
 - 1.6. Building Footprint 1,409 SQ FT
 - 1.7. No. Of Floors 2.5
 - 1.8. Owner of Record
- EPISCOPAL DIOCESE OF NEW YORK
1047 AMSTERDAM AVE.
NY, NY 10025
- 1.9. Applicant
REV JOHN WILLIAMS
15 SOUTH AVE.
BEACON, NY 10025
- 1.10. Prepared By
BARRY DONALDSON ARCHITECTS
14 KING ST.
CROTON ON HUDSON, NY 10520

- 2. GENERAL NOTES**
- 2.1. Conversion of existing single family home into 3 unit apartment.
 - 2.2. Existing contours to remain unchanged.
 - 2.3. Existing building footprint to remain unchanged.
 - 2.4. Property is not in a flood zone.
 - 2.5. No new signage.
 - 2.6. No new fences or retaining walls.
- 3. LANDSCAPING NOTES**
- 3.1. No trees to be removed.

WATERFRONT REVITALIZATION PROGRAM NOTE
WE CERTIFY THAT THIS PROJECT CONFORMS TO THE STANDARDS AND SPIRIT OF BEACON'S WATERFRONT REVITALIZATION PROGRAM. THE PROJECT WILL IMPROVE THE SCENIC AND HISTORIC QUALITY OF THE SITE, AS WELL AS IMPROVE DRAINAGE, AND LANDSCAPING.

INFLOW AND INFILTRATION NOTE
WE CERTIFY THAT THE SITE HAS NO ILLEGAL CROSS CONNECTION BETWEEN SEWER AND DRAINAGE. ROOF LEADERS DRAIN TO SURFACE. NO SLUMP PUMP OR SITE DRAINS. MAIN HOUSE DRAIN IS TIED DIRECTLY INTO CITY OF BEACON SEWER SYSTEM



PARKING REQUIREMENTS SCHEDULE

	CODE MIN.	CALCULATED AMOUNT	ACTUAL PROVIDED
SPACES PER UNIT	1	3	
ADDITIONAL SPACES PER BEDROOM	0.25	1.25	
		4.25	6

ZONING REGULATION SCHEDULE

R1-7.5	MINIMUM	ACTUAL	NOTE
MINIMUM LOT SIZE	7,500 SQ FT	20,790 SQ	PASS
LOT AREA PER DWELLING UNIT	7,500 SQ FT	6,930 SQ FT	PASS
MINIMUM FRONT YARD	30 FT	20 FT	PRE-EXISTING
MINIMUM SIDE YARD	10 FT		PASS
MINIMUM REAR YARD	30 FT	N/A	
MAXIMUM HEIGHT	2.5 AND 35	32 FT	PASS
MAXIMUM BUILDING COVERAGE	30%	7%	PASS
MULTIPLE FAMILY	N/A		BY SPECIAL PERMIT



AREA MAP
NOT TO SCALE

03		
02	7/20/18	PLANNING DEPT. SUBMITTAL
01		DESIGN DEVELOPMENT
NO	DATE	ISSUE

ISSUE RECORD
SEAL & SIGNATURE

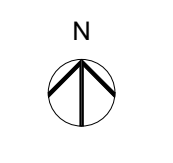
BARRY DONALDSON ARCHITECTS
14 KING STREET
CROTON ON HUDSON, NY 10520
TEL: 846-877-8449
EMAIL: BDB@BARRYDONALDSONARCHITECTS.COM

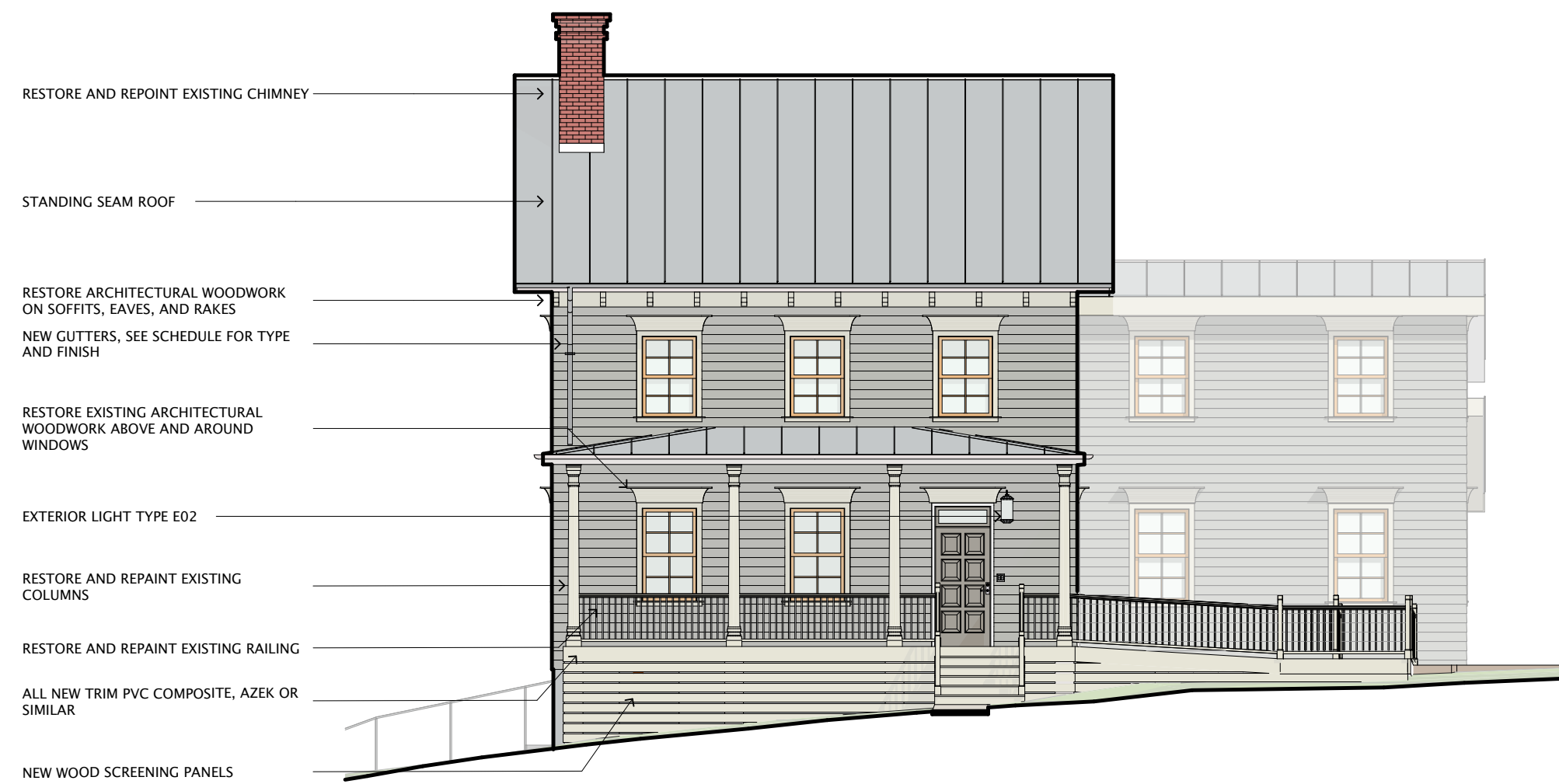
PROJECT
Renovation of 21 South Ave.
21 South Ave.
Beacon, NY
12508

DRAWING TITLE
SITE PLAN

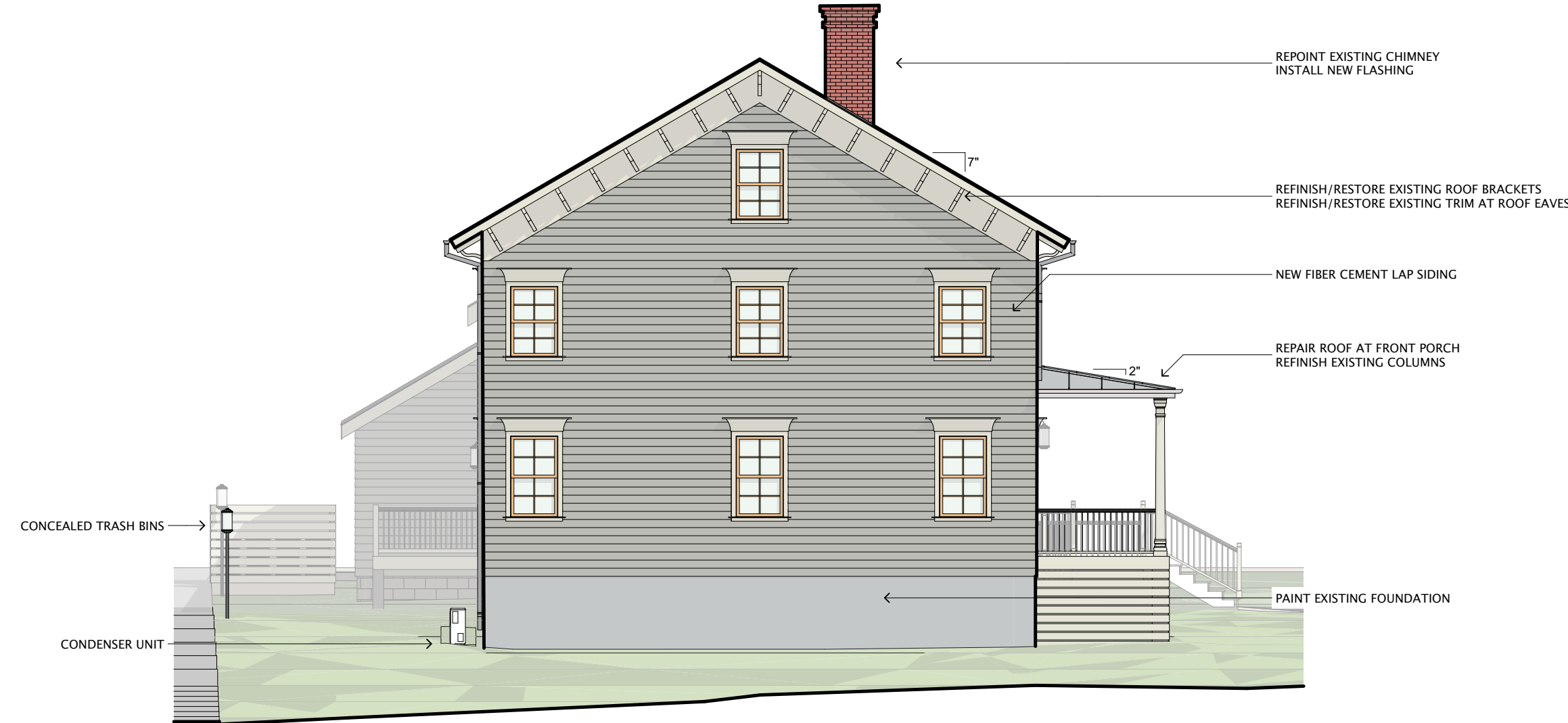
JOB NO. 8032-01-01 DATE 7/20/18 SCALE 1" = 10'

DRAWING NO. **01**





C1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



C2 WEST ELEVATION
SCALE: 1/8" = 1'-0"






A1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

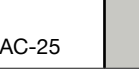

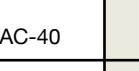
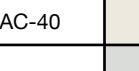

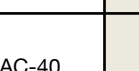
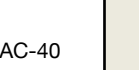
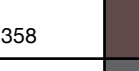
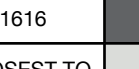
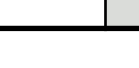




A2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

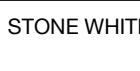
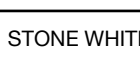
EXTERIOR LIGHTING SCHEDULE

ID		MANUFACTURER	MODEL	LUMENS	LIGHT COLOR	NOTES
EL-01		BAZZ	LED 410	800	3000 K	4.5" DIMMABLE
EL-02		PROGRESS LIGHTING	P560082-031 HOLLINGSWO 5TH WALL LANTERN		3000 K	
EL-03		PROGRESS LIGHTING	P540029-031 Hollingsworth Post Lantern		3000 K	

FINISH SCHEDULE

ID	DESCRIPTION	MANUFACTURER	MATERIAL	FINISH	COLOR	SWATCH	PANTONE EQUIVALENT
FN 01	CLABBARD SIDING		CEDAR	PAINTED	HARBOR GRAY BENJAMIN MOORE NUMBER: AC-25		427 C
FN 02	STANDING SEAM ROOF	MCLEROY	STEEL		SLATE GRAY		424 C
FN 03	DECKING	TREX	FIBER CEMENT	TEXTURED	WOODLAND BROWN		4975 C
FN 04	TRIM AT WINDOWS	LOCAL SOURCE	PAINTED FIR	PAINTED	GLACIER WHITE BENJAMIN MOORE NUMBER: AC-40		663 C
FN 05	PROFILED TRIM AT TOP OF WINDOWS	LOCAL SOURCE	PAINTED FIR	PAINTED	GLACIER WHITE BENJAMIN MOORE NUMBER: AC-40		663 C
FN 06	REFINISHED AND PAINTED EXPOSED FOUNDATION FIELD STONE FOUNDATION	EXISTING REFINISHED		PAINTED	GRAYTINT BENJAMIN MOORE NUMBER: 1611		COOL GRAY 1 C
FN 07	EXISTING DECK RAILING - TOP RAIL	EXISTING REFINISHED		PAINTED	GLACIER WHITE BENJAMIN MOORE NUMBER: AC-40		663 C
FN 08	DECK RAILING - POSTS/BALUSTERS/BOTTOM RAIL	EXISTING REFINISHED		PAINTED	GLACIER WHITE BENJAMIN MOORE NUMBER: AC-40		663 C
FN 09	REFINISHED TRIM	EXISTING REFINISHED		PAINTED	GLACIER WHITE BENJAMIN MOORE NUMBER: AC-40		663 C
FN 10	NEW DECK RAILING	SITE BUILT	DOUGLASS FIR	STAINED	DARK WALNUT BENJAMIN MOORE NUMBER: 1358		438 C
FN 11	RAILING AT CONCRETE WALKWAY	SITE BUILT	GALVANIZED STEEL	MATT PAINT	STORM SKY BENJAMIN MOORE NUMBER: 1616		COOL GRAY 10 C
FN 12	GUTTERS/DOWNSPOUTS		ALUMINUM		MANUFACTURER'S GREY CLOSEST TO NOTED PANTONE NUMBER		COOL GRAY 1 C

WINDOW SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	MOEEL	WIDTH	HEIGHT	EXTERIOR FINISH	EXTERIOR FINISH SWATCH	INTERIOR FINISH	DIVIDERS	AMOUNT	NOTES
1	DOWNSTAIRS DOUBLE HUNG	MARVIN	ULTIMATE DOUBLE HUNG NEXT GENERATION	3'	5'-0"	STONE WHITE		WHITE OAK	SIMULATED DIVIDED LITE WITH SPACE BAR 2X2	13	
2	UPSTAIRS DOUBLE HUNG	MARVIN	ULTIMATE DOUBLE HUNG NEXT GENERATION	3'	4'-5"	STONE WHITE		WHITE OAK	SIMULATED DIVIDED LITE WITH SPACE BAR 2X2	13	

03		
02	7/20/18	PLANNING DEPT. SUBMITTAL
01		DESIGN DEVELOPMENT
NO	DATE	ISSUE

ISSUE RECORD
SEAL & SIGNATURE

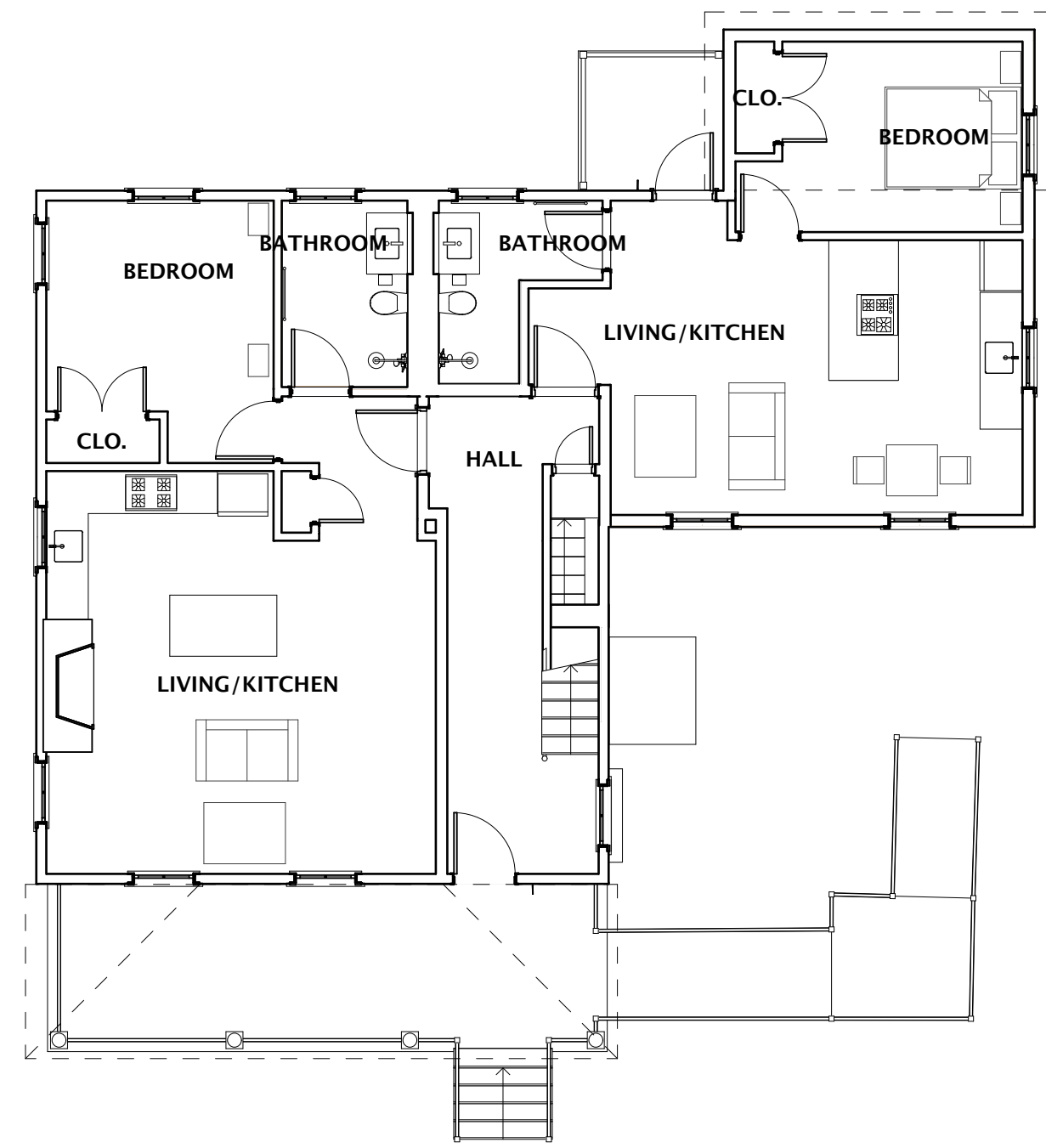
BARRY DONALDSON ARCHITECTS
14 KING STREET
CROTON ON HUDSON, NY 10520
TEL: 914-877-8849
EMAIL: BDB@BARRYDONALDSONARCHITECTS.COM

PROJECT
Renovation of 21 South Ave.
21 South Ave.
Beacon, NY
12508

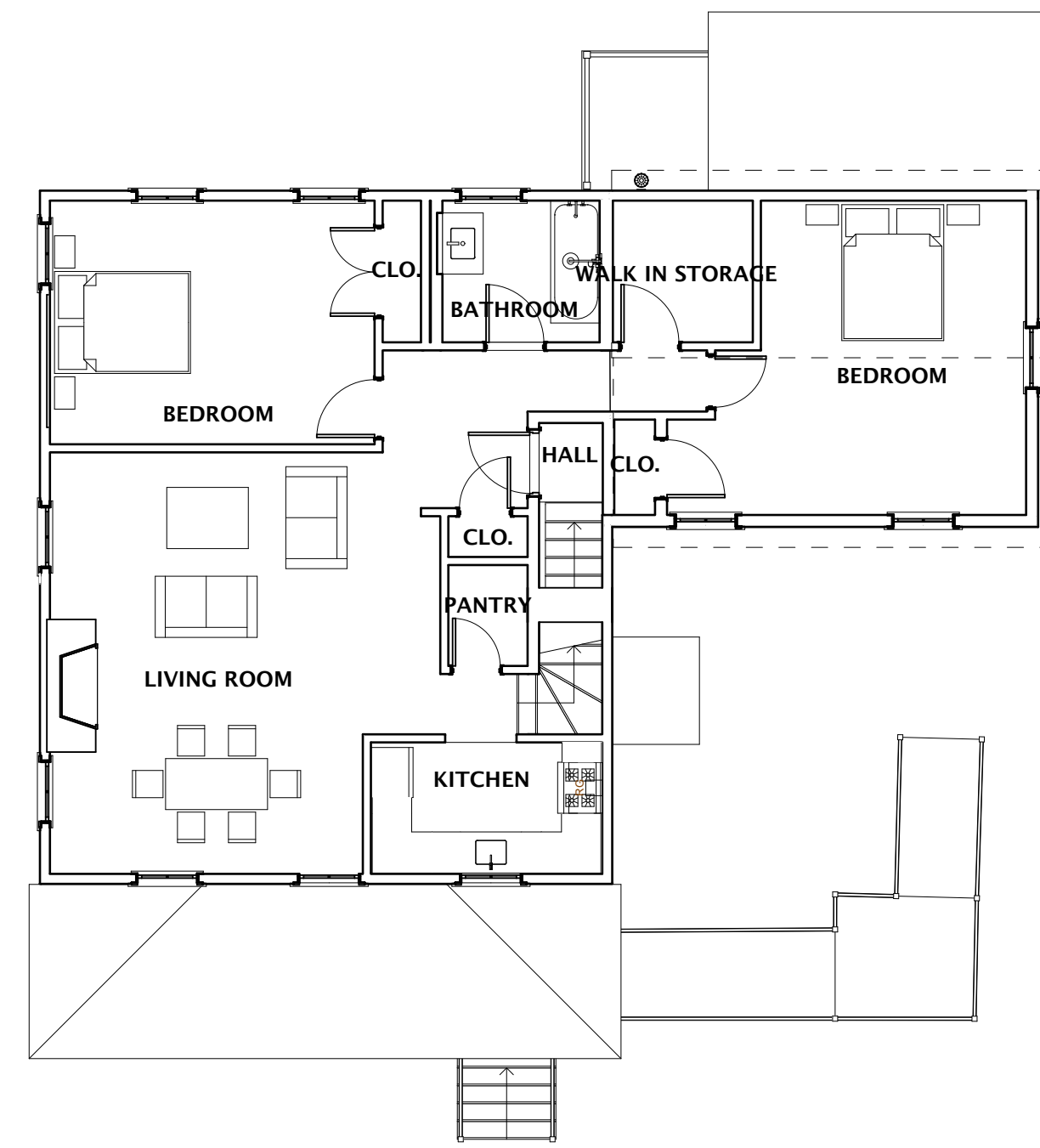
DRAWING TITLE
ELEVATIONS

JOB NO. 8032-01-01 DATE 7/20/18 SCALE 1/8" = 1'-0"

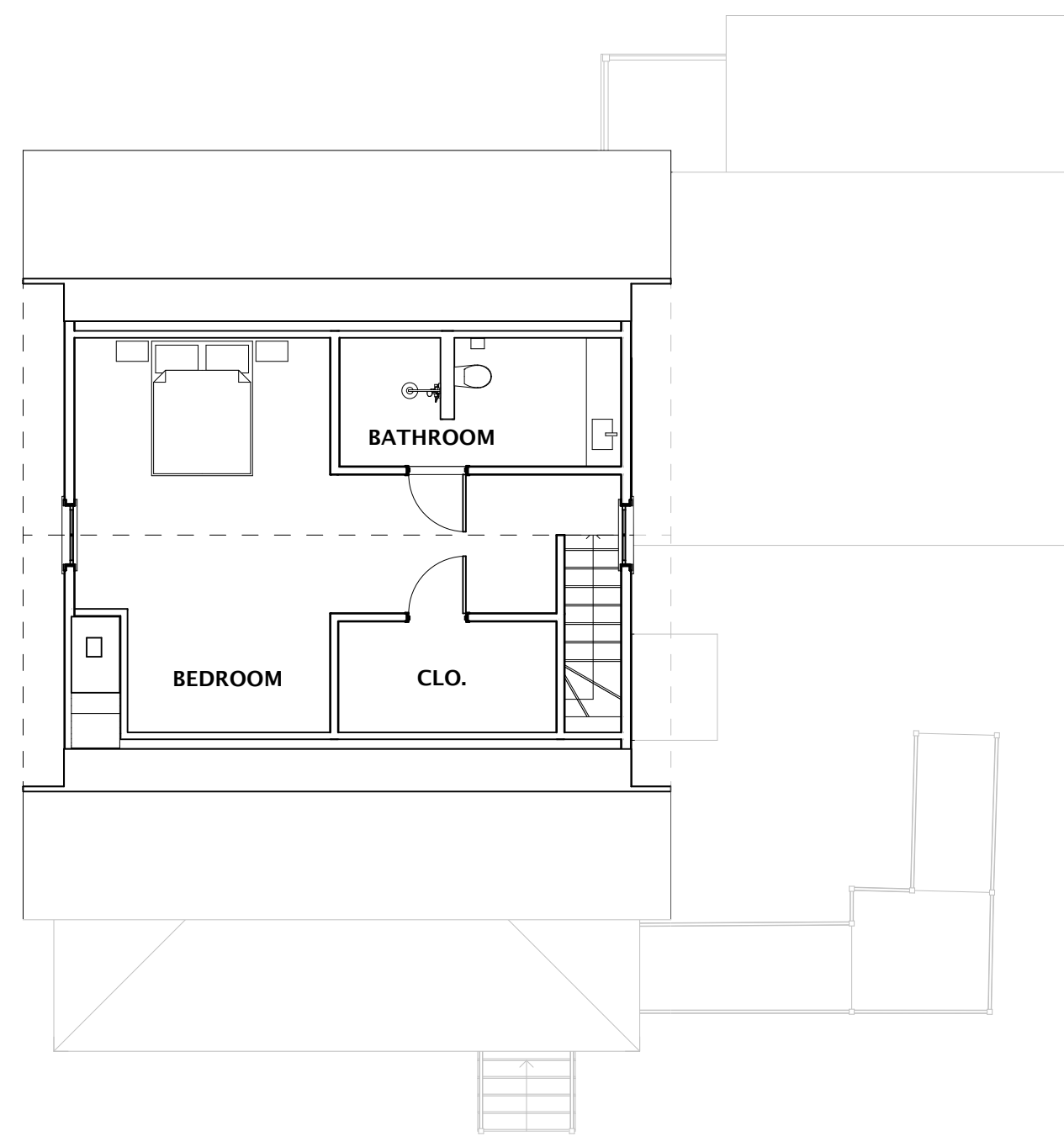
DRAWING NO.
02



C1 1ST FLOOR APARTMENT 1 AND 2
SCALE: 1/8" = 1'-0"



C3 2ND FLOOR APARTMENT 03
SCALE: 1/8" = 1'-0"



A1 3RD FLOOR APARTMENT 03 MASTER BEDROOM
SCALE: 1/8" = 1'-0"

03		
02	7/20/18	PLANNING DEPT. SUBMITTAL
01		DESIGN DEVELOPMENT
NO	DATE	ISSUE

ISSUE RECORD

SEAL & SIGNATURE

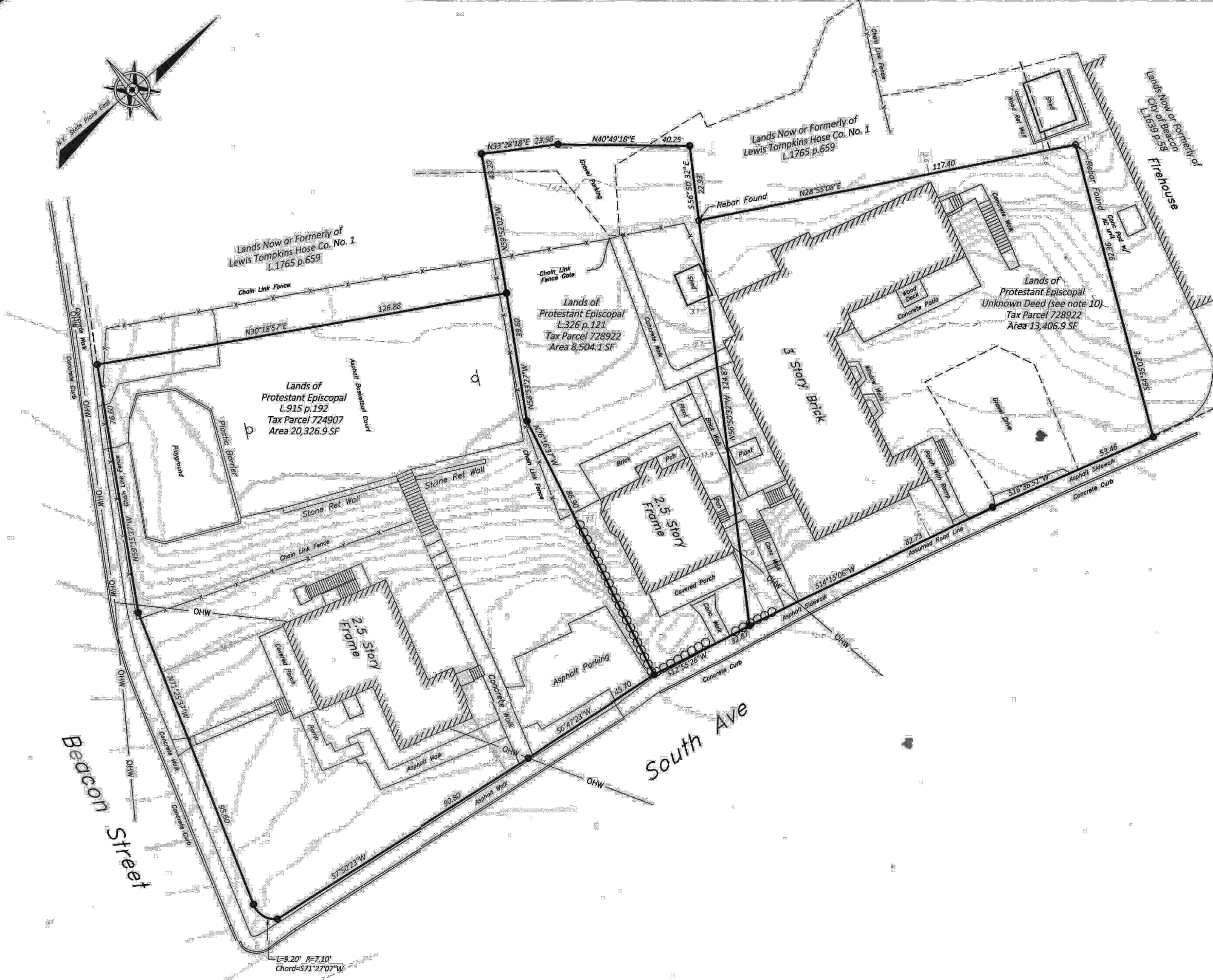
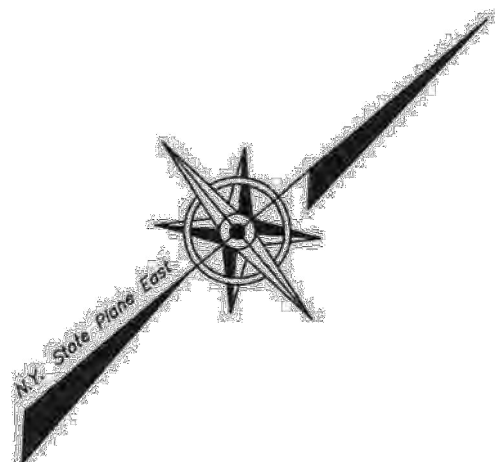
BARRY DONALDSON ARCHITECTS
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CROTON ON HUDSON, NY 10520
TEL: 914-877-8849
EMAIL: BDD@BARRYDONALDSONARCHITECTS.COM

PROJECT
Renovation of 21 South Ave.
21 South Ave.
Beacon, NY
12508

DRAWING TITLE
SCHEMATIC PLANS

JOB NO. 8032-01-01 DATE 7/20/18 SCALE 1/8" = 1'-0"

DRAWING NO.
03



SURVEY NOTES

1. Copyright TEC Land Surveying. All Rights Reserved. Reproduction or copying of this document may be a violation of copyright law unless permission of the author and / or copyright holder is obtained.
2. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
3. Only boundary survey maps with the surveyor's embossed or red inked seal are genuine true and correct copies of the surveyor's original work and opinion. A copy of this document without a proper application of the surveyor's embossed or red inked seal should be assumed to be an unauthorized copy.
4. Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map.
5. The certifications herein are not transferable.
6. The location of underground improvements or encroachments are not always known, and often must be estimated. If any underground improvements or encroachments exist or are shown, the improvements or encroachments are not covered by this certificate.
7. Subject to the findings of a current title search.
8. Subject to covenants, easements, restrictions, conditions and agreements of record.
9. Subject to any right, title or interest the public may have for highway use.
10. Liber 326 page 121 only covers a portion of parcel 728922 as shown on the tax maps. No other deed has been found to cover this parcel. The parcel was constructed using adjoining deeds and an assumed road line.
11. Reference is made to a proposed subdivision map prepared by Dennis Walden LS which was never filed with the County Clerk or signed by the Planning Board Chairman. Said map is on file at the City of Beacon Building Department and represents the adjoining parcels as currently described.
12. Vertical Datum is NAVD88 Geoid12a as determined using RTN GPS.

rev.	date	description

TEC LAND SURVEYING
 156 TIORONDA AVE. BEACON, NY 12508
 PH: 845.445.6590 FX: 845.445.6591

THOMAS E. CERCHIARA, P.L.S.
 P.L.S. No. 50732

19 SOUTH AVE - BEACON
**TOPOGRAPHIC SURVEY
 PREPARED FOR
 ST. ANDREWS CHURCH**
 CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK

tax id	
address	19 South Ave
date	9/16/2015
drawn	RA
scale	1" = 20'
checked	TC
project no.	15-052
project name	19 South Ave - Beacon
sheet	1 OF 1

RESOLUTION

**PLANNING BOARD
BEACON, NEW YORK**

**LOCAL WATERFRONT REVITALIZATION
PROGRAM (LWRP) CONSISTENCY DETERMINATION
21 SOUTH AVENUE**

WHEREAS, the Beacon Planning Board received applications for Special Permit and Site Plan Approvals from Reverend John Williams on behalf of property owner, Protestant Episcopal Diocese of New York, (the “Applicant”) to renovate an existing building, creating three apartments (the “Project” or “Proposed Action”); and

WHEREAS, the subject property is located at 21 South Avenue and designated on the City tax maps as Parcel No. 5954-26-724907; and

WHEREAS, the subject property is located in the R1-7.5 Zoning District, the Historic District and Landmark Overlay Zone, and the Coastal Management Zone as defined by the City’s Local Waterfront Revitalization Program (LWRP) and the Proposed Action includes a request for an LWRP Consistency Determination; and

WHEREAS, the Site Plan is shown on the drawings entitled, “Renovation of 21 South Avenue - Site Plan,” last revised June 19, 2018, prepared by Barry Donaldson Architects; and

WHEREAS, the application also consists of application forms, correspondence, the Environmental Assessment Form (EAF) and professional studies and reports submitted to the Planning Board; and

WHEREAS, the Proposed Action is a Type II action pursuant to 6 NYCRR 617.5(c)(9) of the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in accordance with Section 220-6 of Chapter 220, Waterfront Consistency Review, of the City Code, all “actions to be undertaken within the City’s Coastal Management Zone shall be evaluated for consistency in accordance with the.....LWRP policy standards....”

NOW, THEREFORE BE IT RESOLVED, that the Planning Board hereby finds that there are a number of LWRP policies which do not apply to the Project which policies are those that are contained in the LWRP but not listed below, and also hereby makes the following consistency findings with respect to the LWRP policies which apply to the Project:

**Local Waterfront Revitalization Program (LWRP) Consistency Determination
21 South Avenue**

POLICY 23

Protect, enhance and restore structures, districts, areas or sites that are of significance in the history, architecture, archeology or culture of the state, its communities or the nation.

The subject sits is within the Historic District and Landmark Overlay District. The renovation of the existing building has been designed with consideration to the historic nature of the subject building and buildings in the vicinity, including colors, architectural features and site improvements that will enhance and restore the historic nature of the building.

POLICY 25

Protect, restore and enhance natural and manmade resources which are not identified as being of state-wide significance, but which contribute to the scenic quality of the coastal area.

The policy notes that views in proximity to the subject site should be protected and enhanced. The Project is consistent with Policy 25 because:

1. The Project will restore the building at the site in a manner that respects its architectural origins. Existing asbestos siding will be abated and replaced with attractive and historically appropriate wood siding. The side stair will be removed. New standing seam roofing will be installed. Flood lights will be repaced with architectural lighting.
2. Site work will include removing the steel fencing around the Site, making it cleaner, more attractive and keeping with the intent of Policy 25 to restore and enhance resources that contribute to the scenic quality of the coastal area. Some existing asphalt will be replaced with permeable pavers enhancing the visual appeal of the Site.
3. Landscaping will include the replacement of four large trees that were removed several years ago due to age.

BE IT FURTHER RESOLVED, that the Planning Board hereby determines that the Project is entirely consistent with the LWRP policies which apply to the Project.

Resolution Adopted: July 10, 2018
Beacon, New York


John Gunn, Chairman
City of Beacon Planning Board

Dated 7/10/, 2018

Motion by P. Lambert, seconded by R. Williams :

Gary Barrack
David Burke
Patrick Lambert
Rick Muscat

Voting: AYE
Voting: Excused
Voting: AYE
Voting: AYE

Jill Reynolds
Randall Williams
John Gunn, Chairman

Voting: AYE
Voting: AYE
Voting: AYE

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

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

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lenc, P.E., L.S.
Arthur R. Tully, P.E.

July 3, 2018

Mr. John Gunn
Beacon Planning Board Chair
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

RE: 21 South Ave.
City of Beacon
Tax Map No. 5954-26-724907

Dear Mr. Gunn:

We have reviewed the plans entitled "Renovation of 21 South Avenue – Site Plan", last revised June 19, 2018, as prepared by Barry Donaldson Architects. The applicant is proposing to convert an existing dwelling into a 3 unit dwelling, which requires a Special Use permit for the proposed project. Based upon our review of the submitted application and plans, we offer the following comments:

1. Although the applicant has conducted an Inflow & Infiltration (I&I) study of the existing site and building, of which no I&I was found as stated, a separate Certification letter signed and sealed by the licensed professional shall be provided to the City of Beacon.
2. Grading (proposed topographic lines) for the newly proposed parking lot entrance should be shown on the plans. This area should be looked at further, as the existing topography represented on the site plan does not match that as shown on the topographic survey provided.
3. Any grading proposed in vicinity of the existing parking lot on South Avenue should be shown on the plans.
4. Plans shall include construction details for the new permeable surface to be used in the area of the handicap parking lot.
5. As previously requested, the plans shall include construction details for the new driveway entrance required for the proposed parking lot on Beacon Street. Construction details shall be in accordance the City of Beacon Street Specifications and Details.

This completes our review at this time. Further comments may be forthcoming based upon future submissions. A written response letter addressing each of the above comments should be provided with the next submission. If you have any questions, or require any additional information, please do not hesitate to contact our office.

Very truly,

LANC & TULLY, P.C.

A handwritten signature in blue ink, appearing to read "John Russo", is written over the typed name below.

John Russo, P.E.

Cc: John Clarke, Planner
Jennifer Gray, Esq.
Tim Dexter, Building Inspector

To: John Gunn, Chair, and the City of Beacon Planning Board

Date: July 5, 2018

Re: **21 South Avenue, Site Plan and Special Permit**

I have reviewed a June 12, 2018 response letter from Barry Donaldson Architects, revised February 26, 2018 Full EAF Part 1, September 16, 2015 Topographic Survey, and 4-sheet Site Plan set, with sheet 1 dated June 19, 2018 and sheets 2-4 dated June 12, 2018.

Proposal

The applicant is proposing to renovate an existing building, creating three apartments. The proposed parcel is in the R1-7.5 zoning district, the Local Waterfront Revitalization Area, and the Historic District and Landmark Overlay Zone.

Comments and Recommendations

1. The applicant has prepared a brief Local Waterfront Revitalization Program consistency justification for the proposed action. The justification should also note that the proposal is consistent with Policy 23 to “protect, enhance and restore structures, districts, areas or sites that are of significance in the history, architecture, archeology or culture of the state, its communities or the nation,” including structures in locally designated historic districts.
2. Since this parcel is in the Historic District and Landmark Overlay Zone, any exterior alteration to the building or property requires a Certificate of Appropriateness consistent with Chapter 134. Now that the chain link fence, exterior stairs, and floodlight are proposed for removal and new street trees are to replace existing stumps, the plans appear entirely consistent with the Historic Preservation design standards.
3. Lighting for the parking lot and rear steps should be provided.
4. Multifamily residential is allowed in the Historic Overlay district by Special Permit from the City Council. Once the Board is in generally satisfied with the Site Plan, it should issue a recommendation to the Council on the Special Permit.

If you have any questions or need additional information, please feel free to contact me.

John Clarke, Beacon Planning Consultant

- c: Tim Dexter, Building Inspector
Jennifer L. Gray, Esq., City Attorney
Arthur R. Tully, P.E., City Engineer
John Russo, P.E., City Engineer
Barry Donaldson, Project Architect

City of Beacon Workshop Agenda
7/30/2018

Title:

Edgewater special use permit discussion

Subject:

Background:

ATTACHMENTS:

Description

Edgewater CC submission

Type

Backup Material



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Anthony F. Morando, Esq.
amorando@cuddyfeder.com

July 27, 2018

VIA HAND AND E-MAIL

Mayor Randy Casale
and Members of the City Council
City of Beacon City Hall
1 Municipal Plza
Beacon, New York 12508

Re: Edgewater – Special Permit Application – Responses to Comments

Dear Mayor Casale and Members of the City Council,

We look forward to appearing before the Council at its July 30th Workshop to continue the review of the Edgewater Special Use Permit Application. We are writing in advance of our appearance to provide informational responses to comments we received from the Council and the public at the July 16 public hearing, and to briefly summarize a few important aspects of the current project.

The Edgewater project represents a unique opportunity for the City of Beacon. The Applicant, who is also a local developer, has been and remains committed to producing a product that respects the natural environment and Beacon's rich history, while providing meaningful public benefits and important pathway connections between Main Street and the Train Station – all in furtherance of the vision set forth in the City's Comprehensive Plan. The reduced density Edgewater project combines input from the City and the public, incorporating green building design and construction, and maximizing open green space, whereby the proposed building coverage is less than half of what is permitted under the Code (i.e., 12% where 25% is allowed).

The project also creates important linkages for on-site and nearby residents to the Train Station and Main Street (including residents from Tompkins Terrace and Colonial Springs), offers live-work amenity space and bike storage, and provides public walking paths and viewing points of the Hudson River for use by residents of the area. The reduced project offers these features, while decreasing the potential for perceived impacts – for example – water usage is down 15%, projected school children is down 13% and parking is down 15%, to name a few. The reduced project doesn't obstruct any designated scenic views and by reducing parking and increasing vegetation near Tompkins Ave and Bank Street, the project substantially limits visibility to neighbors.

The City zoned the Edgewater property for dense residential transit-oriented development. The Applicant has the experience in Beacon and expressed the vision to make this project one that will fulfill the City's planning and zoning objectives. Much like the Applicant's adaptive reuse projects on the east end of Main Street along the Fishkill Creek, providing public access to the Fishkill Creek over former industrial properties, the Edgewater project balances design and function, while also improving housing resources for current and future residents of the City of Beacon.



Informational Responses to Comments:

We received a handful of comments from the Council and the Public at the July 16 public hearing, including questions from the City Council relative to housing, school analyses and the demolition of an existing building on the Edgewater property.

We appreciate the Council's interest in these topics, and while we are providing informational responses below, we must respectfully remind the Council that these issues are not within its Special Use Permit purview. The Council's role in this matter, unlike very different instances where the Council is considering adopting new laws, is limited to applying the criteria it previously set for all Special Permit applicants (which we summarized in our prior submissions to the City).¹ The Applicant has diligently presented this project and shown compliance with all applicable provisions of the Code. We, nonetheless, offer the following informational responses for reference.

The Edgewater Project Will Improve The Housing Stock in the City of Beacon.

Although the Edgewater project has been significantly reduced from 307 to 246 units, the reduced project will still provide a meaningful increase in the City's transit-oriented housing options and will further provide 25 new "below-market-rate" (BMR) rental units on a property that currently provides none. The Applicant believes that this will help the City move well beyond the status quo.

The Edgewater project is consistent with the multi-family nature of the surrounding neighborhood, which includes the existing Tompkins Terrace and Colonial Springs residential developments. The adjacent Tompkins Terrace rental property provides Section 8 rental assistance housing. The Colonial Springs contains for-sale market rate units. Other pending projects such as the West End Lofts will include mixed-income housing units that include state funding for subsidization. The Edgewater project is uniquely positioned to provide a different piece to the "housing puzzle" in this portion of the City. It will significantly increase affordable and workforce housing. It will provide a diverse stock of market rate units in an area that currently lacks this rental option. And it will bolster the City's tax base, as well as its consumer base with a direct connection to Main Street.

These benefits have been acknowledged, not just by the Applicant and City boards and staff, but have also been echoed by the County Planning Department in a letter dated April 16, 2018, attached as Exhibit A. Therein the Deputy Commissioner of Planning confirmed that Edgewater will provide broad community benefits, such as improving housing affordability in the City.

This development is within walking distance of the Beacon Train Station. We believe the City appropriately enacted higher density zoning in this area which, if built, will provide economic benefits of pedestrian traffic to Main Street, while reducing vehicular impacts

¹ To avoid unnecessary repetition, we respectfully incorporate all of our prior submissions to the Planning Board and City Council dated January 30, 2018; February 20, 2018; April 6, 2018; May 11, 2018, June 12, 2018; June 26, 2018; June 29, 2018 and July 9, 2018; copies of which are on file with the City. Additional copies are available upon request.



on the street system. The City Council and many residents have called for the need for affordable housing, public transit, and an active Main Street for Beacon's residents through the Comprehensive Plan. *In order to achieve these important goals, density is necessary.* [Emphasis added.]

We believe City and County opinions are rooted in the record and accepted planning principles. The Applicant has shown that Edgewater is designed to provide diverse and much-needed rental apartment housing in a manner consistent with the goals identified in the City's 2007 Comprehensive Plan and 2017 Comprehensive Plan Updates.² Additionally, the 246-unit Reduced Density Proposal will also provide 25 BMR housing units in addition to market-rate units in accordance with the City's "Affordable-Workforce Housing" (AWH) provisions, which expressly note: "Maintaining and ensuring a balanced mix of housing types and sizes that are affordable to a range of incomes is essential to ensuring the long-term health of the community."³

The City's planning policies further confirm that the property's close proximity to Main Street and the Beacon Train Station make this site a desired location for denser residential projects to improve the local housing stock, as well as an important opportunity for maintaining a balanced tax base in the City. The City's AWH Law acknowledges this and the need to attract and maintain an adequate workforce, a healthy business environment and foster a tax base that supports local services and the City's quality of life.⁴ In seeking to achieve these goals, the City Council previously determined, by adopting this legislation, the appropriate mix of market-rate units and affordable BMR units for new developments in the City.⁵ Notably, as a result of providing 25 below-market-rate units, the Applicant is actually entitled to 6 *more* market-rate units than is proposed.⁶ While the Applicant is entitled to up to 10 additional *market-rate* units for developing 25 below market rate units under the Code,⁷ the Applicant is only utilizing 4 of the bonus units.

As we discussed during our prior appearances before the Council, it is very difficult for a single project to meet the objectives and "wants" of everyone. That said – we believe that the Applicant with the Edgewater project has come very close. We ask that the Council evaluate the record and consider that the Edgewater project is in fact consistent with the character of the neighborhood; it will provide a significant economic "jolt" to Main Street; and will offer a diversity of housing that is unique to the area and important for the health of the overall housing market in Beacon.

² See CITY OF BEACON, 2007 COMPREHENSIVE PLAN, at pages, 7, 13 & 44, *available at:* [http://www.cityofbeacon.org/pdf/Beacon Comprehensive Master Plan.pdf](http://www.cityofbeacon.org/pdf/Beacon%20Comprehensive%20Master%20Plan.pdf); see also CITY OF BEACON, 2017 COMPREHENSIVE PLAN UPDATE, at page 23 *available at:* [http://cityofbeacon.org/pdf/Beacon Comprehensive Plan Final-040417.pdf](http://cityofbeacon.org/pdf/Beacon%20Comprehensive%20Plan%20Final-040417.pdf).

³ CITY OF BEACON ZONING CODE § 223-41.8.

⁴ CITY OF BEACON ZONING CODE § 223-41.8.

⁵ CITY OF BEACON ZONING CODE § 223-41.9.

⁶ CITY OF BEACON ZONING CODE § 223-41.10M.

⁷ A straight calculation under the City's formula results in 13 bonus units, but CITY OF BEACON ZONING CODE § 223-41.10M limits the maximum number of additional developer incentive units to 10.



The Reduced Density Proposal for the Edgewater Project Will Result in Even Fewer Projected School Age Children as a Result of Fewer Units and Bedrooms.

The Council commented on the projected students from the Reduced Proposal of 246 units, compared to the original 307-unit proposal. To assist with our response, we are reattaching correspondence from Cleary Consulting, dated June 5th and from July 9th as Exhibit B.

As discussed and summarized by the City Planner at prior meetings, the potential impacts to the Beacon City School District (“BCSD”) from the Edgewater project have been analyzed in great depth for many months. Such analysis has actually extended across multiple school year budgets. Thus, the Applicant and the City have not only completed and reviewed detailed technical analyses addressing this topic, but have also obtained “real time” data and evidence showing that there will be no adverse impact on the school system as a result of the Edgewater project.

As originally designed, the 307-unit proposal comprised of 413 total bedrooms. The Applicant’s consultant, Pat Cleary, AICP, CEP, PP, LEED AP, of Cleary Consulting (“Cleary Consulting”), prepared a School Impact Study, which involved very conservative analyses that considered both the instructional budget and the total budget of the BCSD in determining any potential impacts on the BCSD. The Study demonstrated that the 307-unit proposal would only produce 47 school age children under the *most conservative analysis* and would certainly not have a significant impact on the BCSD. The City Planner and Planning Board, after extensive review, determined that the Study was overly conservative, and found 42 children to be the most accurate number.

The Applicant’s reduced proposal now contains 61 less units (i.e., 246) and 63 less bedrooms (i.e., 350), where more than 60% of all the units are either studios or 1-bedroom units. In response to the significantly reduced bedroom and unit counts, Cleary Consulting prepared and submitted an updated Memoranda to the City demonstrating that the reduced proposal will further decrease the conservative number of projected school age children – from 42 to 36. See Exhibit B.

The City Planner reviewed and concurred with these calculations in his letter, dated July 5, 2018. All methods of these analysis and in reaching these conclusions comply with accepted industry standards and best practices. Additionally, as noted at the Planning Board’s July 10th meeting, where the Board issued a Negative Declaration and LWRP Consistency Determination for the reduced Edgewater proposal, the BCSD’s budget for the coming year identified that *enrollment went down by an additional 54 students*. This is significant for many reasons, but in part because it dispels the notion that this type of residential development in Beacon will negatively impact schools. We see that the reality is quite different.

Indeed, while the number of potential school children is decreased under the reduced density Edgewater proposal, the projected tax benefits are not. This is confirmed by the City Assessor in her correspondence dated, July 3, 2018, attached as Exhibit C. The estimated valuation of the reduced proposal remains the same, resulting in a net gain for the City and the BCSD. Therefore, the fiscal impacts to the BCSD from even few potential school age children will similarly be even less than that which was previously studied for the 307-unit Edgewater project.



The Applicant Has Been in Communication with Tenants on the Premises; and the Applicant Has Fully Complied with the Public Hearing Notice Requirements.

During the Public Hearing, a tenant from an existing small building on the property known as 6 Edgewater Place, confirmed her receipt of the Hearing Notice, but also mentioned that she was unaware of the current project. In response, the Applicants met with this individual after the July Public Hearing and communicated further thereafter.

The Applicants were pleased to be able to speak with the tenant again as they have put much effort into being open and available to the tenants of the existing property. It is worth noting that while the City's detailed Public Hearing Notice requirements have been fully complied with at all stages (i.e., multiple notices for Hearings held at the Planning Board, Zoning Board of Appeals and City Council over the course of several months), the Applicant has also done more than is required by the City's requirements.⁸ This includes sending certified mailings with notice of Public Hearing to tenants (i.e., non-owner occupants) of the 6 Edgewater Place building. The Applicant also hosted informal roundtable discussions with tenants and neighbors in May 2017, after mailing invitations offering to discuss and review the project with the Applicant's design consultants.

Further, the Applicant has received letters from other 6 Edgewater Place tenants during this process, as well as phone and e-mail correspondence from tenants confirming their receipt of certified mailings and their understanding that the 6 Edgewater Place building will be replaced by new rental housing in connection with the Edgewater project. See e.g., Exhibit D.

As noted at the Public Hearing, the Applicant has redeveloped other properties in Beacon, and will continue to assist existing tenants of 6 Edgewater Place to relocate, if needed, in the future and to keep them informed of the status of the Edgewater project. Indeed, the Applicant has previously provided similar assistance to tenants in other redevelopment properties in the City.

CONCLUSION

As we indicated during our most-recent appearances before the Council, the Edgewater property is unique and is the only property the City zoned to be in the RD-1.7 Zoning District. The City's recent adoption of the Local Law concerning the calculation of Lot Area per Dwelling Units has resulted in a substantial reduction in the project's unit count by 61 units or about 20%. The Applicant is not seeking to construct any additional density other than what is permitted under the City Code, and in fact is proposing less – further reducing the total number of units under what is permitted in response to the City Council's prior comments.

It is respectfully submitted that the record for the Edgewater project is responsive to comments and fully satisfies the criteria for issuance of the Special Use Permit as set forth in Zoning Code.

⁸ Earlier this year the Council amended the City's Notice requirements in Beacon Zoning Code Section 223-61.3 to provide for additional notice mechanisms, including signage. In addition to mailing public hearing notices for Hearings held at the Planning Board, Zoning Board of Appeals and City Council, Public Hearing Notice Signage was also posted at the entrance to 6 Edgewater Place Premises noticing multiple Hearings.



We appreciate the opportunity to appear before you on Monday.

Thank you for your consideration in this matter.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Anthony F. Morando', is written over a light blue horizontal line.

Anthony F. Morando, Esq.

cc: Nicholas M. Ward-Willis, Esq., City Council Attorney
Anthony Ruggiero, City Administrator
Iola Taylor, City Clerk
Jennifer Gray, Esq., Planning Board Attorney
Etha Grogan, Planning Board Secretary
Taylor Palmer, Esq.

Exhibit A

MARCUS J. MOLINARO
COUNTY EXECUTIVE



Eoin Wrafter, AICP
COMMISSIONER

COUNTY OF DUTCHESS
DEPARTMENT OF PLANNING AND DEVELOPMENT

April 16, 2018

To: City Council, City of Beacon
Re: Referral #18-081, LL Regulating Net Development Area in R1, RD, and FCD Districts

The Dutchess County Department of Planning and Development has reviewed the subject referral within the framework of General Municipal Law (Article 12B, §239-l/m).

ACTION

The City is proposing a net development area calculation that would exclude certain constrained lands from the calculation of allowable density on parcels of land 3 acres or more in the R1, RD and FCD districts.

COMMENTS

The City has established residential densities in each zoning district in accordance with the Comprehensive Plan. As we have previously stated, as long as a proposed development meets the zoning criteria for a project, including staying off steep slopes and out of wetland buffers or floodways, and is adhering to setbacks, height standards and parking requirements, we do not see reasons to further limit density with this calculation. If municipal water and sewer is provided, the impact of development on raw land is even further reduced.

After viewing the Council's public workshop of April 9th, it appears that the allowable density of the proposed development, "Edgewater" would be reduced by a significant 71 units. This development is within walking distance of the Beacon Train Station. We believe the City appropriately enacted higher density zoning in this area which, if built, will provide economic benefits of pedestrian traffic to Main Street, while reducing vehicular impacts on the street system.

The City Council and many residents have called for the need for affordable housing, public transit, and an active Main Street for Beacon's residents through the Comprehensive Plan. In order to achieve these important goals, density is necessary. The law proposes an allowable density of 11 dwelling units per acre after environmental constraints have been removed, however, this number is on the low side for an urban area, especially a City. In fact, other, more suburban areas of Dutchess County allow greater density (14 dwelling units per acre) and are located in the County's more suburban areas.

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, AICP
Commissioner

By

A handwritten signature in black ink, appearing to read "Jennifer F. Cocozza", written over a horizontal line.

Jennifer F. Cocozza
Deputy Commissioner

Exhibit B



June 5, 2018

Mayor Randy Casale
and Members of the City Council
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Re: Edgewater – Modified Unit Mix – Revised School Children Generation

Dear Mayor Casale and Members of the City Council,

This letter is submitted to the City Council on behalf of Scenic Beacon Developments, LLC to revise the number of school aged children estimated to be generated by Edgewater resulting from the change in the number of units from 307 to 246.

It was previously documented that the 307 units proposed in the prior plan would have generated 47 school aged children. Employing the same methodology accepted by the City during the SEQRA review of the project, the current 246 unit project would reduce the number of school age children from 47 to 41 students.

PROJECTED NUMBER OF SCHOOL AGED CHILDREN GENERATED BY EDGEWATER					
Unit Type	Student Multiplier	307 Unit Plan		246 Unit Plan	
		Number of Units	Public School Students	Number of Units	Public School Students
Studio	0.08	96	7.68	25	2
1 Bedroom	0.08	115	9.2	126	10.08
2 Bedroom	0.23	86	19.78	86	19.78
3 Bedroom	1.0	10	10	9	9
		307	46.66	246	40.86

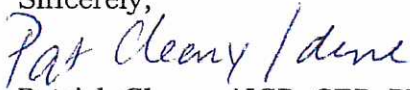
Employing the refined school aged children calculation formula recommend by John Clarke, the following projection of school aged children results:

Units	#	Market	Ratio	PSAC	Workforce	Ratio	PSAC	Total SAC
Studio	25	22	0.07	1.54	3	.27	.81	2.35
1 BR	126	114	0.07	7.98	12	.27	3.24	11.22
2 BR	86	78	.16	12.48	8	.45	3.6	16.08
3 BR	9	8	.63	5.04	1	1.3	1.3	6.34
Totals	246	222			24			35.99

To further reinforce the conservative nature of both of the estimates presented above, the project at 71 Leonard Street contains 78 units (40 two-bedroom and 38 one-bedrooms) generated 3 children from the two-bedroom units, all of which are below school age. That project is comparable to Edgewater in that it is a new rental project with similar amenities.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,



Patrick Cleary, AICP, CEP, PP, LEED AP
Cleary Consulting

cc: Rodney Weber, Scenic Beacon Developments, LLC
Taylor Palmer, Cuddy & Feder



July 9, 2018

Mayor Randy Casale
and Members of the City Council
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Re: Edgewater – Reduced Density Proposal
Modified Unit Mix – Revised School Children Generation

Dear Mayor Casale and Members of the City Council,

In response to John Clark’s comment that the 246 unit Reduced Density Proposal should include 25 below market rate units (not the 24 previously noted), the projection of school aged children resulting from the Edgewater project has been revised accordingly – from 35.99 students to 36.28 students. As more fully documented in the School Impact Study dated June 26, 2017, the 307-unit proposal projected 47 students, and so the Reduced Density Proposal and its modified unit mix projects a net reduction of over 10 students.

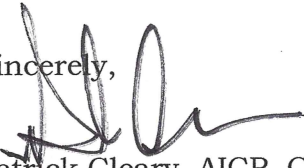
Units	#	Market	Ratio	PSAC	Workforce	Ratio	PSAC	Total SAC
Studio	25	23	0.07	1.61	2	.27	.54	2.15
1 BR	126	113	0.07	7.91	13	.27	3.51	11.42
2 BR	86	77	.16	12.32	9	.45	4.05	16.37
3 BR	9	8	.63	5.04	1	1.3	1.3	6.34
Totals	246	221			25			36.28

In addition, since our last submission on June 5th, the City Assessor has issued an opinion indicating that even though the number of units in the project would be reduced from 307 to 246, the square footage of the project would remain roughly equivalent (unit sizes would increase from an average of 850 square feet to 1,000 square feet). As such, her estimated assessed value for the project would remain unchanged at between \$34 to \$40 million dollars.

Therefore, consistent with the original finding, and as documented in significant detail in prior submissions, the 246 unit Reduced Density Proposal will result in a net surplus in tax revenue to all taxing jurisdictions, including the Beacon City School District.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Cleary', with a long horizontal flourish extending to the right.

Patrick Cleary, AICP, CEP, PP, LEED AP
Cleary Consulting

cc: Rodney Weber, Scenic Beacon Developments, LLC
Taylor Palmer, Cuddy & Feder

Exhibit C

City of
Beacon

Kathleen Martin
Office of the Assessor
One Municipal Plaza
Suite 4
Beacon, NY 12508-2530

Telephone 845-838-5025
Fax 845-838-5026

July 3, 2018

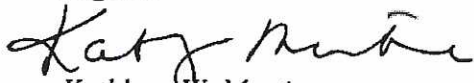
*Chairman John Gunn
City of Beacon Planning Board
1 Municipal Plaza
Beacon, NY 12508*

RE: Edgewater Development

Dear Chairman Gunn,

I have reviewed Edgewater's revised plans which reduce the number of proposed dwelling units from 307 to 246 but maintain roughly the same overall square footage. While there are fewer dwelling units, some of the dwelling units now are larger resulting in very little net difference in the overall square footage of the development. Utilizing the three approaches to value (Market Approach, Cost Approach and Income Approach) and weighing on the Income Approach, and based on the information provided to me for the Edgewater Development, the estimated assessed value remains \$34 to \$40 million dollars.

Regards-



*Kathleen W. Martin
KAM/mag*

Cc: Jennifer Grey

Exhibit D

LETTER IN SUPPORT AND APPROVAL RECOMMENDATION

DATE: 5/8/17

Chairman Jay C. Sheers and
Members of the Planning Board
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

Re: Edgewater Place – 22 Edgewater Place – SEORA Hearing

I am (we are) the abutting or neighborhood property owner(s) of 22 Edgewater Place, Beacon, New York (the "Premises"), which is classified in the RD-1.7 Zoning District.

This letter will serve to confirm that I (we) have had a chance to review the application of Scenic Beacon Developments, LLC (the "Applicant"), to the Planning Board of the City of Beacon, requesting site plan approval to build new market-rate apartments, parking and open space amenities on the Premises.

I (We) have reviewed the application materials and/or have walked the property and have become familiar with the proposal. This shall confirm that I (we) have no objection to the issuance of a Negative Declaration for the approval described above because the proposal will have no adverse impact on the environment or the neighborhood. Indeed, I (we) feel the proposed development will be an enhancement to the community and the proposal is in keeping with the character of the neighborhood.

I (We) therefore recommend the Planning Board adopt a Negative Declaration for the Applicant's application for site plan approval.

Very truly yours,

Beatrice Williams
Signature(s)

Beatrice Williams
Print Name(s)

22 Edgewater Pl. Apt. 3 Beacon, NY 12508
Address

July 25, 2018

Dear City Council Members,

My name is Elizabeth Recendiz and I reside at 6 Edgewater Place apartment 1, Beacon NY. I have been a resident there since August 2016. Tina and Rodney made me aware of the proposed Edgewater project and the future demolition before I even moved into my place.

I have been notified of Public Hearings via certified mail on numerous occasions about the Edgewater application. Tina and I have spoken several times about the expected timelines for demolition. She has always stated that unfortunately she has no estimated time to give me because they are still before the City seeking approvals, and just don't know when that will happen. I have been told that as soon as they have the approvals and an expected demolition date, then I would be notified and given a reasonable time to find another place to live.

I would like the Council to know that Rodney and Tina have always been very forthcoming and helpful in answering any questions I have had.

Respectfully,

A handwritten signature in black ink, appearing to read 'Elizabeth Recendiz', with a stylized flourish at the end.

Elizabeth Recendiz.

City of Beacon Workshop Agenda
7/30/2018

Title:

Small cell wireless facilities local law discussion

Subject:

Background:

ATTACHMENTS:

Description	Type
Small Cells Draft LL_redlined	Local Law
Small Cells Draft LL_clean	Local Law

DRAFT LOCAL LAW NO. ____ OF 2018

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO
CREATE SECTION 223-26.4 AND AMEND SECTION 223-63 OF THE
CODE OF THE
CITY OF BEACON

A LOCAL LAW to create Section 223-26.4 and amend Section 223-63 of Code of the City of Beacon, concerning Small Cell Wireless Facilities.

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

Section 1. Section 223-26.4 of the Code of the City of Beacon entitled “Small Cell Wireless Telecommunications Facilities” is hereby created as follows:

A. Purpose. The purpose of this Section is to establish uniform policies and procedures for the deployment and installation of small cell wireless telecommunication facilities (small cell facility) in the City of Beacon, which will provide a public health, safety, and welfare benefit consistent with the preservation of the integrity, safe usage, and visual qualities in the City. Any installation of a small cell facility shall require either a special permit from the City Council or a small cell permit from the Planning Board.

B. Special Use Permit approval by the City Council is required under § 223-24.5 for the following uses: All special use permit applications must comply with the requirements set forth in § 223-24.5.

(1) A substantial change to an existing tower or base station, unless the Building Inspector has determined it is a modification to be reviewed by the Planning Board pursuant to § 223-26.4C(2).

(2) Any other application for placement, installation, collocation or construction of transmission equipment that does not constitute an Eligible Facilities Request.

(3) Installation of a new tower over 50 feet in height.

- (4) Placement of new antenna on an existing tower or base station that results in a substantial change to the tower or base station.
- (5) Installation of equipment located on sidewalk.
- (6) Installation of equipment on a pole, located at an elevation less than ~~ten~~15 feet from the ground.
- (7) Installation of a small cell facility on a pole located within 20 feet of a dwelling unit.

~~A.~~

B.C. Small Cell Permit Required from the Planning Board.

(1) No person shall install a small cell ~~wireless telecommunications~~ facility without first filing a small cell ~~wireless telecommunications~~ facility application and obtaining a small cell permit from the Planning Board.

~~(+)(2)~~ The Planning Board shall issue approve a small cell permit application concerning any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure. An applicant shall assert in writing that its request is considered an eligible facilities request. The Planning Board may require the applicant to provide documentation or information only to the extent reasonably related to determine whether the request meets the requirements of an eligible facilities request.

Comment [k1]: 47 CFR 1.4001

~~(2)(3)~~ The Planning Board may issue a permit for the following:

(a) ~~The modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies as an Eligible Facilities Request.~~

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~~(b)(a)~~ Collocation of a small cell ~~wireless telecommunications~~ facility or DAS ~~Facility~~ facility on an existing tower, utility pole or streetlight not exceeding 50 feet in height on public or private property in the public right-of-way. Collocation of a small cell facility or DAS facility on an existing tower, utility pole or streetlight exceeding 50 feet in height shall require special permit approval.

~~(c)(b)~~ Collocation on existing buildings within the City of Beacon.

~~(d)~~ Replacement of a utility pole or street light that does not result in a change from the original dimensions.

Comment [k2]: Covered by street permit local law.

~~(c) Installation of a monopole or utility pole for small cell or DAS Facilities-facility in the public right-of-way that does not exceed 50 feet in height.~~

~~(4) Small cell permit application for Planning Board approval.~~

~~(a) The small cell permit application shall be made by the wireless telecommunications provider or its duly authorized representative and shall contain the following:~~

~~(b) The applicant's name, address, telephone number, and e-mail address;~~

~~(c) The names, addresses, telephone numbers, and email address of all consultants, if any acting on behalf of the applicant with respect to the filing of the application.~~

~~(d) A general description of the proposed work and the purpose of the work proposed.~~

~~(e) Identify and disclose the number and locations of any small cells that the applicant has installed or locations the applicant has considered in the past year for small cell infrastructure within the City and those submitted or ~~anticipated~~ or anticipated to be submitted within a ~~one year~~ one-year period.~~

~~(f) A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance.~~

~~(e)(g) Any amendment to information contained in a small cell permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.~~

~~C.A. Special Use Permit approval by the City Council is required under § 223-24.5 for the following uses:~~

~~(1) A substantial change to an existing tower or base station.~~

~~(2)(1) Any other application for placement, installation or construction of transmission equipment that does not constitute an Eligible Facilities Request.~~

~~(3)(1) Installation of a new tower.~~

~~(4)(1) Placement of new antenna on an existing tower or base station that results in a substantial change to the tower or base station.~~

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~~(5)(1) Installation of equipment located on sidewalk.~~

~~(6)(1) Installation of equipment located at an elevation less than ten feet from the ground.~~

~~(7)(1) Installation of a small cell facility on a pole located within 20 feet of a dwelling unit.~~

~~D. Permit Application.~~

~~(1) All small cell wireless telecommunications facility applications for small cell permits filed pursuant to this Section shall be on a form provided by the City.~~

~~(2)(1) The small cell permit application shall be made by the wireless telecommunications provider or its duly authorized representative and shall contain the following:~~

~~(a) The applicant's name, address, telephone number, and e-mail address;~~

~~(b)(a) The names, addresses, telephone numbers, and email address of all consultants, if any acting on behalf of the applicant with respect to the filing of the application.~~

~~(c)(a) A general description of the proposed work and the purpose of the work proposed.~~

~~(d)(a) Identify and disclose the number and locations of any small cells that the applicant has installed or locations the applicant has considered in the past year for small cell infrastructure within the City and those submitted or anticipated to be submitted within a one year period.~~

~~(e)(a) A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance.~~

~~(f)(h) Any amendment to information contained in a small cell permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.~~

~~(3) An application shall not be required for: (i) routine maintenance; and (ii) the replacement or upgrade of a previously permitted small cell wireless telecommunications facility with another small cell wireless telecommunications facility that is the same as or smaller in size, weight, and height at the same location.~~

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~~(4)~~(5) A wireless telecommunications provider shall pay to the City an application fee and administrative fee as set forth in this section.

~~(5)~~(6) A wireless telecommunications provider is authorized, after 30 days written notice to the City Building Inspector, to remove its facility at any time from the rights-of-way and cease paying the City the administrative fee.

~~F.D.~~ Location of small cell facility approved by the Planning Board

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(1) The following locational priorities shall apply in the order specified, consistent with the City's obligation to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City:

- (a) On the roof of any City owned or federal, state or local government owned buildings or structures.
- (b) Location on privately-owned buildings
- (c) Location on an existing City owned utility poles
- (d) Location on City-owned infrastructure on private poles
- (e) Location City-owned property, where there is no existing pole
- (f) Location on ~~privately owned~~ privately owned utility poles.

(2) If the proposed site is not the highest priority listed above, then a detailed explanation must be provided as to why a site of higher priority was not selected. The person seek such an exemption must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site and the hardship that would be incurred by the applicant if the permit were not granted for the proposed use.

~~F.E.~~ Small cell facility permit fees Right of Way Fees

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- (1) In order to ensure that the limited private use of the public right of way authorized herein does not become an additional cost to the City, it is hereby determined by the City Council that the following fees shall be charged to small cell permit applicants and small cell permit holders ~~seeking to use the public right of way pursuant to this Local Law.~~
- (2) Small Cell Permit Application Fee: shall be ~~\$500~~\$250.000 (non-refundable) due to the City Building Department upon submittal of a completed application for review.
- (3) Annual Small Cell Permit Right-of-Way Fees:

- (a) For placement on Existing Private Utility Poles -~~\$1,000~~500.00 per year per pole
- (b) For placement on Existing City-owned buildings, utility poles, infrastructure or property - ~~\$1,750.00~~ per year
- (c) For placement of new poles in the right of way \$21,000 per year per pole
- (d) Fee start date: The annual permit fee shall be payable January 2 of the year following installation. Failure to pay the annual permit fee shall result in the imposition of a 5% penalty fee, additional collection fees if necessary, and suspension or revocation of the permit.

G.F. City-Planning Board requirements as to aesthetics and neighborhood impact mitigation for small cell permits.

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- (1) In order to preserve the character and integrity of City neighborhoods the City Council finds that the following requirements are essential to protect the public health, safety and welfare, and scenic preservation.
 - (a) New small cell facilities shall not be located in the Historic District and Landmark Overlay Zone, unless the applicant demonstrates to the Planning Board's satisfaction that the selected site is necessary to provide adequate service.
 - (b) ~~Wherever possible, n~~New small cell facilities shall include stealth technology designs, unless the Planning Board makes a written determination that such designs are not feasible
 - (c) ~~The Planning Board may consider alternative locations for equipment, whether pole mounted or ground mounted.~~
 - (d) All small cells placed on any roof shall be set-back at least 15 feet from the edge of the roof along any street frontage, unless the Planning Board makes a written determination waiving the setback requirement.
 - (e) The Planning Board shall consider all impacts to site lines and aesthetic views.
 - (f) Except within the public right of way, all proposed poles, pole equipment and enclosures shall comply with the designated setback requirements.
 - (g) Up to three (3) small cells will be allowed per utility pole if technically feasible and if in the determination of the Planning Board there are no safety or aesthetic concerns. Small cells must be designed and placed in an aesthetically pleasing manner to the reasonable satisfaction of the approving agency.

~~(g)~~(h) No small cell placement shall be allowed on ornamental street lighting poles as determined by the Building Inspector.

~~(h)~~(i) No small cell facilities ~~or associated equipment shall be placed on any sidewalk~~ and shall ~~not~~ obstruct pedestrian or vehicular traffic in any way.

~~(i)~~(j) In no event shall any utility pole or wireless telecommunication support structure as of January 1, 2018, installed in the public right of way, exceed 50 feet in height, unless special permit approval is obtained from the City Council pursuant to § 223-24.5. A shorter pole may be required if the initial proposal is deemed out of character of with the neighborhood as determined by the Planning Board.

~~(j)~~(k) Each new small cell ~~wireless telecommunications~~ facility, including antennas or other associated equipment, installed in the public right-of-way shall not exceed more than ten (10) feet above the existing utility pole or wireless telecommunication support structure on which it is being located, unless special permit approval is obtained from the City Council pursuant to § 223-24.5.

~~H.G.~~ The Secretary of the Planning Board shall forward a copy of the Planning Board decision to the City Tax Assessor to allow the City to better assess the utility infrastructure for wireless telephone facilities.

Comment [k3]: Utilities are assessed based upon the cost basis of the equipment with an adjustment over time for the depreciation of the equipment. This provision will help the City confirm the valuation schedule provided by the utility companies and better assess the utility infrastructure.

~~H.H.~~ Duration. Construction pursuant to a small cell permit issued by the Planning Board under this section must be commenced within twelve (12) months of issuance of the small cell permit and diligently pursued thereafter, or such small cell permit shall expire.

~~H.I.~~ Routine Maintenance and Replacement. An application shall not be required for: (i) routine maintenance; and (ii) the replacement or upgrade of a small cell ~~wireless telecommunications~~ facility with another small cell ~~wireless telecommunications~~ facility that is same as or smaller in size, ~~weight~~ and height at the same location.

~~H.J.~~ Information Updates. Any amendment to information contained in a small cell building/work permit application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment. On an annual basis, the wireless telecommunication provider shall provide a list of existing small cell locations within the City.

~~H.K.~~ Removal, relocation or modification of ~~Small-small cell Wireless Telecommunication Facility-facility~~ in the ~~pPublic Rright-of-Wway~~

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(1) Notice. Within ninety (90) days following written notice from the City, the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small ~~cell-wireless~~

~~telecommunications~~ facilities within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.

~~(2) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut or move any small cell wireless telecommunications facility located within the public right-of-way, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the wireless telecommunications provider and provide the wireless telecommunications provider an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the wireless telecommunications provider after cutting or removing a small cell wireless telecommunications facility.~~

~~(2)~~ Abandonment of Facilities. Upon abandonment of a small ~~cell wireless telecommunications~~ facility within the public rights-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small cell ~~wireless telecommunications~~ facility if the City, or nay of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

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SECTION 2. Chapter 223, Article VI, Section 63 of the Code of the City of Beacon entitled "Definitions" is hereby amended to add and amend the following definitions:

ACCESSORY EQUIPMENT

Any equipment servicing or being used in conjunction with a wireless telecommunications facility or wireless support structure. The term includes utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds.

ANTENNA

A system of electrical conductors that transmits or receives electromagnetic waves or radio frequencies signals. Such waves shall include but not be limited to radio, television, cellular, paging, personal telecommunications services (PCS) and microwave telecommunications. Any system of wires, poles, rods, reflecting discs or similar devices used for the transmission, reception or both of electromagnetic radiation waves, including but not limited to satellite antennas and amateur radio antennas, which are not fully enclosed within a building.

BASE STATION

A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications

Comment [k4]:

47 CFR 1.40001

network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

- (i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- (ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).
- (iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the City of Beacon pursuant to this section, supports or houses equipment described in paragraphs (i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, even if the structure was not built for the sole or primary purpose of providing such support.
- (iv) The term does not include any structure that, at the time the relevant application is filed with the City of Beacon under this section, does not support or house equipment described in paragraphs (i)-(ii) of this section.

COLLOCATION CO-LOCATION

The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes. The installation of two or more wireless telecommunication services antennas and related appurtenances on the same monopole or tower. For purposes of this chapter, the installation of two or more structurally mounted wireless telecommunication services antennas on the same building or structure other than a monopole or tower, or the installation of two or more wireless telecommunication services facilities in different locations on the same site, shall not be considered co-location.

DISTRIBUTED ANTENNA SYSTEM (DAS)

A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.

ELIGIBLE FACILITIES REQUEST

Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

Comment [k5]: Defined in 47 U.S.C.A. § 1455; 47 CRR1.4001

ELIGIBLE SUPPORT STRUCTURE.

Comment [k6]: 47 CRR1.4001

Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City of Beacon.

MONOPOLE

A tower which consists of a single pole structure, designed and erected on the ground or on top of a structure, to support communications antennas and connect appurtenances. A freestanding pole having a single point of location on the ground comprising a part of a wireless telecommunication services facility. For purposes of this chapter, the term "monopole" shall include all other components of the wireless telecommunication services facility.

RADIO TOWER

Any tower, edifice, pole or other structure, other than a wireless telecommunication services facility (as defined herein), designed to be used for the transmission and/or reception of radio signals, television signals or other electronic impulses and having a height at any point greater than 15 feet from the base or lowest point of said tower, edifice, pole or structure and constructed, installed or maintained on or above the ground or on a residential building on private property.

SMALL CELL WIRELESS TELECOMMUNICATIONS FACILITY OR SMALL CELL FACILITY

Small cells are low-powered wireless base stations that function like cells in a mobile wireless network, typically covering targeted indoor or localized outdoor areas ranging in size from homes and offices to stadiums, shopping malls, hospitals, and metropolitan outdoor spaces. A small cell facility meets both the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed element, the Antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 17 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SUBSTANTIAL CHANGE

Comment [k7]: 47 CRR1.4001

A modification substantially changes the physical dimensions of an eligible support structure (tower or base station) if it meets any of the following criteria:

- a. The mounting of the proposed antenna on existing towers, other than towers in the public rights-of-way, would increase the existing height of the tower by more

than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than 10 feet, whichever is greater.

- b. the mounting of the proposed antenna would involve the installation of more than the standards number of new equipment cabinets for the technology involved, not to exceed four, or more than one new equipment shelter;
- c. The mounting of the proposed antenna would involve adding an appurtenance to the body of existing towers, other than towers in the public rights-of-way, that would protrude from the edge of the towers more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet, except that the mounting of the proposed antenna may exceed the size limits herein if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable;
- d. The mounting of the proposed antenna would involve excavation outside the current existing structure site, defined as the current boundaries of the leased or owned property surrounding the existing structure and any access or utility easements currently related to the site;
- e. The modification defeats concealment and/or stealth elements of the support structure; or
- f. The modification does not comply with prior conditions of the approval for the existing structure and/or site; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified above.

TOWER

Any structure built for the sole or primary purpose of supporting any licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Comment [k8]: 47 CRR1.4001

UTILITY POLE

A pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including City-owned poles. Such term shall not include structures supporting only Wireless Telecommunication Service Facilities. Any pole in excess of 50 feet shall be deemed a tower.

WIRELESS TELECOMMUNICATION SERVICES FACILITY

Any equipment used in connection with the commercial operation of wireless telecommunication services, as defined herein, and as the term "personal wireless services facility" is defined in the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. § 332(e)(7)(C), or as hereafter amended, to transmit and/or receive frequencies, including but not limited to antennas, monopoles, towers, equipment, appurtenances and structures. A structure, facility or location designed or intended to be used as, or used to support, antennas. It includes, without limit, freestanding towers, guyed towers, monopoles, small cell telecommunication facilities on utility poles in the public right-of-way or property of the City of Beacon or of another municipal corporation within the City of Beacon and similar structures that employ camouflage technology, including but not limited to structures such as a multistory building, church steeple, silo, water tower, sign or other similar structures intended to mitigate the visual impact of an antenna or the functional equivalent of such. It is a structure intended for transmitting and/or receiving radio, television, cellular, personal telecommunications services, commercial satellite services or microwave telecommunications, but excluding those used exclusively for dispatch telecommunications, or exclusively for private radio and television reception and private citizen's bands, amateur radio and other similar telecommunications.

WIRELESS TELECOMMUNICATIONS PROVIDER

A wireless telecommunications infrastructure provider or a wireless telecommunications services provider.

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter," "Section" or other appropriate word as required for codification; and that any such rearranging of the

numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 5. Severability

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

Section 6. Effective Date

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

DRAFT

DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO
CREATE SECTION 223-26.4 AND AMEND SECTION 223-63 OF THE
CODE OF THE
CITY OF BEACON**

A LOCAL LAW to create Section 223-26.4 and amend Section 223-63 of Code of the City of Beacon, concerning Small Cell Wireless Facilities.

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

Section 1. Section 223-26.4 of the Code of the City of Beacon entitled “Small Cell Wireless Telecommunications Facilities” is hereby created as follows:

- A. Purpose. The purpose of this Section is to establish uniform policies and procedures for the deployment and installation of small cell wireless telecommunication facilities (small cell facility) in the City of Beacon, which will provide a public health, safety, and welfare benefit consistent with the preservation of the integrity, safe usage, and visual qualities in the City. Any installation of a small cell facility shall require either a special permit from the City Council or a small cell permit from the Planning Board.
- B. Special Use Permit approval by the City Council is required under § 223-24.5 for the following uses. All special use permit applications must comply with the requirements set forth in § 223-24.5.
 - (1) A substantial change to an existing tower or base station, unless the Building Inspector has determined it is a modification to be reviewed by the Planning Board pursuant to § 223-26.4C(2).
 - (2) Any other application for placement, installation, collocation or construction of transmission equipment that does not constitute an Eligible Facilities Request.
 - (3) Installation of a new tower over 50 feet in height.

- (4) Placement of new antenna on an existing tower or base station that results in a substantial change to the tower or base station.
- (5) Installation of equipment located on sidewalk.
- (6) Installation of equipment on a pole, located at an elevation less than 15 feet from the ground.
- (7) Installation of a small cell facility on a pole located within 20 feet of a dwelling unit.

C. Small Cell Permit from the Planning Board.

- (1) No person shall install a small cell facility without first filing a small cell facility application and obtaining a small cell permit from the Planning Board.
- (2) The Planning Board shall issue approve a small cell permit application concerning any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure. An applicant shall assert in writing that its request is considered an eligible facilities request. The Planning Board may require the applicant to provide documentation or information only to the extent reasonably related to determine whether the request meets the requirements of an eligible facilities request.
- (3) The Planning Board may issue a permit for the following:
 - (a) Collocation of a small cell facility or DAS facility on an existing tower, utility pole or streetlight not exceeding 50 feet in height on public or private property. Collocation of a small cell facility or DAS facility on an existing tower, utility pole or streetlight exceeding 50 feet in height shall require special permit approval.
 - (b) Collocation on existing buildings within the City of Beacon.
 - (c) Installation of a monopole or utility pole for small cell or DAS facility in the public right-of-way that does not exceed 50 feet in height.
- (4) Small cell permit application for Planning Board approval.
 - (a) The small cell permit application shall be made by the wireless telecommunications provider or its duly authorized representative and shall contain the following:
 - (b) The applicant's name, address, telephone number, and e-mail address;

- (c) The names, addresses, telephone numbers, and email address of all consultants, if any acting on behalf of the applicant with respect to the filing of the application.
 - (d) A general description of the proposed work and the purpose of the work proposed.
 - (e) Identify and disclose the number and locations of any small cells that the applicant has installed or locations the applicant has considered in the past year for small cell infrastructure within the City and those submitted or anticipated to be submitted within a one-year period.
 - (f) A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance.
 - (g) Any amendment to information contained in a small cell permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.
- (5) A wireless telecommunications provider shall pay to the City an application fee and administrative fee as set forth in this section.
- (6) A wireless telecommunications provider is authorized, after 30 days written notice to the City Building Inspector, to remove its facility at any time from the rights-of-way and cease paying the City the administrative fee.

D. Location of small cell facility approved by the Planning Board

- (1) The following locational priorities shall apply in the order specified, consistent with the City's obligation to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City:
- (a) On the roof of any City owned or federal, state or local government owned buildings or structures.
 - (b) Location on privately-owned buildings
 - (c) Location on an existing City owned utility poles
 - (d) Location on City-owned infrastructure on private poles
 - (e) Location City-owned property, where there is no existing pole
 - (f) Location on privately owned utility poles.

- (2) If the proposed site is not the highest priority listed above, then a detailed explanation must be provided as to why a site of higher priority was not selected. The person seek such an exemption must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site and the hardship that would be incurred by the applicant if the permit were not granted for the proposed use.

E. Small cell facility permit fees

- (1) In order to ensure that the limited private use of the public right of way authorized herein does not become an additional cost to the City, it is hereby determined by the City Council that the following fees shall be charged to small cell permit applicants and small cell permit holders.
- (2) Small Cell Permit Application Fee: shall be \$250 (non-refundable) due to the City Building Department upon submittal of a completed application for review.
- (3) Annual Small Cell Permit Right-of-Way Fees:
 - (a) For placement on Existing Private Utility Poles -\$500 per year per pole
 - (b) For placement on Existing City-owned buildings, utility poles, infrastructure or property - \$750 per year
 - (c) For placement of new poles in the right of way \$1,000 per year per pole
 - (d) Fee start date: The annual permit fee shall be payable January 2 of the year following installation. Failure to pay the annual permit fee shall result in the imposition of a 5% penalty fee, additional collection fees if necessary, and suspension or revocation of the permit.

F. Planning Board requirements as to aesthetics and neighborhood impact mitigation for small cell permits.

- (1) In order to preserve the character and integrity of City neighborhoods the City Council finds that the following requirements are essential to protect the public health, safety and welfare, and scenic preservation.
 - (a) New small cell facilities shall not be located in the Historic District and Landmark Overlay Zone, unless the applicant demonstrates to the Planning Board's satisfaction that the selected site is necessary to provide adequate service.
 - (b) New small cell facilities shall include stealth technology designs, unless the Planning Board makes a written determination that such designs are not feasible

- (c) The Planning Board may consider alternative locations for equipment, whether pole mounted or ground mounted.
 - (d) All small cells placed on any roof shall be setback at least 15 feet from the edge of the roof along any street frontage, unless the Planning Board makes a written determination waiving the setback requirement.
 - (e) The Planning Board shall consider all impacts to site lines and aesthetic views.
 - (f) Except within the public right of way, all proposed poles, pole equipment and enclosures shall comply with the designated setback requirements.
 - (g) Up to three (3) small cells will be allowed per utility pole if technically feasible and if in the determination of the Planning Board there are no safety or aesthetic concerns. Small cells must be designed and placed in an aesthetically pleasing manner to the reasonable satisfaction of the approving agency.
 - (h) No small cell placement shall be allowed on ornamental street lighting poles as determined by the Building Inspector.
 - (i) No small cell facilities shall obstruct pedestrian or vehicular traffic in any way.
 - (j) In no event shall any utility pole or wireless telecommunication support structure as of January 1, 2018, installed in the public right of way, exceed 50 feet in height, unless special permit approval is obtained from the City Council pursuant to § 223-24.5. A shorter pole may be required if the initial proposal is deemed out of character of with the neighborhood as determined by the Planning Board.
 - (k) Each new small cell facility, including antennas or other associated equipment, installed in the public right-of-way shall not exceed more than ten (10) feet above the existing utility pole or wireless telecommunications support structure on which it is being located, unless special permit approval is obtained from the City Council pursuant to § 223-24.5.
- G. The Secretary of the Planning Board shall forward a copy of the Planning Board decision to the City Tax Assessor to allow the City to better assess the utility infrastructure for wireless telephone facilities.
- H. Duration. Construction pursuant to a small cell permit issued by the Planning Board under this section must be commenced within twelve (12) months of issuance of the small cell permit and diligently pursued thereafter, or such small cell permit shall expire.
- I. Routine Maintenance and Replacement. An application shall not be required for: (i) routine maintenance; and (ii) the replacement or upgrade of a small cell facility with

another small cell facility that is same as or smaller in size and height at the same location.

J. Information Updates. Any amendment to information contained in a small cell building/work permit application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment. On an annual basis, the wireless telecommunication provider shall provide a list of existing small cell locations within the City.

K. Removal, relocation or modification of small cell facility in the public right-of-way

(1) Notice. Within ninety (90) days following written notice from the City, the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small facilities within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.

(2) Abandonment of Facilities. Upon abandonment of a small facility within the public rights-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small cell facility if the City, or nay of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

SECTION 2. Chapter 223, Article VI, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to add and amend the following definitions:

ACCESSORY EQUIPMENT

Any equipment servicing or being used in conjunction with a wireless telecommunications facility or wireless support structure. The term includes utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds.

ANTENNA

A system of electrical conductors that transmits or receives electromagnetic waves or radio frequencies signals. Such waves shall include but not be limited to radio, television, cellular, paging, personal telecommunications services (PCS) and microwave telecommunications. ~~Any system of wires, poles, rods, reflecting discs or similar devices used for the transmission, reception or both of electromagnetic radiation waves, including but not limited to satellite antennas and amateur radio antennas, which are not fully enclosed within a building.~~

BASE STATION

A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

- (i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- (ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).
- (iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the City of Beacon pursuant to this section, supports or houses equipment described in paragraphs (i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, even if the structure was not built for the sole or primary purpose of providing such support.
- (iv) The term does not include any structure that, at the time the relevant application is filed with the City of Beacon under this section, does not support or house equipment described in paragraphs (i)-(ii) of this section.

COLLOCATION CO-LOCATION

The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes. The installation of two or more wireless telecommunication services antennas and related appurtenances on the same monopole or tower. For purposes of this chapter, the installation of two or more structurally mounted wireless telecommunication services antennas on the same building or structure other than a monopole or tower, or the installation of two or more wireless telecommunication services facilities in different locations on the same site, shall not be considered co-location.

DISTRIBUTED ANTENNA SYSTEM (DAS)

A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.

ELIGIBLE FACILITIES REQUEST

Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

ELIGIBLE SUPPORT STRUCTURE.

Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City of Beacon.

MONOPOLE

A tower which consists of a single pole structure, designed and erected on the ground or on top of a structure, to support communications antennas and connect appurtenances. A freestanding pole having a single point of location on the ground comprising a part of a wireless telecommunication services facility. For purposes of this chapter, the term "monopole" shall include all other components of the wireless telecommunication services facility.

RADIO TOWER

Any tower, edifice, pole or other structure, other than a wireless telecommunication services facility (as defined herein), designed to be used for the transmission and/or reception of radio signals, television signals or other electronic impulses and having a height at any point greater than 15 feet from the base or lowest point of said tower, edifice, pole or structure and constructed, installed or maintained on or above the ground or on a residential building on private property.

SMALL CELL WIRELESS TELECOMMUNICATIONS FACILITY OR SMALL CELL FACILITY

Small cells are low-powered wireless base stations that function like cells in a mobile wireless network, typically covering targeted indoor or localized outdoor areas ranging in size from homes and offices to stadiums, shopping malls, hospitals, and metropolitan outdoor spaces. A small cell facility meets both the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed element, the Antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 17 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SUBSTANTIAL CHANGE

A modification substantially changes the physical dimensions of an eligible support structure (tower or base station) if it meets any of the following criteria:

- a. The mounting of the proposed antenna on existing towers, other than towers in the public rights-of-way, would increase the existing height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than 10 feet, whichever is greater.
- b. the mounting of the proposed antenna would involve the installation of more than the standards number of new equipment cabinets for the technology involved, not to exceed four, or more than one new equipment shelter;
- c. The mounting of the proposed antenna would involve adding an appurtenance to the body of existing towers, other than towers in the public rights-of-way, that would protrude from the edge of the towers more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet, except that the mounting of the proposed antenna may exceed the size limits herein if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable;
- d. The mounting of the proposed antenna would involve excavation outside the current existing structure site, defined as the current boundaries of the leased or owned property surrounding the existing structure and any access or utility easements currently related to the site;
- e. The modification defeats concealment and/or stealth elements of the support structure; or
- f. The modification does not comply with prior conditions of the approval for the existing structure and/or site; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified above.

TOWER

Any structure built for the sole or primary purpose of supporting any licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

UTILITY POLE

A pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric

service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including City-owned poles. Such term shall not include structures supporting only Wireless Telecommunication Service Facilities. Any pole in excess of 50 feet shall be deemed a tower.

WIRELESS TELECOMMUNICATION SERVICES FACILITY

Any equipment used in connection with the commercial operation of wireless telecommunication services, as defined herein, and as the term "personal wireless services facility" is defined in the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. § 332(e)(7)(C), or as hereafter amended, to transmit and/or receive frequencies, including but not limited to antennas, monopoles, towers, equipment, appurtenances and structures. A structure, facility or location designed or intended to be used as, or used to support, antennas. It includes, without limit, freestanding towers, guyed towers, monopoles, small cell telecommunication facilities on utility poles in the public right-of-way or property of the City of Beacon or of another municipal corporation within the City of Beacon and similar structures that employ camouflage technology, including but not limited to structures such as a multistory building, church steeple, silo, water tower, sign or other similar structures intended to mitigate the visual impact of an antenna or the functional equivalent of such. It is a structure intended for transmitting and/or receiving radio, television, cellular, personal telecommunications services, commercial satellite services or microwave telecommunications, but excluding those used exclusively for dispatch telecommunications, or exclusively for private radio and television reception and private citizen's bands, amateur radio and other similar telecommunications.

WIRELESS TELECOMMUNICATIONS PROVIDER

A wireless telecommunications infrastructure provider or a wireless telecommunications services provider.

Section 3. Ratification, Reoption and Confirmation

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

Section 4. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter," "Section" or other appropriate word as required for codification; and that any such rearranging of the

numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 5. Severability

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

Section 6. Effective Date

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

City of Beacon Workshop Agenda
7/30/2018

Title:

Resolution amending the fee schedule concerning lot line adjustment exemption applications

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso Lot Line Fee	Resolution
LL Lot Lines	Local Law

**CITY COUNCIL
CITY OF BEACON**

**RESOLUTION AMENDING THE FEE SCHEDULE CONCERNING LOT LINE
ADJUSTMENT EXEMPTION APPLICATIONS**

Resolution No. _____ of 2018

Council Member _____ moved, seconded by Council Member _____, to adopt the following Resolution amending the Master Fee Schedule.

WHEREAS, on July 9, 2018 the City Council of the City of Beacon adopted Local 12 of 2018 concerning lot line adjustments; and

WHEREAS, the law requires that an application for a lot line adjustment exemption be accompanied by the required application fee, payable to the City of Beacon in the amount set forth in the City of Beacon Fee Schedule.

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

Permit	Base Fee
Lot Line Adjustment Exemption	\$75

VOTE: AYES _____ NAYS _____

DRAFT LOCAL LAW NO. ____ OF 2018

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND
CHAPTER 195 OF THE CODE OF THE
CITY OF BEACON

A LOCAL LAW to amend Chapter 195 of the Code of the City of Beacon, concerning Lot Line Adjustments.

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

SECTION 1. Chapter 195, Article I, of the Code of the City of Beacon is hereby amended as follows to create Section 3.1 entitled “Lot line adjustments”:

§ 195-3.1 Lot line adjustments.

- A. Exemption. A lot line adjustment shall not be considered a subdivision and is therefore exempt from the procedural requirements otherwise imposed upon a subdivision. A lot line adjustment, however, must be determined to be exempt by the Building Inspector based upon the lot line adjustment criteria set forth herein.
- B. Criteria for classification as a lot line adjustment.
- (1) No new lot is to be created; or
 - (2) The action is intended to adjust, relocate or correct an existing lot line; or
 - (3) The intended conveyance will involve a part of one lot being added to an adjoining lot; and
 - (4) Neither of the lots involved will become nonconforming in any respect under Chapter 223, Zoning, as a result of the lot line adjustment.
 - (5) Notwithstanding any of the foregoing, a lot line adjustment involving a legal nonconforming lot, where the lots involved in the lot line adjustment are improved, may be permitted if such lot line adjustment does not increase any dimensional nonconformity by more than 7%.

C. Application process.

- (1) An application for a lot line adjustment exemption shall be submitted to the Building Department and shall be on a form approved by the Building Inspector.
- (2) The application shall be accompanied by the required application fee, payable to the City of Beacon, in the amount set forth in the City of Beacon Fee Schedule, which is on file in the City Clerk's Office.
- (3) The application shall contain:
 - (a) The name, address and telephone number of each lot owner involved in the lot line adjustment.
 - (b) The address and Tax Map number of each lot involved.
 - (c) An explanation of the intended adjustment and the reason(s) therefore.
 - (d) A map, acceptable to the Building Inspector, drawn to scale depicting the existing lot line as well as the proposed new lot line.
 - (e) Any other documentation and/or information required by the Building Inspector.

D. In the event that the exemption is denied, the Building Inspector shall specify the reason(s) therefor in the written notice.

E. The Building Inspector may include in an approval of an application for lot line adjustment such terms and conditions as the Building Inspector deems necessary or appropriate to ensure the safety or further the purpose and intent of this Chapter or any other applicable law.

SECTION 2. The following definitions set forth in Chapter 195, Article II, Section 10 of the Code of the City of Beacon entitled "Definitions" are hereby amended or added as follows:

LOT LINE ADJUSTMENT

Any conveyance of real property between adjacent landowners which does not result in additional buildable lot(s) nor creates a zoning deficiency in any existing zoning compliant lot. A lot line adjustment is not considered a subdivision for purposes of this chapter.

RESUBDIVISION

Any change in a subdivision plat or resubdivision in the of existing property lines or of property lines shown on a plat approved by the Planning Board and filed in the

office of the Dutchess County Clerk, which change affects any street and/or lot layout shown on such plat or affects any area reserved thereon for public use or diminishes the size of any lot shown thereon.

SUBDIVISION

The division of any parcel of land, regardless of use, into two or more lots, plots, blocks, sites or parcels, with or without the creation of new streets or private roads, for the purpose, whether immediate or future, of transfer of ownership or building development, and shall include resubdivision as defined herein. Subdivision does not include lot line adjustments as defined in this chapter.

SECTION 3. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 195 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

SECTION 4. Severability

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

SECTION 5. Effective Date

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

City of Beacon Workshop Agenda
7/30/2018

Title:

Water main easement agreement with Fairview Subdivision (446 Washington Avenue)

Subject:

Background:

ATTACHMENTS:

Description	Type
Memo_water easement	Backup Material
Fairview subdivision water easement	Backup Material
Reso_water easement_Fairview subdivision	Backup Material
Washington Ave subdivision	Backup Material

MEMORANDUM

TO: Mayor Randy Casale and Beacon City Council Members

FROM: Keane & Beane, P.C.

RE: Water Easement – Fairview Subdivision
446 Washington Avenue

DATE: July 24, 2018

On April 10, 2018, the Planning Board approved a three-lot subdivision at 446 Washington Avenue. The Preliminary and Final Subdivision Approval Resolution was subject to a condition that the Applicant submit to the City a Water Easement Agreement which would provide the City with written, recorded easement rights to the existing 16” ductile iron water pipe that traverses the southwestern side of the subject property from Washington Avenue to City of Beacon Water Treatment plant on Liberty Street. The 30-foot wide easement area is shown at the southwestern side of the Property on the enclosed subdivision plat.

In satisfaction of the condition, the Applicant submitted the enclosed “Grant of Water Easement,” which has been reviewed by the City Attorney’s office as to form and found to be acceptable. The metes and bounds description for the easement is under review by the City Engineer’s office to confirm its accuracy.

The easement includes routine terms which provide written, recorded rights for the City to access the property the purpose of using, inspecting, maintaining, repairing and replacing the water line. The property owner agrees that no structures will be constructed or maintained over the City’s easement area. These terms are the same or similar to utility easements the City has previously accepted.

The City Council should decide whether it would like to accept the offered easement for the existing water main and authorize the Mayor and/or City Administrator to sign the easement and all other documents necessary for the recording of the easement. A proposed resolution is enclosed for your review.

GRANT OF WATER EASEMENT

THIS INDENTURE, made this ____ day of _____, 2018, between LORI JOSEPH BUILDERS, INC., a New York Corporation, with offices at One East Main Street, Beacon, New York 12508, as owner of property described at Schedule "A" attached hereto and made a part hereof and shown as Lot 1 and Lot 2 on a Plat entitled "Fairview Subdivision" to be filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____, (hereinafter referred to as the "Grantor"), and the CITY OF BEACON, a municipal corporation with an address of One Municipal Plaza, Beacon, New York 12508 (hereinafter referred to as the "Grantee"),

WITNESSETH:

In consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, actual consideration, and in the further consideration of the promises set forth below, the Grantor hereby grants and releases unto the Grantee its successors and/or assigns forever, a Permanent Easement upon the following terms and conditions:

1. GRANT OF PERMANENT EASEMENT. The Grantor grants unto the Grantee a Permanent Water Easement in, on, under and through that portion of Grantor's parcel hereinafter described and called Permanent Easement Area and more particularly described at Schedule "B" attached hereto and made a part hereof, for the purposes of establishing a water line easement to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect a water line system, including water lines, pipes, pump stations, hydrants, manholes and appurtenances, or a combination thereof, for the purpose of conveying water in, on, over, under, across and through the real property described in Schedule "A" attached hereto (the "Premises").

2. The Grantor hereby covenants that the Grantor is seized of the Premises in fee simple and has good right to convey this easement; shall not erect any buildings, walls, fences, structures or other improvements, shall not interfere with or cause injury or damage to said water lines, pipes, appurtenances and materials, shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and shall execute and deliver any further documents necessary to assure the easement granted hereto to the Grantee. Grantor may connect to the City of Beacon sewer system located on Glenn Avenue through this easement as shown on Filed Map No _____.

3. The Grantee shall have the right of ingress and egress by man, motor vehicle, and any equipment necessary to effectuate the purposes of this Water Easement.

4. In the event that the Grantor, its successors and/or assigns, fails to maintain the Permanent Easement Area as aforesaid, the Grantee may remove all structures, obstructions, and charge the cost of the same to the Grantor or its successors and assigns.

5. All references to Grantor herein shall include its successors and/or assigns.

IN WITNESS WHEREOF, the Grantor and Grantee, have executed this instrument as of the date and year first above written.

LORI JOSEPH BUILDERS, INC.

By: _____
Gary Joseph, President

CITY OF BEACON

By: _____
Name:
Title:

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

On _____, 2018 before me, the undersigned a Notary Public in and for said State, personally appeared GARY JOSEPH 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On _____, 2018 before me, the undersigned a Notary Public in and for said State, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:

Keane & Beane, P.C.
200 Westage Business Center, Ste 120
Fishkill, New York 12524

Attn: Nicholas M. Ward-Willis, Esq.

SCHEDULE A

Premises

Lot 1

All that certain piece, plot or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, being Lot 1 as shown on a map entitled, "Plat Prepared for Fairview Subdivision" prepared by TEC Land Surveying and filed with Dutchess County Clerk's office on _____, _____ as Map No. _____ and being more particularly described as follows:

Beginning at a point near an iron pipe on the northwesterly bounds of Washington Avenue; Thence, along lands, now or formerly, of Capparelli (Lot 5 FM 1676) and lands, now or formerly, of Rivera (Lot 43 FM 1676), North 48° 30' 00" West a distance of 120.00 feet to a point lying on the division between Lot 2 on said Map No. _____ and the herein described parcel; Thence, along Lot 2 of said map, North 41° 30' 00" East a distance of 94.75 feet to a point; Thence, along Tax Lot No. 6055-82-656107, South 48° 30' 00" East a distance of 120.00 feet to a point; Thence, along the northwesterly bounds of said Washington Ave, South 41° 30' 00" West a distance of 94.75 feet to the place or Point of Beginning.

Containing 11,370 ft² or 0.261 Acres, more or less.

Lot 2

All that certain piece, plot or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, and being shown as Lot 2 on a map entitled, "Plat Prepared for Fairview Subdivision" prepared by TEC Land Surveying and filed with the Dutchess County Clerk's office on _____, _____ as Map No. _____ and being more particularly described as follows:

Commencing from a point near an iron pipe lying on the northwesterly bounds of Washington Avenue, said point being the southwesterly corner of Lot 1 on the aforementioned Map No. _____; Thence, North 48° 30' 00" West a distance of 120.00 feet to the Point of Beginning, said point being the Southwesterly corner of the herein described parcel; Thence, along lands, now or formerly, of Rivera (Lot 43 FM 1676) and Glen Avenue, a private road, North 48° 30' 00" West a distance of 120.00 feet to a point, passing over an iron pipe at 80.00 feet; Thence, along lands, now or formerly, of City of Beacon (Liber 1269 Page 677), North 41° 30' 00" East a distance of 150.00 feet to an iron pipe; Thence, along lands, now or formerly, of Hayes (Doc. No. 02-2000-1478), South 48° 30' 00" East a distance of 120.00 feet to a point; Thence, along Tax Lot No. 6055-82-656107 and Lot 1 of the aforementioned Map No. _____, South 41° 30' 00" West a distance of 150.00 feet to the place or Point of Beginning.

Containing 18,000 ft² or 0.431 Acres, more or less.

SCHEDULE B

Permanent Easement Area

Water Easement

Beginning at a point near an iron pipe, being the southwesterly corner of Lot 1 on a map entitled "Plat Prepared for Fairview Subdivision" prepared by TEC Land Surveying and filed in the Dutchess County Clerk's office on _____, _____ as Map No. _____; Thence, along lands, now or formerly, of Capparelli (Lot 5 FM 1676) and lands, now or formerly, of Rivera (Lot 43 FM 1676), North 48° 30' 00" West a distance 120.00 feet to a point lying on the division between Lot 1 and Lot 2 on said Map No. _____; Continuing thence along Rivera and also along Glen Avenue, a private road, North 48° 30' 00" West a distance of 120.00 feet, passing over an iron pipe at 80.00 feet, to a point, said point being the northwesterly corner of Lot 2 on said Map No. _____; Thence, along Lot 2 and lands, now or formerly, of the City of Beacon (Liber 1269 Page 677), North 41° 30' 00" East a distance of 30.00 feet to a point; Thence, through Lot 2 and Lot 1, South 48° 30' 00" East a distance of 240.00 feet to a point lying on the northwesterly bounds of Washington Avenue; Thence, along Washington Ave, South 41° 30' 00" West a distance of 30.00 to the place or Point of Beginning. Being a strip of land 30 feet in width and 240.00 feet in length, along and parallel to the southwesterly bounds of Lot 1 and Lot 2 of said Map No. _____.

Containing 7,200 ft² or 0.165 Acres, more or less.

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2018

**RESOLUTION AUTHORIZING EASEMENT AGREEMENT FOR EXISTING
WATER MAIN AT 446 WASHINGTON AVENUE**

WHEREAS, on April 10, 2018 the City of Beacon Planning Board approved a three-lot subdivision at property located at 446 Washington Avenue and designated on the Tax Map as Parcel Nos. 6055-82-645105 and 6055-82-656107 (the “Property”) as set forth in a Preliminary and Final Subdivision Plat Approval Resolution (the “Resolution”); and

WHEREAS, the Resolution is subject to a condition that the Applicant submit to the City a Water Easement Agreement which would provide the City with written, recorded easement rights to the existing water main that traverses the Property; and

WHEREAS, in satisfaction of the condition of the Resolution, the Applicant submitted a “Grant of Water Easement,” which has been reviewed by the City Attorney’s office as to form and found to be acceptable.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor and/or City Administrator to sign the Easement Agreement for said purpose, along with all documents as may be necessary for the recording of such Agreement, subject to review and approval by the City Attorney and subject to the City Engineer’s review of the metes and bounds description.

SURVEY NOTES

1. Copyright TEC Land Surveying. All Rights Reserved. Reproduction or copying of this document may be a violation of copyright law unless permission of the author and / or copyright holder is obtained.
2. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
3. Only boundary survey maps with the surveyor's embossed or red inked seal are genuine true and correct copies of the surveyor's original work and opinion. A copy of this document without a proper application of the surveyor's embossed or red inked seal should be assumed to be an unauthorized copy.
4. Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map.
5. The certifications herein are not transferable.
6. The location of underground improvements or encroachments are not always known and often must be estimated. If any underground improvements or encroachments exist or are shown, the improvements or encroachments are not covered by this certificate.
7. Subject to the findings of a current title search.
8. Subject to covenants, easements, restrictions, conditions and agreements of record.
9. Subject to any right, title or interest the public may have for highway use.
10. Contour interval is two foot. Elevations shown hereon are based on assumed datum.

FILED MAP REFERENCE

Map entitled "Rocky Glen Park", prepared by G.R. Hustis and filed in the Dutchess County Clerks office on July 11, 1934 as Map No. 1676

DEED REFERENCE

Doc. # 02 2016 1689
Carl Fisher
To
Susan Brady
March 17, 2016

TAX PARCEL NUMBER

City of Beacon, County of Dutchess County,
State of New York
130200-6055-82-645105 and
130200-6055-82-656107

ZONING

Subject Parcel is located within the (R1-10) One-Family Residence District as per map entitled "City of Beacon, NY Zoning" prepared by Frederick P. Clark Associates, Inc. Revised: July 29, 2014

DATE OF SURVEY

Field Completion: December 18, 2017

AREA

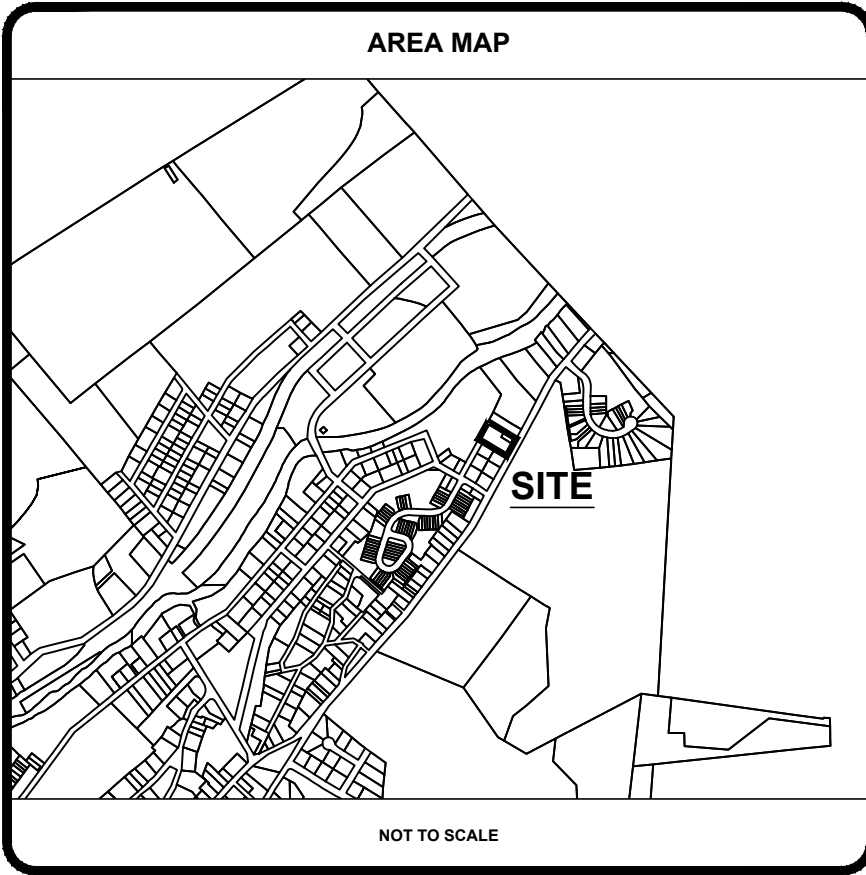
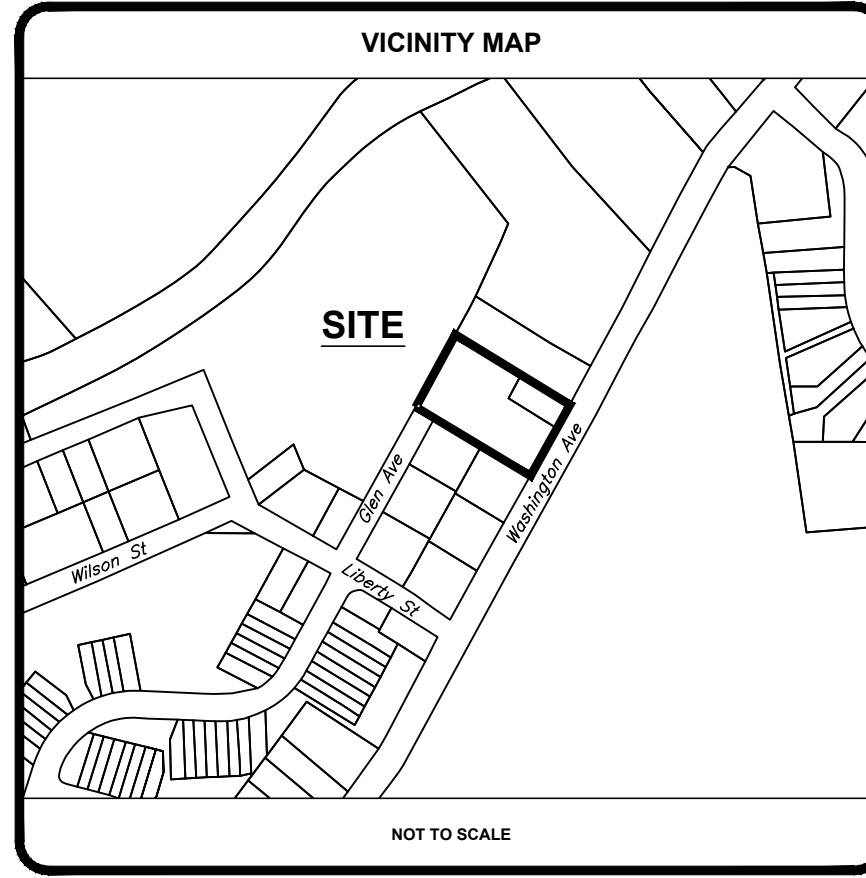
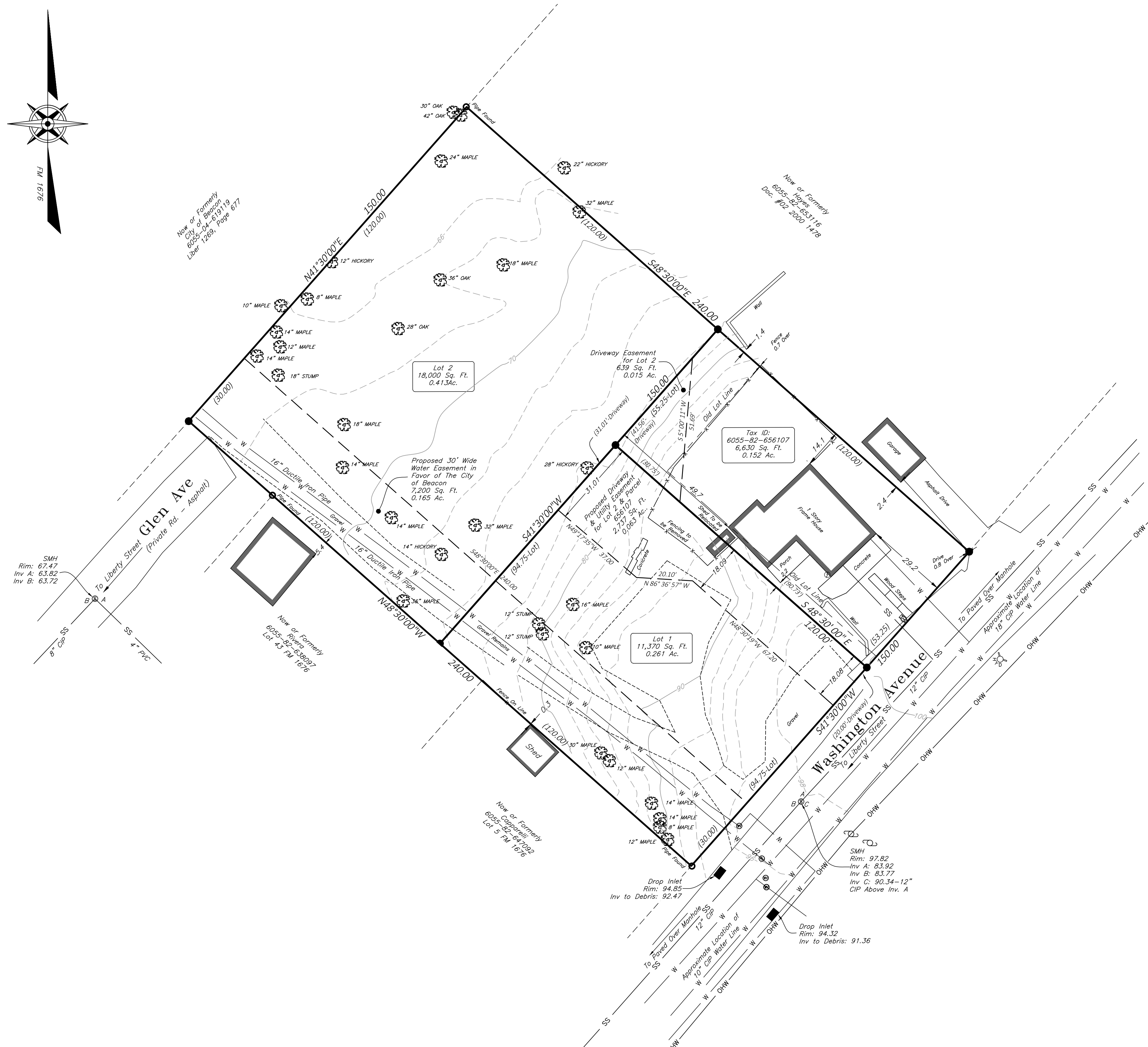
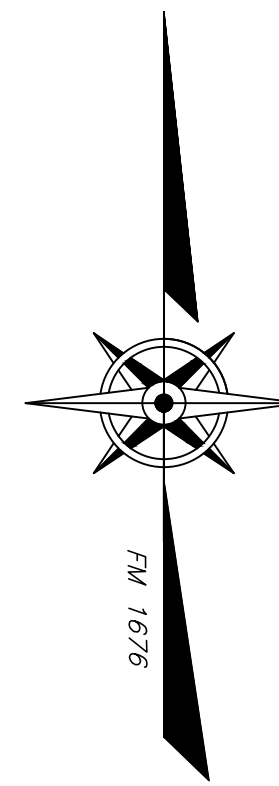
Lot 1
11,370 Square Feet
0.261 Acres
Lot 2
18,000 Square Feet
0.413 Acres
Lot 6055-82-656107
6,630 Square Feet
0.152 Acres

FLOOD BOUNDARY

Subject Parcel is located in Zone X (Unshaded) and is determined to be outside the 0.2% annual chance floodplain according to Flood Insurance Rate Map # 36027C0464E and effective date May 2, 2012

WETLAND NOTE

No NYSDEC or Federal wetlands were found on site.



LEGEND

—	PROPERTY LINE
SS	SANITARY SEWER LINE
ST	STORM SEWER LINE
—	FENCE
—	OVERHEAD WIRES
⊗	HYDRANT
⊙	GAS VALVE
⊕	WATER VALVE
⊞	ELECTRIC BOX
⊞	SANITARY SEWER MANHOLE
⊞	DROP INLET
⊞	PIPE FOUND
⊞	UTILITY POLE
⊞	MAIL BOX
⊞	GUY WIRE
⊞	SIGN
⊞	IRON ROD FOUND

rev.	date	description
3	4/10/18	Revision to Driveway Easement
2	3/22/18	Revisions as per Planning Board - Easement
1	1/29/18	Revisions as per Planning Board Comments

TEC LAND SURVEYING
150 TIORONDA AVE. BEACON, NY 12508
PH: 845.445.6590 FX: 845.445.6591

OWNER'S CONSENT
The undersigned owners of the property hereon state that they are familiar with this map, its contents and its legends and hereby consent to all said terms and conditions as stated hereon.

Rina Shuman _____ Date _____
Gary Joseph _____ Date _____

PLANNING BOARD
Approved by resolution of the Planning Board of the City of Beacon, New York, on the _____ day of year _____. Subject to all requirements and conditions of said resolution. Any change, errasure, modification or revision of the plat as approved shall void the approval. Signed this _____ day of year _____.
By: _____ Chairman

THOMAS E. CERCHIARA, P.L.S.
P.L.S. No. 50732

446 WASHINGTON
PLAT PREPARED FOR FAIRVIEW SUBDIVISION
CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK

tax id	845105 & 656107
address	446 WASHINGTON AVENUE
date	12/18/17
scale	1"=20'
project no.	17-081
project name	446 WASHINGTON
sheet	1 OF 4

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Memorial Park easement

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso Memorial Park Easement	Resolution

In consideration of the sum of \$1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at 284 South Avenue, Poughkeepsie, New York and Verizon New York, Inc., a domestic corporation having its principal office (residence) at 140 West Street, New York, NY is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees (hereinafter collectively referred to as the "Corporations"), an easement for any use relating to the electric, or land line communication industry ("communication"), including, but not limited to, the installation, operation and maintenance of overhead electric or communication facilities which easement shall be 10 feet in width throughout its extent, in, upon, under, over and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, on property known and designated on the City of Beacon Tax Map as Parcel No. 6055-03-164006 in the City of Beacon, County of Dutchess, State of New York

Said easement shall start at existing pole P63248 on the South heading in a Northwesterly direction to existing pole P134814 on the West. Installation of 500' of 3 phase 556 SPCA cable with 336 ACSR neutral. Existing pole sets will be upgraded to 50 class 2 and installation of new pole 197845 along with all necessary anchors and push braces will be installed. In addition two trees will need to be removed, triplex will be removed over parking area and transformer installed on pole 118856, all as depicted on the figure attached hereto as Exhibit A. Under no circumstances, will any facilities other than for electric or landline telephone communicaitons be permitted within the easement area.

Together with the permanent right at all times to have access thereto within the easement and across the remaining premise(s) of the undersigned, and to enter thereon, and to construct, excavate, place, relocate, extend, operate, maintain and to protect, repair, replace and remove, in and over the property covered by said easement, such facilities, including, but not limited to, lines or poles, cables, crossarms, wires, guys and braces, and all other appurtenances and fixtures adaptable to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees, and provided that damage to the property owned by the undersigned caused by said corporations, their respective successors, assigns or lessees, shall be adjusted at the expense of the person or entity so causing such damage.

Together with the permanent right upon prior written notice to the undersigned, to also trim, cut, clear cut to ground level and at within the reasonable discretion of either Corporation, to remove at any time such brush, trees and other objects, thereon as in the reasonable judgment of either Corporation may fall upon or come in contact with the facilities or may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, facilities and other appurtenances and fixtures or any thereof, which may hereafter be constructed in, over, or across said easement.

Reserving unto the undersigned the right to only plant and cultivate lawn grass and low growing ornamental shrubs within said easement, and the right to cross and recross said easement, provided that any such cultivation and/or use of said easement shall not in the reasonable judgment of said Corporations interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house, shall be erected, constructed placed, installed, or located and no excavating, mining or blasting shall be undertaken or performed within the limits of said easement without the prior written consent of said Corporations, such consent to which shall not be unreasonable withheld, conditioned or delayed.

This easement and the provisions hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns and lessees of the undersigned and said Corporations, respectively.

Signed, sealed and delivered, on,

In the presence of: *Subscribing Witness Only*

(Sign & Print Name)

(Business Name) (L.S)

(Sign Name)

(Print Name and Title)

(Sign Name) (L.S)

(Print Name and Title)

Residing at
Number Street
.....
Town, City or Village State
.....
County

ACKNOWLEDGEMENT OF CONVEYANCE

State of New York)
)ss.:
County of _____)

On theday of..... in the year before me, the undersigned, a Notary Public in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

.....
Notary Public

NEW YORK ALL-PURPOSE ACKNOWLEDGMENT

State of New York)
)ss.:
County of _____)

On theday of.....in the year before me, the undersigned, a Notary Public in and for said state, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

.....
Notary Public

CERTIFICATE OF SUBSCRIBING WITNESS

State of New York)
)ss.:
County of _____)

On theday of..... in the year, before me, the undersigned, a Notary Public in and for said State, personally appeared....., the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they resides in.....;that he/she/theyknow(s)..... to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

.....
Notary Public

RIGHT OF WAY

R/W No.....
Town.....
Village.....
City.....
Granted by
to
Central Hudson Gas & Electric Corporation
Date:
Map: Line:
Pole No:
Work Order #: J#:
SBL:
Address of ROW:

RECORD AND RETURN TO:
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601
Attn: Real Property Services

**City of Beacon Workshop Agenda
7/30/2018**

Title:

River Ridge Stairs

Subject:

Background:

ATTACHMENTS:

Description	Type
Memo to City Council_River Ridge	Cover Memo/Letter
River Ridge license agreement	Agreement
River Ridge_stairs_letter	Cover Memo/Letter
River Ridge_stairs_sheet 1	Backup Material
Sidewalk easement_River Ridge	Agreement
Stormwater easement	Agreement

MEMORANDUM

TO: Mayor Randy Casale and Beacon City Council Members

FROM: Keane & Beane, P.C.

RE: River Ridge – Parcel L

DATE: July 26, 2018

On March 13, 2018, the Planning Board adopted a Resolution granting Subdivision and Site Plan Approvals for the construction of eighteen (18) attached townhouses for property located at 12 Ferry Street a.k.a. Parcel L (the “Resolution”). As part of the application, the Applicant proposed to improve the existing, informal pedestrian connection between Wolcott Avenue and Ferry Street by means of a sidewalk and concrete stairs with bollard-style lighting (the “Ferry Street Walkway”). Since the improvement is within the City right-of-way it is subject to review and approval by the City Council.

The Resolution provides that the Ferry Street Walkway is to be constructed at the Applicant’s sole cost, subject to approval by the City Council. In the event the City Council does not approve the construction of the Ferry Street Walkway, the Applicant is required to fund an escrow account for the City’s use in making its own improvements to the Ferry Street walkway. The amount deposited by the Applicant into the escrow account would be the estimated costs of constructing the Ferry Street Walkway as shown on the Site Plan. In the event the City does not use the funds for improvements to the Ferry Street Walkway within five (5) years of the date of the Resolution (i.e. by March 13, 2023), the funds must be returned to the Applicant. The Resolution requires the escrow account to be funded prior to the issuance of a Building Permit. Therefore, the Applicant is seeking a determination from the City Council regarding the Ferry Street Walkway.

The City Council should review the Applicant’s proposed plans for the Ferry Street Walkway and determine whether it would like the Applicant to construct it, or post funds into an escrow account for the City’s use in making improvements to the Ferry Street Walkway.

Once constructed by the Applicant, the improvements would be offered for dedication to the City and the City Council would be asked to formally accept the dedication of the new improvements. The improvements include the concrete walkway with stairs and platforms, 42” bollard lighting, and metal pipe tube railings. Electricity would be provided by the City. The stair and lighting design is currently

under review by City staff and the City Engineer. It is recommended that if and when the City accepts the dedication it should require the Applicant to post a maintenance bond to warrant against any construction defects.

The Council should discuss maintenance obligations with the Applicant. For example, who will be responsible for maintenance and snow clearing (1) before dedication of the improvements is accepted by the City, and (2) after the improvements are accepted by the City? The Applicant proposes that after dedication the City will be responsible, except for that portion of the sidewalk that enters private property near Units 1 and 2. This is inconsistent with Beacon City Code §191-12.1 which provides that the adjacent property owner is responsible for maintenance of sidewalks in a public right-of-way. Whether it is ultimately decided that the City will maintain, or that the Applicant (Homeowner's Association) will maintain, it is recommended for purposes of uniformity that the entity's obligations should extend to the entirety of the Ferry Street Walkway, including portions in the right-of-way and on private property.

If the City Council desires to have the Applicant construct the Ferry Street Walkway, the City Council should consider granting the Applicant a **License Agreement** or **Temporary Construction Easement** to perform the work within the City right-of-way. The work may also be subject to administrative permits issued by the Building Department and/or Highway Department. Further, the City should consider accepting a **Sidewalk Easement Agreement** for the small portion of the sidewalk along Wolcott Avenue that is proposed on private property near Units 1 and 2.

Lastly, and unrelated to the Ferry Street Walkway, the City Council should consider accepting and authorizing the Mayor to sign the proposed **Stormwater Control Facility Maintenance Agreement and Easement** which is a routine document required for most development applications. It obligates current and future property owners to maintain the stormwater management facilities located on the property. In the event the owners fail to do so, the City has an easement to enter the property and perform the necessary maintenance then charge the costs to the owners. In this regard, the City has a right but not an obligation to perform the maintenance.

Drafts of the **Sidewalk Easement Agreement** and **Stormwater Control Facility Maintenance Agreement and Easement** are enclosed for your review. Both Agreements are currently under review by the City Attorney's office and City Engineer's office. Once received by the Applicant, the proposed **License Agreement** or **Temporary Construction Easement** will be forwarded to the Council for its review.

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 2018, 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 River Ridge View, LLC., owner of property located at 12 Ferry Street, otherwise known as Parcel "L" and further identified as Parcel ID 130200-5954-26-649885, 130200-5954-26-637879 and 130200-5954-34-630770 (hereinafter "Licensee").

RECITALS

A. The City is the owner of certain real property known as Ferry Street and Wolcott Avenue Right-of-Way located in the City of Beacon (the "Property").

B. Licensee has requested a license to enter upon and use a portion of the Property for the purpose of constructing a concrete stairway with railing and lighting, as shown on at Schedule "A" and on the following plans on file with the City of Beacon, prepared by Aryeh Siegel Architect:

<u>Sheet Number</u>	<u>Sheet Title</u>	<u>Dated</u>
1	Stair on City Property River Ridge Townhouses	7/17/2018

C. Licensor is willing to grant the requested permission subject to and upon the terms and conditions set forth herein.

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, the Licensor hereby grants to Licensee a non-exclusive license (the "License") to enter upon and use the portion of the Property shown on Schedule A, annexed hereto, as the location of the proposed stairway to Ferry Street ("License Area"). Such License Area shall be used solely for the purpose of constructing said stairway and related appurtenances, as shown on Schedule A.

(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 in full force and effect until terminated (at the time the constructed improvements are

accepted by the city). This Agreement may be terminated on ninety (90) 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 Zero (\$0) for use of the License Area.

(4) **MAINTENANCE**: The Licensee shall be responsible for maintaining the License Area at all times and shall be responsible for keeping it in good condition and repair, including removal of snow and ice until such time that the City accepts the constructed improvements, at which time the City will assume maintenance responsibilities (including snow and ice removal, payment for electrical service for the lighting, ect.).

(5) **ASSIGNABILITY**: It is expressly understood between the Parties herein that this License is not assignable, is not coupled with any other interest, and may be terminated by Licensor at any time for a breach of this Agreement, or without cause on ninety (90) day notice as set forth in Paragraph Two (2) above. This Agreement shall not be recorded.

(6) **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 License Area, and all other areas adjacent to the License Area, 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 License Area 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 License Area which shall increase the rate of insurance on the License Area.

(7) **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 License Area or any portion thereof or any of Licensee's activities on the License Area; (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 or about the License Area; or (v) result from injury to any person or property or loss of life sustained in or about the License Area 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.

(8) **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 License Area, or any part of the License Area, 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 License Area as Licensee is herein given the right to use, at Licensee's own risk.

(9) **COMPLETION OF IMPROVEMENTS:** Upon completion of the improvements set forth in this Agreement, Licensee shall restore the License Area to its prior condition to the extent directed by Licensor (excepting the accepted constructed improvements). Licensee shall repair any damage on or about the License Area caused by Licensee's use thereof.

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

(11) **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:

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.

(12) **WRITTEN AGREEMENT AS ENTIRE UNDERSTANDING OF PARTIES:** This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and executed by the parties.

(13) **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.

RIVER RIDGE, LLC.

CITY OF BEACON

By: _____

By: RANDY CASALE

Title: MEMBER

Title: MAYOR

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

On the day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

RIVER RIDGE LLC

50 RED SCHOOLHOUSE ROAD

FISHKILL NEW YORK, 12524

July 23, 2018

RE: River Ridge Views, LLC

Stairway Construction south of the L Parcel to Ferry Street

To Mayor Casale and Board Council Members,

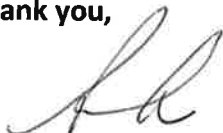
River Ridge proposes to construct a staircase from Route 9D to Ferry Street Cul-de-sac on City owned property.

The stair proposal is as follows:

- **Concrete formed Stairs with miscellaneous platforms throughout**
- **Metal Pipe Tube railings for each side**
- **Lighting will be KBA8 LED Bollard 8" diameter 42" high**
- **Electric will be provided by City of Beacon with Installation will be provided by River Ridge Installation will be provided by River Ridge**
-
- **Light expectancy is over 20 Years comparable to a 100-Watt luminary**
- **We will be looking to enter into a license agreement with the City for our company to build this public improvement on city land prior to offering it for dedication to the City**
- **A draft agreement will be forthcoming.**

River Ridge is looking for the council to approve this proposed staircase at your next common council meeting. Please expect to see a license agreement to follow this request.

Thank you,




TIM OWEN

LIGHT FIXTURE L4
 MODEL # KBA8 LED 12C 700 30K ASY MVOLT PE DBLXD
 LED FIXTURE
 COLOR: BLACK
 PHOTOELECTRIC CELL CONTROL
 ASYMMETRICAL SPREAD

NOTE: COORDINATE EXACT LOCATION AND HEIGHT OF L4 LIGHT FIXTURES WITH FIELD CONDITIONS

KBA8 LED
 LED Specification Bofard



Specifications & Notes
 Height: 12"
 Width: 7 1/2"

Introduction
 The KBA8 Bofard is a stylish, fully integrated LED solution for walkways. It features a high, modern design and is easily integrated to provide long-lasting, energy-efficient lighting with a variety of optical and control options for optimum performance.

Ordering Information
 EXAMPLE: KBA8 LED 12C 700 40K 5YM MVOLT DBLXD

Model	Height	Width	Color	Beam Spread	Control	Material
KBA8 LED 12C 700 40K 5YM MVOLT DBLXD	12"	7 1/2"	40K	5YM	MVOLT	DBLXD

Acceptance
 The KBA8 LED 12C 700 40K 5YM MVOLT DBLXD shall be installed in accordance with the manufacturer's instructions and the following specifications:

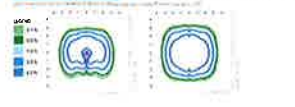
Performance Data

Model	Height	Width	Color	Beam Spread	Control	Material
KBA8 LED 12C 700 40K 5YM MVOLT DBLXD	12"	7 1/2"	40K	5YM	MVOLT	DBLXD

Projected LED Lumen Maintenance

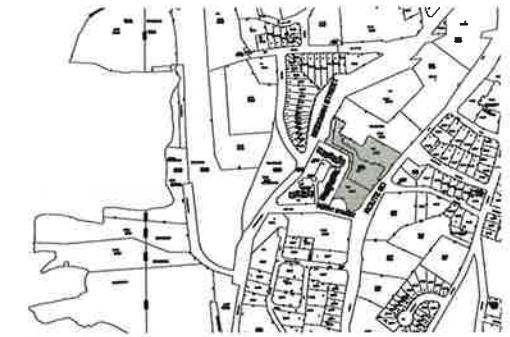
Hours	Initial Lumen Output	Projected Lumen Output
0	100%	100%
10,000	100%	95%
20,000	100%	90%
30,000	100%	85%
40,000	100%	80%
50,000	100%	75%

Photometric Diagrams

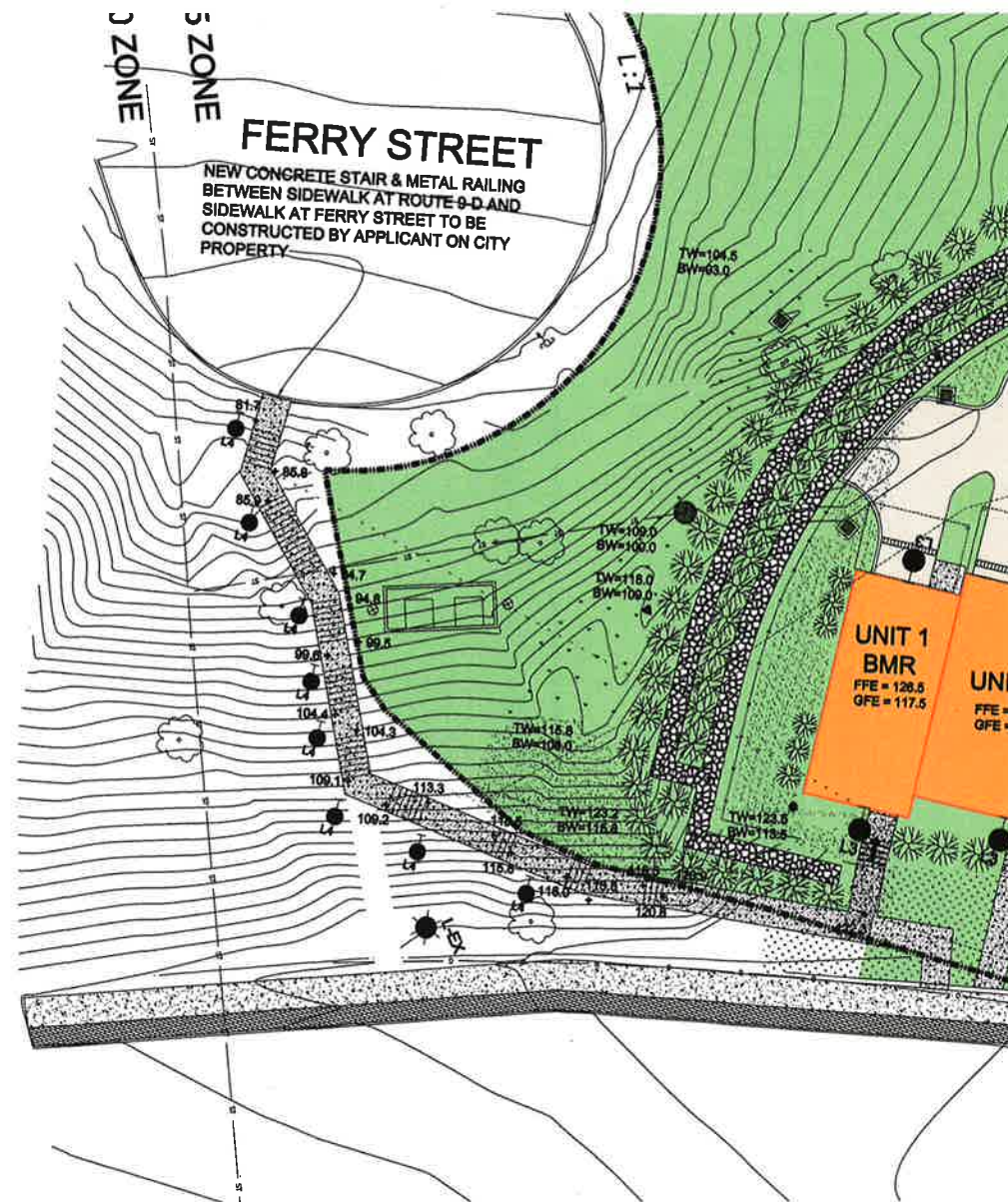


FEATURES & SPECIFICATIONS

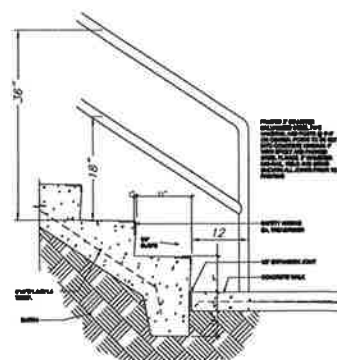
CONSTRUCTION
 The KBA8 LED 12C 700 40K 5YM MVOLT DBLXD shall be installed in accordance with the manufacturer's instructions and the following specifications:



Location Plan
 Scale: NTS

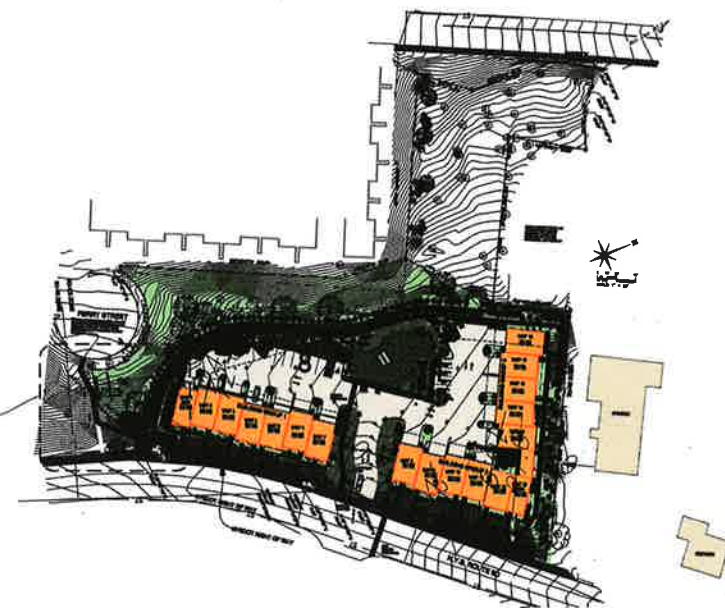


Stair Plan
 Scale: 1" = 10'



Concrete Stair & Rail Detail
 Scale: Not to Scale

LOCATION OF STAIR ON CITY PROPERTY



Site Plan - For Reference
 Scale: 1" = 60'

- HATCHING LEGEND**
- CONCRETE SIDEWALK
 - ASPHALT PAVING
 - STONE DUST TRAIL
 - GRASS
 - HERBACEOUS GRASSES & PERENNIALS
- LEGEND**
- CATCH BASIN
 - STORM DRAIN
 - WATER VALVE
 - FIRE HYDRANT
 - CHAIN LINK FENCE
 - FRENCH DRAIN

REVISIONS			
NO.	DATE	DESCRIPTION	BY

Stair on City Property
 Sheet 1

SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of July, 2018, by and between:

RIVER RIDGE VIEWS, LLC, a domestic limited liability company with an office for the transaction of business located at 50 Red Shoolhouse Road, Fishkill, New York 12524 (hereinafter known as “party of the first part”),

-and-

CITY OF BEACON, a New York Municipal Corporation with an office for the transaction of business located at 1 Municipal Plaza, Beacon, New York 12508 (hereinafter known as “party of the second part”),

WITNESSETH:

WHEREAS, the party of the first part is the fee owner of property more particularly described as Grid nos. 5954-34-630770, 5054-26-637879 and 5954-26-649885, also described in a certain deed dated the 16th day of March, 2018 and recorded in the Dutchess County Clerk’s Office on April 6, 2018 in Document No. 02 2018 2554, said premises also being referred to herein as “Surviant Parcel”, and

WHEREAS, the party of the first part received preliminary and final subdivision and site plan approval for a project known as “River Ridge Townhouses” and one of the conditions, among others, is the granting of the within easement, and

WHEREAS, party of the first part wishes to grant to the party of the second part, an easement, the description of which is attached hereto and made a part hereof and designated as Schedule “A”, and

WHEREAS, the parties wish to confirm all the rights and liabilities with reference to said easement, so it is

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in further consideration of the sum of \$10.00 receipt of which is covenanted and agreed by and between the parties hereto, as follows:

1. That the party of the first part hereby grants to the party of the second part and the party of the second part hereby accepts, a nonexclusive easement in perpetuity

over the lands of the party of the first part more particularly described in Schedule "A" (the "Easement Area") for the construction and maintenance of a sidewalk which shall include pedestrian ingress and egress and motorized transport devices commonly utilized by individuals with physical disabilities necessary to assist them in utilizing said sidewalk within said Easement Area.

2. That the party of the first part shall care for, maintain and keep in good repair, said easement area consistent with all local laws and ordinances pertaining thereto.

3. The party of the first part hereby covenants and agrees that the party of the first part will not in any way block, interfere with or curtail the use of said sidewalk easement set forth herein.

4. That this easement shall run in perpetuity with the land.

5. That the party of the second part hereby covenants and agrees to hold harmless and indemnify the party of the first part, its successors and assigns and from any and all liability for injury to person or property arising out of the use and occupation of said easement, other than any such claims or obligations arising from an act or omission under paragraph "2." above.

6. That this agreement shall bind the heirs, successors, assigns and next-of-kin of the parties of the first part and party of the second part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and hear first above written.

CITY OF BEACON

BY: _____

RIVER RIDGE VIEWS, LLC

BY: _____
Timothy J. Owen, Managing Member

BY: _____
Gary Joseph, Manging Member

ACKNOWLEDGMENTS

STATE OF NEW YORK, COUNTY OF DUTCHESS ss.:

On the day of in the year 2018, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or person upon behalf of which the individuals acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF DUTCHESS ss.:

On the day of in the year 2018, before me, the undersigned, personally appeared TIMOTHY J. OWEN and GARY JOSEPH, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or person upon behalf of which the individuals acted, executed the instrument.

NOTARY PUBLIC

RECORD AND RETURN TO:
Jennifer Gray, Esq.
Keane & Beane PC
445 Hamilton Avenue, Suite 1500
White Plains, New York 10601

**STORMWATER CONTROL FACILITY
MAINTENANCE AGREEMENT AND EASEMENT**

WHEREAS, the **CITY OF BEACON** (“Municipality”) and **RIVER RIDGE VIEWS, LLC**, a domestic limited liability company with an office for the transaction of business located at 50 Red Schoolhouse Road, Fishkill, New York 12524, (“Facility Owner”) desire to enter into this agreement (the “Agreement”), dated this ____ day of _____, 2018, to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for certain real property located at Wolcott Avenue (NYS Route 9D), Beacon, New York 12508 being tax map numbers 5954-34-630770, 5954-26-673879 and 5954-26-649885, as shown on a certain subdivision map prepared by TEC Land Surveying dated July 25, 2017, filed in the Office of the Dutchess County Clerk on the _____ day of _____, 2018, as Filed Map No. _____ (the “Subdivision Map”), and further described by metes and bounds in Schedule A annexed hereto also being the same premises as described in a certain deed dated the 16th day of March, 2018 and recorded in the Dutchess County Clerk’s Office on April 6, 2018 as document number 02-2018-2554 (the “Premises”); and

WHEREAS, this Agreement is provided in connection with a residential development project known as “River Ridge Townhouses”, which received Subdivision and Site Plan approval (preliminary and final) from the City of Beacon Planning Board on March 13, 2018, based upon plans entitled “River Ridge Townhouses” dated July 25, 2017 and on file at the City of Beacon Building Department (“Approved Project Plans”), which Approved Project Plans include certain stormwater management facilities and stormwater control measures (collectively, the “Facility”) required to be constructed and maintained in accordance with the Approved Project Plans and the

approved Stormwater Pollution Prevention Plan (“SWPPP”) dated February 27, 2018, last revised June 29, 2018; and

WHEREAS, the Municipality and the Facility Owner desire that the Facility be built in accordance with the Approved Project Plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the Facility;

NOW, THEREFORE, IN WITNESS WHEREOF, the Municipality and the Facility Owner agree as follows:

1. This Agreement binds the Municipality and the Facility Owner, its successors and assigns, to the maintenance provisions depicted in the Approved Project Plans and described in Appendix “O” of the SWPPP, which are included in Schedule B of this Agreement.
2. The Facility Owner shall maintain, clean, repair, and replace the Facility and keep the Facility in continuous operation in accordance with the in the Approved Project Plans and the SWPPP as necessary to ensure optimum performance of the stormwater control measures to design specifications. The stormwater control measures shall include, if applicable, but shall not be limited to, the following items located at the Premises: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, detention ponds and retention ponds. The maintenance schedule of the SWPPP is included in Schedule B of this Agreement.
3. The Facility Owner hereby grants unto the Municipality, its successors and assigns a perpetual easement and right-of-way to enter upon the Premises in order to access the Facility at reasonable times and in a reasonable manner for periodic inspection by the Municipality to ensure that the Facility is maintained in proper working condition and meets the design standards established by the SWPPP.

4. The Facility Owner shall be responsible for all expenses related to the maintenance of the Facility and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities, as applicable, except as otherwise set forth hereinafter.
5. The Facility Owner shall provide for the periodic inspection of the Facility in accordance with the SWPPP, and shall have the facilities inspected on a yearly basis by a Professional Engineer licensed by the State of New York, to determine the condition and integrity of the stormwater control measures. The inspecting professional shall prepare and submit to the Municipality within 30 days of the inspection but not later than June 1 of each year, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.
6. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facility except in accordance with written approval of the Municipality which approval shall not be unreasonably withheld, delayed or conditioned.
7. The Facility Owner shall promptly undertake necessary repairs and replacement of the Facility at the direction of the Municipality or in accordance with the recommendations of the inspecting professional.
8. The Facility Owner hereby covenants that it is seized of the Premises in fee simple and has full authority to execute this Agreement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Municipality.

9. This Agreement shall not confer unto the Municipality any duty or obligation to repair or maintain the Facility. Further, the Municipality's acceptance of any rights pursuant to this Agreement shall not be deemed as the acceptance of any duty or obligation to repair or maintain the Facility, except that any damage to the Facility caused by the Municipality's negligence during inspections or otherwise shall be restored, repaired or otherwise remedied by the Municipality at the Municipality's sole cost.

10. This Agreement shall be recorded in the Office of the County Clerk, County of Dutchess as a condition of final site plan approval and as a condition to the issuance of a building permit.

11. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the Facility in accordance with the Approved Project Plan or SWPPP, or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality shall provide the Facility Owner with written notice via certified mail, return receipt requested, specifying such failure. Copies of any written notices to the Facility Owner shall be contemporaneously provided to the Fee Owner, if different from the Facility Owner, via certified mail, return receipt requested. The written notice shall provide that the Facility Owner has fifteen (15) days to cure any defect and/or failure specified therein. In the event the failure cannot be cured within fifteen (15) days, the Facility Owner shall advise the Municipality as to same in writing within fifteen (15) days of receipt of the Municipality's notice to cure. The Facility Owner shall be afforded the opportunity to request a reasonable time frame to cure said failure/defect if the Facility Owner so desires. If the Facility Owner fails to provide written notice requesting an extension of time to cure a failure/defect and the Facility Owner does not cure said failure/defect, the Municipality is authorized to undertake such steps as are reasonably

necessary for the preservation, continuation or maintenance of the Facility and to affix the expenses thereof as a lien against the Premises.

12. In the event the Municipality exercises its rights hereunder, it shall return the Premises to a reasonably similar condition as it existed prior to the exercise of such rights.

13. All notice and demands shall be made in writing and delivered by certified mail, return receipt requested, with postage pre-paid thereon, addressed as follows:

City of Beacon:
City Administrator
City Hall
1 Municipal Plaza
Beacon, New York 12508

Facility Owner:
River Ridge Views, LLC
50 Red Schoolhouse Road
Fishkill, New York 12524

With a copy to:
Keane & Beane, P.C.
445 Hamilton Avenue, Ste 1500
White Plains, New York 10601
Attn: Nicholas M. Ward-Willis, Esq.

With a copy to:
Frederick D. Romig, Esq.
8 Barrister's Row, Suite 1
Wappingers Falls, New York 12590

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Signature pages follow.

IN WITNESS WHEREOF, the Facility Owner and the Municipality have each executed this Agreement as of the date first herein above set forth.

CITY OF BEACON

By: _____
Name:
Title:

RIVER RIDGE VIEWS, LLC

By: _____
Name: Timothy J. Owen
Title: Managing Member

By: _____
Name: Gary Joseph
Title: Managing Member

STATE OF NEW YORK)

COUNTY OF DUTCHESS) SS.:

On the ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, 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.

Notary Public – State of New York

STATE OF NEW YORK)

COUNTY OF DUTCHESS) SS.:

On the ____ day of _____ 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared TIMOTHY J. OWEN and GARY JOSEPH 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.

Notary Public – State of New York

Record & Return:

Keane & Beane, PC
445 Hamilton Avenue, Ste 1500
White Plains, NY 10601
Atten: Nicholas M. Ward-Willis, Esq.

Section:
Block:
Lot(s):
County: Dutchess

Schedule A
Description of Premises

Description of Property

All that piece, plot or parcel of land situate, lying, and being in the City of Beacon, County of Dutchess, and State of New York and being more particularly described as follows:

Beginning at a concrete NYSDOT monument westerly bounds of Wolcott Avenue (N.Y.S. Route 9D), said point also being the southeast corner of the lands, now or formerly, of Reformed Church of Beacon (Liber 121, Page 692); Thence, along Wolcott Avenue and Ferry Street the following fourteen courses and distances:

- 1) South 35° 59' 54" West for a distance of 184.13 feet (284.59' FM11501) to a concrete NYSDOT monument;
- 2) South 42° 58' 30" West for a distance of 37.86 feet (37.73' FM11501) to a point near a broken, concrete NYSDOT monument;
- 3) South 40° 17' 46" West for a distance of 18.47 feet to a point;
- 4) South 40° 39' 50" W for a distance of 42.16 feet to a point;
- 5) South 35° 02' 07" W for a distance of 6.36 feet to a point near a concrete NYSDOT monument and the beginning of a non-tangential curve;
- 6) Said curve turning to the left, having a radius of 602.96 feet, a chord bearing of South 35° 22' 42" West and an arc length of 83.23 feet to a point;
- 7) South 39° 29' 57" West for a distance of 46.64 feet to a point;
- 8) South 37° 35' 19" West for a distance of 32.31 feet to a point;
- 9) South 48° 02' 42" West for a distance of 13.93 feet to a point;
- 10) South 64° 15' 59" West for a distance of 31.88 feet (33.25' FM11501) to a point;
- 11) South 79° 08' 45" West for a distance of 6.70 feet (19.98' FM11501) to a point;
- 12) North 77° 27' 45" West for a distance of 36.92 feet to the beginning of a non-tangential curve;
- 13) Said curve turning to the left, having a radius of 55.00 feet, a chord bearing of North 50° 19' 49" West and an arc length of 149.90 feet to a point;
- 14) North 63° 41' 45" W for a distance of 5.51 feet to a point;

Thence, along lands, now or formerly, of Hammond Plaza Condominiums, North 26° 18' 15" E for a distance of 232.00 feet to a point, said point being South 16° 47' 46" East and 6.52 feet from an iron pipe found; Continuing thence, North 6° 33' 25" East for a distance of 72.50 feet to a point; Continuing thence, North 63° 05' 25" W for a distance of 193.39 feet to a point, said point being North 60d 55' 53" and 3.32 feet from a leaning monument; Thence, along Beekman Street, North 39° 21' 26" East for a distance of 59.45 feet (58.20' FM11501) to a concrete monument; Continuing thence, North 04° 14' 18" East for a distance of 93.31 (94.33' FM11501) feet to a point, said point being South 52° 55' 15" West and 2.50 feet from a broken monument; Continuing thence, North 25° 36' 55" East for a distance of 39.84 feet to a point; Thence, along lands, now or formerly, of Reformed Church of Beacon the following seven courses and distances:

- 1) South 62° 16' 25" East for a distance of 25.50 feet to a concrete monument;
- 2) South 43° 59' 23" East for a distance of 20.83 feet to a point;
- 3) South 68° 49' 23" East for a distance of 46.64 feet (46.42' FM11501) to a concrete monument;

- 4) South $32^{\circ} 54' 20''$ West for a distance of 82.09 feet (82.36' FM11501) to a concrete monument;
- 5) South $61^{\circ} 10' 41''$ East for a distance of 174.85 feet (174.76' FM11501) to a concrete monument;
- 6) North $29^{\circ} 19' 24''$ East for a distance of 82.19 feet (82.00' FM11501) to a point near a leaning concrete monument;
- 7) South $61^{\circ} 51' 25''$ East a distance of 243.00 feet to the place or Point of Beginning.

Schedule B

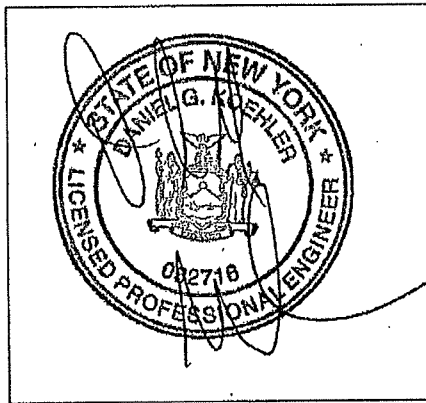
Stormwater Maintenance (SWPPP)

***Stormwater Management System
Operation and Maintenance Plan:
for
River Ridge Townhouses***

Prepared for:

River Ridge Views LLC
445 Main Street
Beacon, NY 12508

June 18, 2018



Prepared by:

Hudson Land Design Professional Engineering, P.C.
174 Main Street
Beacon, NY 12508
Ph: 845-440-6926

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APPENDICES

APPENDIX A: SITE MAP

1.0 INTRODUCTION

1.1 Summary of Stormwater Management System

The River Ridge Townhouses Project proposes construction of eighteen townhouse units within three building blocks, along with an access road, individual driveways, parking areas, sidewalks, landscaping, and a central green space, among other amenities. As such, and in accordance with City and State standards, a stormwater management system is being incorporated into the plan. The calculations and details associated with the proposed stormwater management system are within the Stormwater Pollution Prevention Plan (SWPPP) dated July 24, 2017, and the Site Plan Set dated July 25, 2017. The latest version of both the SWPPP and Site Plan Set as approved by the City of Beacon Planning Board shall be referred to.

The stormwater management system consists of several series of structures and culvert pipes that convey the stormwater runoff to a pre-treatment hydrodynamic separator unit which then discharges into an underground detention/infiltration system. The system mitigates the peak rates generated from the lot development prior to discharge offsite towards adjacent properties and the City stormwater collection system. The site map in Appendix A provides a general overview of the layout of the stormwater management system.

2.0 STORMWATER SYSTEM COMPONENTS

2.1 Catch Basins

Several catch basins are located throughout the site. Catch basins are pre-cast concrete structures located below grade that collect site runoff from the surface via a grate inlet, or from other portions of the site via pipe inlet. There are 9 catch basins located on the site identified as CB 1-8 and EX. CB 1. Catch basins are equipped with a sump to capture sediment. All catch basins have an outlet culvert pipe that conveys the runoff to its designed outlet. All culvert pipes on the site associated with the catch basins are 15" diameter corrugated high density polyethylene (HDPE). The ultimate discharge point from the site is identified as EX. CB 2, and is City owned and maintained.

2.2 Drain Basins

Several drain basins are located throughout the site. Drain basins are thermoformed PVC pipe stock, formed to provide watertight connections specifically based on inlet and outlet pipe sizes and invert elevations. The drain basins are intended to act as the upstream and downstream structures associated with a header culvert pipe that will specifically collect rooftop runoff from gutter and downspout systems associated with the buildings. There are 7 drain basins located on the site identified as DB 1-7. All drain basins have an outlet culvert pipe that conveys the runoff to its designed outlet. All culvert pipes on the site associated with the drain basins are 8" diameter corrugated HDPE.

2.3 Yard Drains

Several yard drains are located throughout the site. Yard drains are pre-cast concrete structures located below grade that collect site runoff from the surface via a grate inlet, or from other

portions of the site via pipe inlet. There are 10 yard drains located on the site identified as YD 1-4, 4A, 5, 5A and 6-8. Yard drains are equipped with a sump to capture sediment. All yard drains have an outlet culvert pipe that conveys the runoff to its designed outlet. All culvert pipes on the site associated with the yard drains are 15" diameter corrugated HDPE.

2.4 Stormwater Manholes

Stormwater manholes are pre-cast concrete structures located below grade that act as changes in culvert pipe direction or as junctions for multiple culvert pipes being combined. There are 2 stormwater manholes located on the site identified as STMH 1-2. Stormwater manholes are equipped with a sump to capture sediment. All stormwater manholes have an outlet culvert pipe that conveys the runoff to its designed outlet. All culvert pipes on the site associated with the stormwater manholes are 15" diameter corrugated HDPE.

2.5 Trench Drains

Trench drains are HDPE channels located below grade with surface grates that capture sheet flow drainage. There are 7 trench drains located on the site that serve to collect stormwater runoff for the driveways serving Units 1 - 7. The trench drains have a vertical pipe that discharges into a larger culvert pipe beneath them that conveys the runoff to its designed outlet.

2.6 Culvert Piping

Culvert piping consists of smooth interior corrugated HDPE pipe. The culvert pipes vary in size throughout the site, but are generally 8, 12" or 15" diameter.

2.7 Hydrodynamic Pretreatment Device

Hydrodynamic devices are pre-cast concrete structures that have internal components built into them to screen, separate and trap trash, debris, sediment, and hydrocarbons from stormwater runoff. There is 1 hydrodynamic pretreatment treatment device located on the site identified as WQ11. The device has two inlet pipes and 1 outlet pipe, all being 15" diameter corrugated HDPE.

2.8 Underground Detention System

The proposed underground detention system is comprised of 65 parabolic HDPE chambers manufactured by Cultec, model Recharger 330XLHD. Each chamber unit measures 52 inches in width, 30.5 inches in height, and 8.5 feet in length. The chambers are embedded in stone with a depth of 12 inches below the open bottom structures, 53.5 inches above the top of the structures and 12 inches surrounding the outermost edge of the structures. The open bottom chambers are constructed of HDPE and are perforated around their periphery allowing stormwater to infiltrate through the outside wall of the chamber. The parabolic arch allows for a higher storage volume per linear foot as opposed to a circular pipe of the same size. The stone that surrounds the chambers is a 1-2" washed crushed stone with 40% void space that provide for additional storage. The majority of the stormwater that enters the system during smaller storm events is infiltrated into the ground below. The system is also equipped with a 12" diameter corrugated HDPE outlet culvert pipe to pass flows from larger storm events while achieving reduced rates of flow from pre-development conditions. Every starting and end chamber for each row (and an

intermediate port for rows of more than 10 chambers) is provided with a 6" diameter inspection port raised to grade for monitoring and maintenance purposes.

3.0 MAINTENANCE

3.1 Responsibility for Maintenance

The River Ridge Views Homeowners Association, Inc. (hereinafter referred to as the HOA) will be responsible for maintaining the private drainage system as identified in this Operation and Maintenance Plan. Any major maintenance (such as re-grading, drain replacement, or similar effort) should only be conducted by a competent professional, such as a licensed contractor. The HOA itself, and contractors retained by the HOA must familiarize themselves with the purposes, design specifications, features, and operation of the stormwater management system. Site maintenance service providers (e.g., landscape maintenance and other maintenance companies), need to be informed of the specific maintenance requirements for the stormwater management system and should review the Site Plan Set, SWPPP and the Stormwater Management System Operation and Maintenance Plan (this document). Any earth disturbing activities must implement erosion and sediment control measures to prevent transport of sediment to the stormwater management system.

3.2 Maintenance Requirements

All components of the stormwater management system shall be inspected periodically by a competent professional with knowledge of stormwater conveyance and treatment systems.

3.2.1 Catch Basins, Drain Basins, Yard Drains, Stormwater Manholes, Trench Drains and Culvert Piping

In addition to standard periodic inspection following larger storm events, the following is a mandatory inspection schedule.

Frequency	Observation	Maintenance Activity
Spring and Fall	Inspect the storm drain outfall at EX. CB2 near Ferry Street. Look for obstructions, vegetation, debris, litter, sediment, etc.	Contact the City of Beacon Highway Department to remove obstructions, sediment, etc.
Spring and Fall	Inspect all catch basins, drain basins, yard drains, stormwater manholes, trench drains and their associated piping. Look for obstructions, vegetation, debris, litter, sediment, etc. blocking the structures or pipes. Utilize vacuum truck if necessary. Observe the flow of water after a rainfall event. Any evidence of ponding in the structure indicates a potential blockage.	Remove obstructions, remove sediment accumulations, etc. via vacuum truck or other acceptable method

3.2.2 Hydrodynamic Pretreatment Devices

The hydrodynamic pretreatment device requires regular inspection and maintenance to ensure optimal performance. Maintenance frequency will be driven by upstream conditions (contributing drainage area stabilization) and proper maintenance of upstream structures and culvert pipes. The manufacturer recommends that the CDS units be inspected quarterly (at each change of season). The structure shall be visually inspected for blockages or obstructions in the inlet or separation screen. The inspection should also quantify accumulation of hydrocarbons, sediment and trash within the system. Inspections and maintenance shall be performed by qualified personnel with adequate training in these types of units. The units shall be cleaned by vacuum truck once a year (except for the first year where more frequent cleanings may be required).

Frequency	Observation	Maintenance Activity
Quarterly (at each change of season)	The structure shall be visually inspected for blockages or obstructions in the inlet or separation screen. The inspection should also quantify accumulation of hydrocarbons, sediment and trash within the system.	Remove obstructions, sediment, etc. via vacuum truck or other acceptable method

3.2.3 Underground Detention System

The underground detention system shall be inspected prior to being placed into operation. Any accumulated sediment within the chambers shall be removed via hydraulic jet and vacuum truck. After being placed into operation, the following is a general guideline for inspection and maintenance, which may be adjusted by the operator periodically based on site conditions and subsequent system evaluations. Start with measurement of sediment at the inspection port for the first row of chambers via stadia rod, or inspection by CCTV. If the depth of sediment is in excess of 3 inches, then the row should be cleaned with high pressure water through a culvert cleaning nozzle, carried out through the hydrodynamic pretreatment device. The access point through the hydrodynamic pretreatment device requires a technician trained in confined space entry with proper gas detection equipment and equipped with proper safety equipment. The nozzle is extended to the end of the row, the water is turned on and the inlet row is back-flushed into the hydrodynamic device where it is removed by vacuum truck. The final row of chambers may be accessed through stormwater manhole 1 using the same method described above.

Frequency	Observation	Maintenance Activity
Year 1: monthly	Inspect inlets and outlets monthly for any clogging. Inspect the surface around the chambers for any depressions.	Remove obstructions as necessary. Contact a licensed professional engineer if depressions develop.
Year 2 and after: bi-annually (spring and fall)	Inspect inlets and outlets monthly for any clogging. Dewatering shall be monitored at least once per year. Inspect the surface around the	Remove debris as necessary as described in the narrative. Contact a licensed professional engineer if

	chambers for any depressions.	dewatering is not occurring or if depressions develop.
2 years after commissioning	Inspect the interior of the stormwater management chambers through inspection ports for deficiencies using stadia rod or cctv or other acceptable method.	Remove obstructions, sediment, etc. with hydro-jet and vacuum truck
9 years after commissioning, and every 9 years thereafter	Clean stormwater management chambers and feed connectors of any debris. Inspect the interior of the stormwater management chambers through inspection ports for deficiencies using stadia rod or cctv or other acceptable method.	Remove obstructions, sediment, etc. with hydro-jet and vacuum truck
45 years after commissioning	A professional engineer shall assess the remaining life expectancy of the stormwater management chambers through inspection ports for deficiencies using stadia rod or cctv or other acceptable method.	Retain a licensed professional engineer.
Annually	Confirm that no unauthorized modifications have been performed to the site that may impact the adequate functioning of the system.	Return the site to intended development conditions per the SWPPP and the Site Plan Set
Periodically	Monitor water levels in the chamber system following significant storm events. Dewatering of the system should take no longer than 24 hours.	Contact a licensed professional engineer if dewatering is not occurring.

4.0 LOG BOOK

All inspection reports shall include the date, weather conditions on the day of the inspection and leading up to the inspection, a list of the stormwater management system components that were inspected, the results of the inspection, and the maintenance performed. The inspection reports shall be kept within a log book for long term monitoring. Additional notes and significant repairs should be noted with applicable dates and also kept within the log book. A copy of all inspection reports shall be made available to the City of Beacon Building Department upon request.

APPENDIX A

SITE MAP

City of Beacon Workshop Agenda
7/30/2018

Title:

WSP Cost Estimate - hydrogeologic services

Subject:

Background:

ATTACHMENTS:

Description
WSP Estimate

Type
Backup Material



June 27, 2018

Mr. Anthony Ruggiero, M.P.A.
City Administrator
City of Beacon
One Municipal Plaza
Beacon, NY 12508

RE: Hydrogeologic Services
On-Call Service Contract

Dear Mr. Ruggiero:

LBG Hydrogeologic & Engineering Services, P.C., member of WSP (LBGHES) has prepared an annual cost estimate for hydrogeologic-related services for the City of Beacon. The cost estimates and tasks have been provided for anticipated services and annual billing.

The tasks and cost estimates are as follows.

Hydraulic Evaluation of Transmission Piping - \$8,500 – \$9,500

Evaluate hydraulics of the transmission pipe where Well 1, Well 2, Well 8 and the Cargill Reservoir combine into a single pipe (bottleneck) leading to the water treatment plant.

Village of Fishkill Water-Supply Development and Agreement - \$3,000 - \$4,500

Provide hydrogeologic services related to the water-supply development at the Clove Road well field and review of any future agreements.

Prepare Bid Specifications – Back-up Bedrock Well - \$4,000

Prepare bid specifications for the development of a back-up bedrock supply well at the Pump House Road well field.

Project Team Communication and Meeting Attendance - \$3,000 - \$6,000

Provide required project team communication and attend meetings, as necessary.



On-Call Water-Supply Services - \$5,000

Responding to request from the Village to conduct on-call water-supply services; including water audits.

Water-Supply Adequacy Evaluations - \$5,000

Conduct water-supply adequacy evaluation for new projects in the City for regulatory agencies.

An annual cost estimate for the above services (June 1, 2018 to June 1, 2019) is \$28,500-\$34,000. This agreement is intended to be continued based on the hourly rates presented in Exhibit A. The above task cost estimates presented in this letter are estimates only.

All related work will be conducted at the request of the City’s representative. Separate Task Orders will be provided for your approval for additional services requested that are beyond the scope of work.

Please feel free to contact me directly at (475) 882-1704 with any questions or comments.

Kind regards,

LBG Hydrogeologic & Engineering Services, P.C.

Thomas P. Cusack, CPG, PG(NY)
Senior Supervising Hydrogeologist

TPC:cmm
Enclosures
H:\Beacon, City\2018\Cost Estimate - Hydrogeologic Services.docx

The contents of this proposal have been reviewed and the designee below authorizes WSP to initiate work on the proposed scope of work, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

By: _____

Title: _____

Date: _____



ENCLOSURE



STANDARD TERMS AND CONDITIONS

The following “Standard Terms and Conditions” shall apply to all of “the Services” carried out by WSP USA Inc. (“WSP”), on behalf of the City of Beacon “the Client” as of June 27, 2018. They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed, and subsequent “Master Services Agreement.”

1) DEFINITIONS

- a) “The Services” shall mean the scope of services, duties, and activities provided by the Company to the Client as defined in the attached proposal.
- b) The “Agreement” refers to these Standard Terms and Conditions subject to this document.

2) AGREEMENT

The Agreement is between the Client and the Company.

- a) The Client hereby confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party, and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- b) The Company shall in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services as in effect at the time and location where the Services are performed. NO OTHER REPRESENTATIONS TO CLIENT EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT OR ANY REPORT, OPINION DOCUMENT OR OTHERWISE.
- c) The Company shall not be required to sign any documents, no matter by whom requested, that would result in the Company having to certify, guarantee or warrant the existence of conditions whose existence the Company cannot ascertain. The Client also agrees not to make resolution of any dispute with the Company or payment of any amount due to the Company in any way contingent upon the Company’s signing any such certification.
- d) The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.
- e) The Company has no responsibility for hazardous or toxic substances or other waste materials found or identified as part of the services and the Company shall have no responsibility for the removal, treatment, storage, transport or disposal of these materials unless specifically agreed in writing with the Client. In any event, the Company shall utilize only the licensed or permitted treatment, storage, or disposal facility or facilities designated by Client.
- f) The information contained in the proposal is provided in confidence and regarded as commercially sensitive and confidential; in particular, rates, fees, personal information and other information deemed by the Company to be commercially sensitive should not be released by the Client to any other party without the Company’s prior written consent.
- g) The Client acknowledges and agrees that the Services may be performed in whole or in part by subcontractors selected by the Company in its reasonable discretion. The Company will name Client as a third party beneficiary of all subcontracts entered into the performance of work under this Agreement unless the Client authorizes otherwise in writing.



- h)** Client agrees that the Company is not responsible for damages arising directly or indirectly from any delays for failure of performance by Client or Client's contractors or consultants or discovery of any previously undisclosed hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Company to perform its services in an orderly and efficient manner, the Company shall be entitled to a reasonable adjustment in schedule and compensation.

3) COMPENSATION

- a) Compensation.** In consideration of the performance of the Services, the Client shall pay to the Company the fees stated in the proposal.
- b) Additional Services.** If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal letter, the Client shall make payment according to the hourly rates and sums set out in the proposal letter.
- c) Termination.** In the event that the Client requests the Services to be aborted, the Client shall pay to the Company the fees commensurate with the work completed by the Company. For the avoidance of doubt, the fees will include the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.
- d) Currency.** All monies due to the Company shall be paid in US \$ (dollars) unless specifically detailed otherwise.
- e) Invoices.** Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice. Invoices past due more than 10 days will be assessed at an interest rate based on one percent (1%) per month or the highest applicable rate permitted by law, whichever is less. Notice of any dispute concerning an invoice must be provided in writing within 14 days of receipt of the invoice or the invoice is deemed to be correct and the full sum according to the invoice is due to the Company.

4) ACCESS TO INFORMATION

Before the commencement of Services and continuing thereafter, the Client shall immediately notify the Company of any known potential or possible health or safety hazards existing on or near the project site on which Services are to be, or are being, performed by Company or its subcontractors, with particular reference to hazardous substances or conditions. The Client shall provide the Company with all relevant data and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas. Furthermore, promptly on request by the Company, Client shall provide Company and its subcontractors with all information, requirements, reports, data, surveys, and instructions, and access to all premises within the Client's control that Company may reasonably request to perform the Services. The Company may use such information, requirements, reports, data, surveys, and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. The Company shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

5) LIMITATION OF LIABILITY

Client agrees that to the fullest extent permitted by law, the Company's total liability to client and third parties for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this agreement from any cause or causes, including but not limited to the Company's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed and shall be limited to the lesser of total compensation paid to and retained by the Company for services pursuant to this agreement or the amount of the Company's insurance provided pursuant to this Agreement. The Company shall not be liable for any for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages incurred by the Client.



The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- a) all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and
- b) there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage, and
- c) all other Consultants and all Contractors have paid, or agreed to pay, to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Client hereby acknowledges, understands and agrees that: (1) there are risks inherent to environmental investigation, analysis, management, and remediation, many of which cannot be ascertained or anticipated prior to or during the course of the Services; for example, site investigation activities may spread contaminants through geologic formations despite the use of accepted professional standards; (2) due to the inherently limited nature and amount of data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may miss contaminants only a few feet away; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and the Company's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for the Company's agreement to perform the Services on the terms and at the price stated herein CLIENT SPECIFICALLY AGREES THAT THE COMPANY'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED ABOVE.

6) DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or the provision of the Services shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7) OWNERSHIP

All intellectual property rights and copyright associated with the Company's services shall remain vested in and the property of the Company. A specific license for use may be granted by the Company. Any such license will be strictly limited to issues associated with the Services. The Company will not accept any liability whatsoever for any use of the materials to which the license is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company, such license is agreed by the parties to be immediately withdrawn and revoked. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Company as instruments of service shall remain the property of the Company. The Company shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

8) CLIENT'S DUTIES

- a) The Client shall procure access for the Company to the property or properties in respect of which the Services are to be performed.
- b) The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.



- c) Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.
- d) Where relevant to the Services, the Client shall provide to the Company, prior to any intrusive investigations, full details concerning the presence and location of any underground or otherwise located services. If such details are unavailable, the Company will take reasonable precautions to identify such services including the use of specialist equipment. The Client agrees to reimburse the Company for the reasonable cost of any such precautions. Where no or insufficient information has been provided or is available, the Client agrees to indemnify the Company against any and all resulting losses or costs.

9) BUDGETARY ESTIMATIONS

Unless specifically stated to the contrary, any budgetary opinion or estimate offered by the Company, exclusive of written proposals signed by authorized representatives of the Company, is to be regarded by the Client as broad guidance only. The Company is not liable for any deviation from such budgetary opinions or estimates whatsoever.

10) NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Company. Any report issued by the Company is solely for the benefit of the Client for the purposes set out in the report and should not be relied on by third parties or for any other purpose without the express written consent of the Company. The Company shall have no liability whatsoever to a person who is not a party to the Agreement, unless otherwise agreed in writing.

If requested by the Client, the Company will consider the provision of reliance letters to third parties in a form to be agreed by the Company. In relation to property transactions the provision of such agreements will normally be limited to a lender, a first purchaser and a first tenant, and will be provided on no more than two occasions. Additional fees may be payable for the provision of this service.

11) REPORTING OBLIGATIONS

In states where there is a legal obligation for a licensed professional (employed by the Company) or the Company to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, the Company shall first notify the Client and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

12) SEVERABILITY

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable, or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

13) PERSONAL LIABILITY

Notwithstanding anything to the contrary contained in any other provision of this Agreement, the Company's partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of the Services hereunder.



14) HEADINGS

The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15) MODIFICATION

This Agreement may be modified or amended only by a written instrument signed by an authorized agent of each party.

16) AUTHORITY

Each individual and entity executing this Agreement hereby represents that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.

17) GOVERNING LAW

This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.

18) BUSINESS INTEGRITY

The Company values innovation, unity and trust. We are passionate about our work and care about how we conduct ourselves with all individuals and corporations we interact with. Simply put, this is how we get things done. Our Company's reputation depends on our ability to achieve our core values and to conduct our business ethically. To be clear, we do not, and will not, compromise on compliance with the law or on our business-conduct standards. We simply will not tolerate unethical behavior.

As your professional services provider, we undertake to follow your business integrity rules. This being said, we also invite you to review our Code of Conduct and underlying policies. These guidelines are the Company's standard for maintaining a legally-compliant and ethical workplace. They are available through our website at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/Corporate-Policies/Code-of-Conduct-and-Policies/>. If you have any questions about our guidelines, please contact one of the local representatives identified on our website.

For situations which pertain to irregularities inconsistent with our guidelines, please report to our independent whistleblowing provider, Expolink. This service is available 24 hours a day, 7 days a week. Information as to numbers and e-mail where to contact the service provider can be found at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/whistleblowing-service/>. All calls and e-mails are confidential and you can remain anonymous, should you request.

19) ACCEPTANCE OF AGREEMENT

If upon submission of this Agreement to the Client, the Client fails to return a signed copy to the Company and knowingly allows the Company to proceed with the Services, such Services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed.

By receipt and in the absence of a written declaration to the contrary, these initial "Standard Terms and Conditions" are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services and shall be binding the same as if the Agreement were fully executed.



EXHIBIT A



2018 BILLING RATES FOR CONSULTING SERVICES

Senior Supervising Engineer/Hydrogeologist	\$205 - \$235/hour
Supervising Hydrogeologist	\$185 - \$192/hour
Lead Environmental Engineer/Hydrogeologist	\$132 - \$180/hour
Project Engineer/Hydrogeologist	\$112 - \$120/hour
Senior Environmental Engineer	\$154/hour
Assistant Project Hydrogeologist	\$95/hour
Environmental Engineer/Hydrogeologist	\$75 - \$96/hour
Draftsperson	\$95 - \$98/hour
Clerical	\$75/hour

City of Beacon Workshop Agenda
7/30/2018

Title:

Portable engine generator bid Bipin Gandhi

Subject:

Background:

ATTACHMENTS:

Description

Portable Engine Gen Bid

Type

Backup Material

BIPIN GANDHI, P.C.

Consulting Engineer

P.O. BOX 38
ROUTE 207
GOSHEN, N.Y. 10924

(845) 294-5404
FAX (845) 294-3857



July 5, 2017

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

RE: Portable Engine Generator
West Main Street Pump Station
City of Beacon
Award Recommendation

Dear Mr. Ruggiero:

One (1) bid proposal was submitted and opened on July 3, 2018 for the Portable Engine Generator. The proposal was reviewed and found to be complete. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, and a certified check in the amount of \$3,500.00 for bid security.

The bid received is for the Portable Generator for West Main Street Pump Station. The bidder is Kingsley Power System of East Granby, Connecticut, a Kohler Generator Distributor with a bid price of \$69,240.00. Technical Specifications were prepared for the Kohler Trailer mounted portable generator. Kingsley Power System is a reputable distributor in the area. The bid price is within our estimate and below the 2017 budgeted and approved Capital Improvement cost for West Main Street Pump Station.

In our opinion, Kingsley Power System should be considered the lowest responsible bidder, based upon submitted information.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

BIPIN GANDHI, P.C.

Bipin Gandhi, P.E.

cc: Ed Balicki, Water & Sewer Superintendent
Nick Ward-Willis, City Attorney
John Russo, P.E.

City of Beacon Workshop Agenda
7/30/2018

Title:

Road paving bids

Subject:

Background:

ATTACHMENTS:

Description	Type
Road paving recommendations	Cover Memo/Letter
Road paving bids	Backup Material

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

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

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 26, 2018

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

RE: City Road Paving/Bituminous
Concrete Bid
City of Beacon
Award Recommendation

Dear Mr. Ruggiero:

As per your request, we have reviewed the results of the bid let by the City of Beacon entitled "Road Paving/Bituminous Concrete". The bid asks that contractors to submit pricing for the following items:

1. Per ton in place price for Type 3 Binder Course asphalt
2. Per ton in place price for Type 6 Top Course asphalt
3. Per ton in place price for High Friction asphalt (this would be Type 6F2 or Type 6F3)
4. Linear foot price for asphalt concrete curb
5. Per ton in place price if City buys materials
6. Price Adjustment Calculation – this is the asphalt index set by the state.

The City received 3 bids from prospective contractors that perform this type of work. The contractors that submitted were Avello, Blacktop Maintenance (BTM), and Clove. The pricing submitted by each is as follows:

	Avello	BTM	Clove
Type 3 Binder	\$87.50/ton	\$76.50/ton	\$79.25/ton
Type 6 Top	\$89.50/ton	\$78.50/ton	\$79.25/ton
High Friction	\$89.50/ton	\$80.50/ton	\$79.25/ton
Asphalt Curb	\$13.00/LF	\$300.00/LF	\$310.00/LF
Per ton in place if City buys material	\$32.50/ton	\$25.00/ton	\$25.00/ton
Price Adjustment	\$466.00	\$466.00	\$466.00

Upon review of last year's billing for this work, the only item that was supplied by the Contractor was Type 6F3 top course in place, where roads were being milled and paved by the City. Type 6F3 is a high friction asphalt. Based upon this singular material being used, the low bidder for the bid would be Clove Excavators.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Michael Manzi, Highway Superintendent
Nick Ward-Willis, City Attorney

Road Paving/Bituminous Concrete
April 30, 2018

Bidder Name: Avello

(A) Per ton in place contractor providing materials:

ITEM	MATERIAL DESCRIPTION	LAI D IN PLACE
403.13	Binder Course Type 3	<u>87.50</u>
403.16	Base - Top Course Type 6	<u>89.50</u>
403-1701	High Friction	<u>89.50</u>
714.06	Asphalt Concrete Curb	<u>13.00 L.F.</u>

(B) \$ 32.50 per ton in place City buying materials

(C) \$ April 2018 asphalt index of \$466.00
Price adjustment calculations

Bidder Name: BTM

(A) Per ton in place contractor providing materials:

ITEM	MATERIAL DESCRIPTION	LAI D IN PLACE
403.13	Binder Course Type 3	<u>76.50</u>
403.16	Base - Top Course Type 6	<u>78.50</u>
403-1701	High Friction	<u>80.50</u>
714.06	Asphalt Concrete Curb	<u>300.00</u>

(B) \$ 25.00 per ton in place City buying materials

(C) \$ April 2018 asphalt index of \$466.00
Price adjustment calculations

Bidder Name: Clove

(A) Per ton in place contractor providing materials:

ITEM	MATERIAL DESCRIPTION	LAI D IN PLACE
403.13	Binder Course Type 3	<u>79.25</u>
403.16	Base - Top Course Type 6	<u>79.25</u>
403-1701	High Friction	<u>79.25</u>
714.06	Asphalt Concrete Curb	<u>310.00</u>

(B) \$ 25.00 per ton in place City buying materials

(C) \$ April 2018 asphalt index of \$466.00
Price adjustment calculation

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Blackburn Avenue sidewalk installation recommendation for award

Subject:

Background:

ATTACHMENTS:

Description	Type
Blackburn Ave sidewalk award rec	Cover Memo/Letter

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

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

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 26, 2018

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

RE: Blackburn Ave. Sidewalks
City of Beacon
Award Recommendation

Dear Mr. Ruggiero:

A total of nine (9) bid proposals were submitted and opened on July 26, 2018 for the **Blackburn Avenue Sidewalk Installation** project. The nine proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. All proposals submitted were complete. Three of the submitted proposals was noted as having mathematical errors. The proposal submitted by LCS Landscapes had multiplication errors in two of the line items, the proposal submitted by Catalyst Construction had an addition error for the total contract amount, and Beacon Residential had multiplication errors in three of the line items.

The following tabulation shows the order from lowest bidder (based upon corrected total), the name of the bidder, and the total contract amount, along with the correct contract amount for those with errors. The engineer's estimate for the project was approximately \$168,000.00.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED TOTAL CONTRACT AMOUNT
Sun Up Enterprises, Inc. Wappingers Falls, NY	\$157,502.00	N.A.
B&K Excavation Pleasant Valley, NY	\$169,985.00	N.A.
Ben Ciccone, Inc. Poughkeepsie, NY	\$173,860.00	N.A.
Consorti Bros. Paving & Sealcoating, Inc. Newburgh, NY	\$175,950.00	N.A.

LCS Landscapes Poughkeepsie, NY	\$186,639.00	\$186,739.00
Con Tech Construction Technology, Inc. Carmel, NY	\$188,000.00	N.A.
Catalyst Construction LLC Middletown, NY	\$189,830.16	\$197,830.16
Woodland Manor LLC Patterson, NY	\$207,499.90	N.A.
Beacon Residential LLC Fishkill, NY	\$214,072.00	\$208,785.00

The lowest bidder is Sun Up Enterprises, Inc., with the total base bid amount of \$157,502.00. Sun Up Enterprises, Inc. has submitted information related to several projects in which they have completed the work as outlined within the proposed project. Sun Up Enterprises has also completed several projects road rehabilitation projects for the City of Beacon in the past. References supplied were called and checked to verify the work completed by the prospective low bidder and were found to be acceptable. In our opinion, Sun Up Enterprises Inc. should be considered the lowest responsible bidder based upon the submitted information and Chapter 53 of the City Code. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, and a Bid Bond.

It is our recommendation to the City Council to award the **Blackburn Avenue Sidewalk Installation** project to Sun Up Enterprises, Inc.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

LANC & TULLY, P.C.


John Russo, P.E.

Cc: Michael Manzi, Highway Superintendent
Nick Ward-Willis, City Attorney

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Accessible curb ramps letter of recommendation for award

Subject:

Background:

ATTACHMENTS:

Description
Curb ramps ltr of rec

Type
Cover Memo/Letter

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

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

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lane, P.E., L.S.
Arthur R. Tully, P.E.

July 26, 2018

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

RE: 2018 Beacon Accessible Ramps
City of Beacon
Award Recommendation

Dear Mr. Ruggiero:

A total of five (5) bid proposals were submitted and opened on July 26, 2018 for the **2018 Beacon Accessible Curb Ramps** project. Under regulations that took effect 2-years ago, when a road is reconstructed or resurfaced through milling & paving operations, all sidewalks are required to have accessible curb ramps installed if they are not present already, or funding from the state or federal government will be lost.

All five proposals were carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. All bid proposals were found to be complete with all required documentation and bonding. The following tabulation shows the order from lowest bidder, the name of the bidder, and the total contract amount. The engineer's estimate for the installation of the 25 accessible ramps at various locations throughout the City was approximately \$125,000.00.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT
Beacon Residential, LLC Fishkill, NY	\$105,800.00
B&K Excavation, Inc. Pleasant Valley, NY	\$128,522.50
Sun Up Enterprises, Inc. Wappingers Falls, NY	\$132,435.00
Catalyst Construction, LLC Middletown, NY	\$151,781.76
Orange County Engineering, LLC, dba/OCE Contracting New Paltz, NY	\$199,750.00

The lowest bidder is Beacon Residential, LLC., with the total base bid amount of \$105,800.00. Beacon Residential has submitted information related to several projects in which they have completed the work as outlined within the proposed project. Beacon Residential also successfully completed the 2017 Handicap Ramp project for the City of Beacon. References supplied were called to verify the work completed by the prospective low bidder and were found to be acceptable. In our opinion, Beacon Residential, LLC. should be considered the lowest responsible bidder based upon the submitted information and Chapter 53 of the City Code. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, and a Bid Bond.

It is our recommendation to the City Council to award the **2018 Beacon Accessible Curb Ramps** project to Beacon Residential, LLC.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

Cc: Michael Manzi, Highway Superintendent
Nick Ward-Willis, City Attorney

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Bond Ordinances

Subject:

Background:

ATTACHMENTS:

Description	Type
Bond Doc City Cover Ltr	Cover Memo/Letter
Road improvements	Backup Material
sewer improvements	Backup Material
water improvements	Backup Material
COB Environmental Compliance	Backup Material

July 17, 2018

VIA EMAIL

Ms. Susan Tucker
Director of Finance
City of Beacon
1 Municipal Center
Beacon, New York, 12508

**Re: City of Beacon, New York (the “City”)
Authorizing Bond Ordinances-Variou Purposes - \$7,320,563
A - Road Improvements Ordinance - 15 years
B - Sewer Improvements Ordinance - 30 years
C - Water Improvements Ordinance - 40 years**

Dear Susan:

As requested, attached please find the following:

- (1) Three Extracts (A-C) from minutes of a meeting of the City Council of the City adopting serial bond ordinances authorizing the issuance of serial bonds of the City to finance an aggregate amount of \$7,320,563 for the costs of various public purposes in and for the City.
- (2) Public Notice (A only);
- (3) Certificate of No Protest (A only); and
- (4) Estoppel Notices.

Upon the adoption by at least two-thirds of the full voting strength of the City Council of the City of the bond ordinances (documents (1), above), the extract pages and the certificates of the City Clerk therefor should be completed and sealed in appropriate form and one such copy thereof returned to our office for our transcript file.

With respect to the resolution labeled A, within ten (10) days of adoption, the Public Notice (document (2), above) must be published as required by Section 9.03 of the City Charter and, upon receipt thereof, the original affidavit of publication of the Public Notice should then be forwarded to my attention.

With respect to bond ordinance A, after thirty (30) days shall have elapsed following the adoption the bond ordinance, if no petition shall have been filed with the City Clerk protesting the adoption, the Certificate of No Protest (documents (3), above) for the bond ordinance should be completed and executed, and each such bond ordinance, together with the respective estoppel notice (documents (4), above), should be published in the local newspaper. Upon receipt and completion thereof, please furnish to us the original affidavit of such publication, along with certified copy of the Certificate of No Protest.

The bond ordinances B and C for improvements to the sewer and water systems need only to be published with the estoppel notice immediately after due adoption by the City Council. We assume that payment of bonds or notes for the water improvements are subject assessment so that the water bond ordinance is not subject to permissive referendum. We should receive a certified copy of these bond ordinances in extract form and the original affidavits of publication of the bond resolution and the estoppel notices.

In preparing these bond ordinances we have assumed that the amounts authorized to be financed are the total costs of each project and that there are no other moneys (i.e. grants, current funds, etc.) to be included in such costs.

We have also included an environmental compliance resolution which should be adopted at the same meeting as the bond ordinances as the first order of business. There is no requirement to publish the environmental compliance resolution in the City paper.

Should you have any questions, please do not hesitate to call me at 212-872-9817 or 914-645-1696 or Abby Pugliese at 212-872-9845.

Very truly yours,

Kenneth W. Bond

Cc: Abby Pugliese
Corrine Irish

Attachments

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(A-\$2,729,750 - Construction, Reconstruction of City Roads or Streets, 15 years)

A regular meeting of the City Council of the City of Beacon (the "City"), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on July __, 2018, at __ o'clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____.

The City Council of the City was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with negative votes and ____ votes absent.

**BOND ORDINANCE, DATED JULY __, 2018, AUTHORIZING THE
ISSUANCE OF UP TO \$2,729,750 AGGREGATE PRINCIPAL AMOUNT
SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF
DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL
FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION
OR RECONSTRUCTION OF CITY ROADS OR STREETS.**

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the construction or reconstruction of City roads or streets, including drainage improvements (the “Project”), and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$2,729,750, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$2,729,750 to finance the costs of the construction or reconstruction of City roads or streets, including drainage improvements, and including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefor and any preliminary and incidental costs related thereto at a total estimated cost not to exceed \$2,729,750, all in accordance with the Local Finance Law;

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$2,729,750; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from (i) the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes pro tanto and (ii) New York State grants in the estimated amount of \$-0-; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is of a class of object or purpose as described in subdivision 20 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is fifteen (15) years. The serial bonds authorized herein shall have a maximum maturity of the fifteen (15) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, that should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the

benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, that would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice

provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond ordinance is subject to a permissive referendum and will take effect upon its adoption by the City Council of the City and the expiration of the period prescribed in Article 9 of the City Charter during which petitions for a permissive referendum may be submitted and filed with the City Clerk.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on July ____, 2018, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of _____, 2018.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, has on the ____ day of July, 2018, duly adopted, pursuant to the Local Finance Law of New York, a bond ordinance which:

(1) authorizes the City Council of the City to finance the costs of the costs of the construction or reconstruction of City roads or streets, including drainage improvements, and any preliminary and incidental costs related thereto, and authorizes the issuance of up to \$2,729,750 aggregate principal amount of serial bonds to finance the costs of such purpose, and

(2) states the estimated maximum total costs of such construction and reconstruction to be not in excess of \$2,729,750 states that such costs will be financed, in whole or in part, with the issuance of the obligations authorized in such bond ordinance and sets forth the plan of financing of such costs of such purpose, and

(3) determines the period of probable usefulness of the purpose to be fifteen (15) years, and

(4) determines that the maximum maturity of such serial bonds is in excess of five (5) years, and

(5) delegates to the City Administrator the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of any bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond ordinance, a full copy of which is available free of charge at the office of the City Clerk, is subject to a permissive referendum under the provisions of Article 8 of the City Charter and petitions protesting against such bond ordinance and requesting that it be submitted to the electors of the City for their approval or disapproval may be filed with the City Clerk at any time within forty-five (45) days after the date of the adoption of such bond ordinance.

By order of the City Council of the City of Beacon, New York.

Dated: July ____, 2018

/s/ Iola C. Taylor

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK
CERTIFICATE OF NO PROTEST**

I, **IOLA C. TAYLOR**, City Clerk of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, **HEREBY CERTIFY** as follows:

1. The City Council of the City at a regular meeting thereof duly called and held on July ____, 2018, adopted a bond ordinance having the following title:

**BOND ORDINANCE, DATED JULY ____, 2018, AUTHORIZING THE
ISSUANCE OF UP TO \$2,729,750 AGGREGATE PRINCIPAL AMOUNT
SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF
DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL
FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION
OR RECONSTRUCTION OF CITY ROADS OR STREETS.**

2. On and prior to the date hereof, no petition or petitions protesting such bond ordinance and requesting that it be submitted to the electors of the City for their approval or disapproval have been filed with the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of _____, 2018.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, on July ____, 2018. The effectiveness of such bond ordinance was subject to a permissive referendum and notice thereof was given as prescribed by law. The period of time prescribed by law has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2018

/s/ Iola C. Taylor

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(C-\$2,403,345-Sewer Improvements, 30 years)

A regular meeting of the City Council of the City of Beacon (the "City"), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on July ____, 2018, at __ o'clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____. The City Council of the City was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with negative votes and ____ votes absent.

BOND ORDINANCE, DATED JULY ____, 2018, AUTHORIZING THE ISSUANCE OF UP TO \$2,403,345 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT TO THE SEWER SYSTEM, IN AND FOR THE CITY.

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the construction, reconstruction and improvement to the sewer system, including the sewer treatment facilities, constituting sewer treatment facilities and water pollution control facilities as described in Section 9.06 of the City Charter, in and for the City (the “Project”) and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$2,403,345, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$2,403,345 to finance the costs of the construction, reconstruction and improvements to the sewer system, including the sewer treatment facilities, in and for the City, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefor and any preliminary and incidental costs related thereto at a total estimated cost not to exceed \$2,403,345, all in accordance with the Local Finance Law;

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$2,403,345; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is of a class of object or purpose as described in subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is thirty (30) years. The serial bonds authorized herein shall have a maximum maturity of the thirty (30) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, that should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds

(collectively, the “obligations”), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, that would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the “Rule”), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice

provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond ordinance is effective immediately upon adoption by the City Council of the City.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on July ____, 2018, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of _____, 2018.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the "City"), a municipal corporation of the State of New York, located in the County of Dutchess, on July ___, 2018. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2018

/s/ Iola C. Taylor _____

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

**EXTRACTS FROM MINUTES OF A MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

(B-\$2,187,468-Water Improvements, 40 years)

A regular meeting of the City Council of the City of Beacon (the "City"), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in Beacon, New York, on July ____, 2018, at __ o'clock, ____M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Councilperson _____ submitted the following bond ordinance and moved for its adoption. The motion was seconded by Councilperson _____. The City Council of the City was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City) with negative votes and ____ votes absent.

BOND ORDINANCE, DATED JULY ____, 2018, AUTHORIZING THE ISSUANCE OF UP TO \$2,187,468 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT TO THE WATER SYSTEM, IN AND FOR THE CITY.

WHEREAS, the City Council of the City of Beacon (the “City”), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the construction, reconstruction and improvement to the water system, in and for the City (the “Project”) and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$2,187,468, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$2,187,468 to finance the costs of the construction, reconstruction and improvements to the water system, in and for the City, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefor and any preliminary and incidental costs related thereto at a total estimated cost not to exceed \$2,187,468, all in accordance with the Local Finance Law;

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$2,187,468; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is of a class of object or purpose as described in subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is forty (40) years. The serial bonds authorized herein shall have a maximum maturity of the forty (40) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, that should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the

benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, that would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice

provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. Insofar as more than fifty per centum (50%) of the cost of the capital improvements authorized herein is to be levied by assessments upon property especially benefited thereby pursuant to Section 9.06 of the City Charter, this bond ordinance is effective immediately upon adoption by the City Council of the City.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on July ____, 2018 and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of ____, 2018.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**CITY OF BEACON
COUNTY OF DUTCHESS, NEW YORK**

ESTOPPEL NOTICE

The bond ordinance published herewith was adopted by the City Council of the City of Beacon (the "City"), a municipal corporation of the State of New York, located in the County of Dutchess, on July ____, 2018. The validity of the obligations authorized by such bond ordinance may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2018

/s/ Iola C. Taylor _____

IOLA C. TAYLOR

City Clerk

City of Beacon, New York

**EXTRACTS FROM MINUTES OF A
MEETING OF THE CITY COUNCIL
OF THE CITY OF BEACON, NEW YORK**

(Environmental Compliance Resolution)

A regular meeting of the City Council of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, was held at 1 Municipal Center, in the City of Beacon, New York, on July __, 2018 at __:__ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Council Member _____ offered the following resolution and moved for its adoption. The Motion was seconded by Council Member _____ . Adopted by the following roll call vote: _____, _____, _____, _____.

**ENVIRONMENTAL COMPLIANCE RESOLUTION TO MAKE FINDINGS
AND DETERMINATIONS**

WHEREAS, _____, competent architectural and engineering firms, duly licensed by the State of New York (the “Architect and Engineer”), at the instance of the City Council (the “Council”), have prepared, or are in the process of preparing engineering and architectural plans and studies and an estimate of the cost of the financing of:

(i) the construction or reconstruction of City roads or streets authorized by the Council pursuant to a bond ordinance, totaling \$2,729,750 including rights-in-land, original furnishings, equipment, machinery, apparatus required for such purpose, and preliminary and incidental costs related thereto (the “Roads Project”) and said engineering and architectural plans and studies are on file in the office of the City Clerk and are on file for public inspection;

(ii) the construction, reconstruction and improvements to the City sewer and waste water system authorized by the Council pursuant to a bond ordinance, totaling \$2,403,345 including rights-in-land, original furnishings, equipment, machinery, apparatus required for such purpose, and preliminary and incidental costs related thereto (the “Sewer Project”) and said engineering and architectural plans and studies have been filed in the office of the City Clerk and are on file for public inspection; and

(iii) the construction, reconstruction and improvements to the City water system improvements authorized by the Council pursuant to a bond ordinance, totaling \$2,187,468 including rights-in-land, original furnishings, equipment, machinery, apparatus required for such purpose, and preliminary and incidental costs related thereto (the “Water Project”) and

said engineering and architectural plans and studies have been filed in the office of the City Clerk and are on file for public inspection (the Roads Project, the Sewer Project and the Water Project, herein collectively, the “Projects”); and

WHEREAS, the Council expects that upon the examination of those environmental assessment forms (“EAFs”) to be prepared by the Architect and Engineer, for the Projects, may be “unlisted actions,” as that term is defined in 6 NYCRR §617.2(ak), or a “Type II action,” as that term is defined in 6 NYCRR §617.2(aj), and upon completion the City will cause the EAFs to be prepared and promptly filed with the City Clerk; and

WHEREAS, it is proposed that the maximum amount estimated to be expended for the Projects is \$7,320,563 and that the costs of the Projects are to be financed by the issuance of serial bonds of the City in the aggregate principal amount of \$7,320,563 pursuant to the Local Finance Law of New York and if deemed advisable by the issuance of bond anticipation notes in anticipation of the issuance of said bonds; and

WHEREAS, it is proposed that the costs of the Projects are to be paid from a tax levied upon all the taxable property in the City in annual installments determined by the Council in amounts sufficient to pay the principal of and interest on said bonds to be authorized in a bond ordinance to be adopted by the Council; and

WHEREAS, the evidence expected to be contained in such engineering and architectural plans and studies and in the EAFs with respect to the Projects permits the Council to make the determinations hereinafter in connection with actions to be made for the purpose of authorizing the financing of the Projects; and

NOW THEREFORE, pursuant to proceedings prescribed in 6 NYCRR at §617 of the State Environmental Quality Review Act (“SEQRA”) regulations, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BEACON, NEW YORK, as follows:

Section 1. The City, by and through the Council, hereby declares and designates itself to be the “lead agency” as that term is defined in 6 NYCRR § 617.2(u), with respect to the environmental review of the Projects.

Section 2. Upon receipt and examination of the EAFs the City expects to determine that the Projects are an unlisted action or a Type II action, as those terms are defined in 6 NYCRR §617.2(ak) and §617.2(aj), respectively.

Section 3. No other agency other than the City is, or will be involved in said environmental review and no coordinated review or segmentation of such review is necessary or required with respect to the Projects.

Section 4. No hearing as set forth in 6 NYCRR §617.10(e) is expected to be required in making the determinations contained herein with respect to the Projects.

Section 5. The City expects that upon taking into account the criteria set forth in 6 NYCRR §617.7, upon review of all pertinent information, including taking a hard look at all the facts and circumstances, it will determine that the Projects (i) will not have a significant effect on the climate or climate change, and (ii) will not have a significant effect on the environment, and no unidentified adverse effects are anticipated with respect thereto and are precluded from further review under the Environmental Conservation Law.

Section 6. The City shall maintain a file, readily accessible to the public, in the office of the City Clerk, containing this resolution, and the EAFs once completed.

Section 7. This resolution shall take effect immediately upon its adoption.

I, **IOLA C. TAYLOR**, Clerk of the City of Beacon (the “City”), located in the County of Dutchess, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the City Council of the City was duly held on July __, 2018, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the City, this ____ day of July, 2018.

(SEAL)

IOLA C. TAYLOR
City Clerk
City of Beacon, New York

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Beacon Center parking license agreement amendment

Subject:

Background:

ATTACHMENTS:

Description

Parking agreement

Type

Agreement

AMENDMENT TO LICENSE AGREEMENT

THIS REVOCABLE LICENSE, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “Licensor”), and the **CITY OF BEACON**, 1 Municipal Plaza, Beacon, New York 12508 (hereinafter referred to as the “Licensee”).

WITNESSETH:

WHEREAS, Licensor owns and operates a government facility at 223 Main Street in the City of Beacon, New York, known as the Beacon Center, with onsite parking for employees and the patrons of the facility, and

WHEREAS, the parties hereto made and entered into a License Agreement dated August 22, 2003 (County Contract No. 03-0567-CA) for use of the parking lot at the Beacon Center, and

WHEREAS, the parties desire to amend said License Agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 03-0567-CA, dated August 22, 2003, is hereby amended upon the following terms and conditions, and

WHEREAS, Licensee requires off street parking in the vicinity of Main Street to accommodate the public visiting the City’s museums, shops and business district, and

WHEREAS, Licensor is willing to assist Licensee with additional parking at the Licensor’s facility under certain conditions, now, therefore, Licensor hereby offers to Licensee the use of its Beacon Center parking lot situate at 223 Main Street, Beacon New York upon the terms and conditions hereinafter set forth:

1. Public shall be permitted to park passenger vehicles on the site at all times except in fifty-four (54) parking spaces designated by the Licensor as employee parking. Such spaces shall be available for public parking only between the hours of 6:00pm to 6:00am Monday through Friday, at all times on Saturday and Sunday, and on holidays recognized by the Licensor.

2. Twenty-four (24) non-employee parking spaces designated by the Licensor shall be two (2)-hour maximum time limit parking spaces only between the hours of 8:00am to 5:00pm, Monday through Friday. The two (2)-hour maximum time limit shall not apply on weekday holidays recognized by the Licensor.

3. Licensor shall designate two (2) parking spaces that shall be exclusively used for electric vehicles while they are using the Licensor’s charging station. These parking spaces shall be designated as four (4)-hour maximum time limit parking spaces.

4. Licensee shall provide for the following parking lot maintenance, operation, and law enforcement responsibilities:

- a. snow plowing, snow removal and ice control within the parking lot, driveways and adjacent sidewalk areas, to the satisfaction of the Licensor,
- b. clearing surface drainage grates to allow for proper storm water drainage,
- c. maintain grass and landscaped areas on the property (including mowing, weed control, periodic tree and shrub pruning) and remove related debris from the property to the satisfaction of the Licensor,
- d. patrol the parking lot on a daily basis and remove trash from parking lot and adjacent sidewalks, lawn and landscaped areas prior to 8:00am daily or as needed to maintain the grounds in a clean and sanitary manner,
- e. strictly enforce all parking regulations posted by the Licensor,
- f. conduct law enforcement patrol the parking lot on a regular basis commensurate with patrols along Main Street to prevent loitering and to promote public safety and security,

5. Licensor shall provide for the following parking lot maintenance and repair as the Licensor deems necessary:

- a. capital improvements and non-routine maintenance of the parking lot surface and adjacent curbing and sidewalk on Licensor's property (repair potholes, seal or fill large cracks, repair or replace curbing, repair sidewalks,)
- b. maintain or repair surface and subsurface storm water drainage systems,
- c. install and maintain exterior signs, including parking regulation signs, building directories and building marquee sign(s,)
- d. maintain and replace pavement stripes and markings for parking spaces, crosswalks, handicap parking spaces and electric vehicle charging spaces,
- e. maintain fences, exterior lighting fixtures and flog pole(s,)

6. Licensee shall hold Licensor harmless for all claims, suits or actions for damages resulting from the use of the parking lot by the public pursuant to this agreement or by any activity by employees, officers or agents of the Licensee in connection with this agreement. Licensee shall furnish Licensor with proof of insurance coverage as set forth in the attached Exhibit "A-1."

7. This License may be revoked by Licensor at any time, with or without cause, upon twenty-four (24) hour notice to the City Administrator of the City of Beacon at 1 Municipal Plaza, Beacon, New York, 12508.

8. Notices.

Any notices to the Licensor shall be directed to:

Dutchess County Commissioner of Public Works
626 Dutchess Turnpike,
Poughkeepsie, New York, 12603

Any notices to the Licensee shall be directed:

City Administrator
1 Municipal Plaza
Beacon, New York 12508

9. All other terms and conditions of the underlying License Agreement not expressly amended or altered by this agreement shall remain in full force and effect. If any provision of the underlying License Agreement is in conflict with the provisions of this Amendment to License Agreement, the provisions of this Amendment to License Agreement shall govern.

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

APPROVED AS TO FORM:

COUNTY OF DUTCHESS

County Attorney

By: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

Commissioner of Public Works

By: _____
Randy Casale, Mayor

EXHIBIT A-1

At all times during the term of this Agreement, the Licensee and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Licensee shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Licensee is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance

shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Licensee. The Licensee and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney

County Office Building

22 Market Street

Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Licensee to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Licensee to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Licensee from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Licensee concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the Licensor.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Licensee until the Licensee furnishes such additional security as is determined necessary by the County.

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Bus agreement

Subject:

Background:

ATTACHMENTS:

Description
Bus agreement

Type
Agreement



INTER-MUNICIPAL AGREEMENT
BETWEEN THE COUNTY OF DUTCHESS AND CITY OF BEACON

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York, 12601 (hereinafter referred to as the "COUNTY") and the City of Beacon, a municipality within Dutchess County, whose address is One Municipal Plaza, Suite One, Beacon New York 12503, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, Article IX (Local Governments) of the New York State Constitution, and Article 5-G Section 119-o of the General Municipal Law of the State of New York authorize municipalities of the State of New York to enter into inter-municipal agreements for the performance of cooperative activities, and

WHEREAS, Section 5307 of Title 49, United States Code, provides federal assistance for public transportation in urbanized areas, to be administered by the Federal Transportation Administration; and

WHEREAS, the County presently operates a public transit system, consisting of, among other things, fixed routes through Dutchess County, including ingress and egress to the Municipality, and

WHEREAS, the County and the Municipality desire to enhance public transportation service and improve passenger convenience regarding the payment of fares, and

WHEREAS, in lieu of passengers, boarding only within the City of Beacon, riding the Route G for free (no fares), per the routes described in Attachment "A" entitled "Route Description".

1. SERVICE TO BE PROVIDED:

This agreement will allow for unlimited access for any potential passenger boarding within the boundaries of the City of Beacon to travel Dutchess County Public Transit's (DCPT) fixed Route G at the date and/or times as established by, and subject to, change by DCPT. Such date and/or time changes will be made known to the Municipality in advance of DCPT intended date of implementation.

2. TERM OF AGREEMENT:

This Agreement shall be effective August 15, 2018 through 12/31/19, unless terminated as set forth herein.

3. EXTENSION:

This Agreement may be extended for three (3) additional one (1) year terms, upon such terms and conditions as the parties may agree.

4. PAYMENT:

The City of Beacon will pay Dutchess County \$5,000.00 (FIVE THOUSAND and 00/100 DOLLARS) in 2018 and \$11,000.00 (ELEVEN THOUSAND and 00/100 DOLLARS) IN 2019 at the following schedule:

- (a) 2018 - \$5,000 lump sum fee due and payable no later than 10/1/2018.
- (b) 2019 - \$11,000 lump sum fee due and payable no later than 5/1/2019.

Future extensions will be negotiated on a yearly basis.

5. NON-DISCRIMINATION:

The County will not refuse to provide said bus service to any person because of age, race, color, creed, sex, national origin, disability or marital status.

6. TERMINATION:

Either party may terminate this Agreement by providing written notice to the other party no later than December 1st of any given year.

7. NOTICE:

Written notices shall be sent to the parties as follows:

City of Beacon
Attn: Randy Casale, Mayor
One Municipal Plaza, Suite One
Beacon NY 12503

Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

Dutchess County Public Transit Administrator
14 Commerce Street
Poughkeepsie, NY 12603

8. ENTIRE AGREEMENT:

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of the Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2018.

APPROVED AS TO FORM

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

ACCEPTED: CITY OF BEACON

Robert H. Balkind, PE, Commissioner
Department of Public Works

BY: _____

Print Name: _____

Print Title: _____

For use by Public Transit

Initials

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Budget Amendments

Subject:

Background:

ATTACHMENTS:

Description
Budget Amendments

Type
Amendment

Council Budget Amendments
August 6, 2018 Meeting

1. Amend the 2018 General Fund Budget for the payout of accumulated unused time. Below is the proposed budget amendment:

Transfer to:		
A -03-3120-190000-	SEVERANCE/RETIREMENT PAY	\$ 3,029
A -03-3410-190000-	SEVERANCE/RETIREMENT PAY	25,034
A -05-5110-190000-	SEVERANCE/RETIREMENT PAY	67,332
A -05-5110-820000-	SOCIAL SECURITY	5,150
	Total	<u>\$ 100,545</u>
 Transfer from:		
A -01-1990-400004-	CONTINGENCY-RETIREMENT	<u>\$ 100,545</u>

2. Amend the 2018 General Fund Budget for the issuance of long-term debt (Serial Bonds) instead of the scheduled roll over of short-term debt (Bond Anticipation Notes - BANs) due to rising interest rates. Additional costs can be paid with BAN premiums we have received. Below is the proposed budget amendment:

Increase:		
A -01-1380-461200-	FISCAL AGENT FEE/DEBT ISSUANCE	\$ 41,113
G -01-1380-461200-	FISCAL AGENT FEES	5,508
	Total	<u>\$ 46,621</u>
 Increase:		
A -11-9950-503100	INTERFUND TRANSFER REVENUE	\$ 41,113
G -11-9950-503100	INTERFUND TRANSFER REVENUE	5,508
	Total	<u>\$ 46,621</u>

Respectfully submitted,
Susan K. Tucker CPA

City of Beacon Workshop Agenda
7/30/2018

Title:

Resolution appointing Acting Superintendent of Streets

Subject:

Background:

ATTACHMENTS:

Description

Reso Manzi

Type

Resolution

**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2018

**RESOLUTION APPOINTING
ACTING SUPERINTENDENT OF STREETS**

WHEREAS, Michael Manzi, III is employed by the City of Beacon as a Working Supervisor with the City of Beacon Highway Department; and

WHEREAS, there is currently a temporary vacancy for the Superintendent of Streets position within the City’s Highway Department; and

WHEREAS, the City Administrator has recommended that Mr. Manzi be appointed/promoted to the vacant position on a temporary basis in accordance with procedures set by the Dutchess County Department of Human Resources; and

WHEREAS, Mr. Manzi is eligible for appointment/promotion to fill the vacant position on a temporary basis; and

WHEREAS, based on the recommendation of the City Administrator, the Mayor has appointed/promoted Mr. Manzi to the position of Acting Superintendent of Streets in the City’s Highway Department; and

WHEREAS, the City Council wishes to approve the Mayor’s appointment/promotion of Mr. Manzi to the position of Acting Superintendent of Streets in the City’s Highway Department;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council approves the Mayor’s appointment/promotion of Michael Manzi, III to the position of Acting Superintendent of Streets in the City of Beacon Highway Department, effective as of July __, 2018.

IT IS FURTHER RESOLVED that such appointment/promotion shall not exceed six (6) months from its effective date.

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

City of Beacon Workshop Agenda
7/30/2018

Title:

Resolution appointing Working Supervisor

Subject:

Background:

ATTACHMENTS:

Description

Reso appointing Simmons

Type

Resolution

**CITY OF BEACON
CITY COUNCIL**

Resolution No. _____ of 2018

**RESOLUTION APPOINTING
WORKING SUPERVISOR**

WHEREAS, Reuben Simmons, Jr. is currently employed in the position of Maintenance Worker in the City of Beacon Highway Department; and

WHEREAS, Mr. Simmons meets the qualifications for the position of Working Supervisor; and

WHEREAS, based on the recommendation of the City Administrator, the Mayor has appointed/promoted Mr. Simmons to the position of Working Supervisor in the City of Beacon Highway Department; and

WHEREAS, the City Council wishes to approve the Mayor's appointment/promotion of Mr. Simmons to the position of Working Supervisor in the City of Beacon Highway Department;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council approves the Mayor's appointment of Reuben Simmons, Jr. to the position of Working Supervisor in the City of Beacon Highway Department, effective as of July __, 2018.

IT IS FURTHER RESOLVED that such appointment is subject to a probationary period of twenty-six weeks.

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

**City of Beacon Workshop Agenda
7/30/2018**

Title:

Executive Session: Personnel

Subject:

Background: