



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**June 6, 2022
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

Spirit of Beacon Day Committee Update

Presentation by Weston & Sampson Regarding Draft Outreach Plan and Materials for the City of Beacon Community Facility and Program Report

Public Comment

Notice of Meeting Location - June 6, 2022

Public Hearings

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. Resolution No. 72 - Setting a Public Hearing for a Proposed Local Law to Allow Members of the City Council of the City of Beacon to Participate in meetings via Videoconferencing
2. Resolution No. 73 - Ratifying Zachary Monroe to the City of Beacon Fire Department
3. Resolution No. 74 - Approving My Four Daughters Realty Corp 2021 Tax Certiorari Settlement
4. Resolution No. 75 - Approving Stellar Kids LLC 2021 Tax Certiorari Settlement
5. Resolution No. 76 - Authorizing the City Administrator to Execute an Agreement with Granicus, LLC for Short Term Rental Monitoring
6. Resolution No. 77 - Authorizing the Mayor to Execute an Agreement with the County of Dutchess for Reimbursement for Short Term Rental Monitoring
7. Resolution No. 78 - Setting a Public Hearing for the 2023-2027 Capital Program
8. Resolution No. 79 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 219, Article IV, Article VII, Article VIII, and Article X of the Code of the City of Beacon,

Concerning Water Services

Approval of Minutes

1. [Approval of Minutes - May 16, 2022](#)

2nd Opportunity for Public Comments

Adjournment

City of Beacon City Council Agenda
06/06/2022

Title:

Spirit of Beacon Day Committee Update

ATTACHMENTS

City of Beacon City Council Agenda
06/06/2022

Title:

Presentation by Weston & Sampson Regarding Draft Outreach Plan and Materials for the City of Beacon Community Facility and Program Report

ATTACHMENTS

[Beacon Community Facility and Program Report - Preliminary Presentation](#)

[Demographic Profile for the City of Beacon](#)

[Existing Facilities Inventory](#)

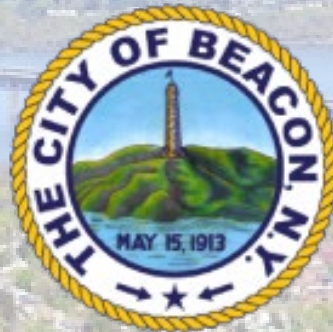
[Existing Programs Inventory](#)

COMMUNITY FACILITY & PROGRAM REPORT

Project Overview & Status Update

City of

Beacon, New York



June 6, 2022

Daniel Biggs, RLA
Principal-in-Charge



who we are

Established in 1899, **Weston & Sampson** is a full-service **planning, and design** consulting firm.

Over 700 professionals focused on **public work**.

Our Services:

- Master Planning
- Parks & Recreation Planning
- Landscape Architecture
- Ecological / Environmental Services
- Civil / Structural Engineering
- Aquatic Facility Planning + Design
- Permitting & Compliance



Past Projects: **Hudson River Trail Master Plan + Design, Riverfront Park Improvements**

project understanding

developing a city-wide community facility and program report

The City of Beacon seeks to develop a report which will focus on each of the city's recreational and community facilities and programs, as well as partnerships with local community organizations, to assess the current and future programming opportunities and recommend an implementation strategy to achieve the City's vision and goals of expanded programs.



project objectives

developing a city-wide community facility and program report

Compile a Recreation Facility & Program Inventory

Develop a Community Recreation Needs Assessment

Prepare a Community Facility & Program Report

project scope & schedule

developing a city-wide community facility and program report

Task 1 – Kickoff Meeting & Existing Conditions Analysis

- April - June 2022 (*In Progress*)
 - Conduct site investigations of existing recreation and programming facilities within the City, accompanied by City Staff
 - Review background documentation, including the 2013 Centennial Book, 2017 Comprehensive Plan, 2017 Fee Study Report and 2020 Natural Resources Inventory
 - Develop a base map from available GIS data
 - Compile a comprehensive inventory of existing programs, activities, and community services provided through the City and associated volunteer and community organizations.

project scope & schedule

developing a city-wide community facility and program report

Task 2 – Community Recreation Needs Assessment

- May - June 2022 (*In Progress*)
 - Prepare a Community Recreation Needs Assessment to analyze recreation trends, community needs, programming needs and investment prioritization
 - Specific attention given to potential centralized community center
 - Conduct a Demographics & Trends Analysis to predict changes to the population (age, gender, ethnicity, income, etc.) and identify regional interest and participation levels for existing and future recreation facilities and programming
 - Conduct a Facility Inventory, Resource Mapping and Level of Service Analysis utilizing information gathered in Task 1 to evaluate potential future park sites, parcels for development, trail corridors, programming distribution, etc.
 - Conduct a Program Inventory Analysis of programs and services currently provided by the City and relevant associations (schools, volunteer groups, etc.) to categorize the types of programs offered within the City and help inform the public engagement process

project scope & schedule

developing a city-wide community facility and program report

Task 3 – Public Outreach

- June – October 2022
 - Conduct stakeholder interviews & focus group meetings
 - Develop a survey to be distributed through municipal channels, park ambassadors, email (*Can be completed either online or as a paper copy*)
 - Park ambassadors and/or City staff to attend public events throughout the summer to distribute the survey and inform public of the project
 - *Bookend with Strawberry Festival and Spirit of Beacon Day*
 - Public Meeting in September to inform residents of the project status and encourage participation in the survey
 - Public Meeting in October to present the results of the Survey and share next steps

project scope & schedule

developing a city-wide community facility and program report

Task 4 – Draft & Final Report

- November – December 2022
 - Findings Presentation to be shared with City Staff and at a public meeting
 - Compile a Key Issues Analysis Matrix to identify focus areas of the report
 - Conduct a Visioning Workshop to analyze findings, assess feasibility, and identify potential constraints & challenges
 - Develop recommendations for addressing community wants & needs, identify potential property acquisitions & development opportunities, create schematic plans for potential new facilities, and prioritize specific goals or projects
 - Identify potential funding strategies through taxes, grants, donors, and partnerships
 - Prepare a Draft Report encompassing data gathered from previous tasks for review and comment by the City
 - Present Final Report at a public meeting and potential approval at a City Council Meeting

status update

task 1 - kickoff meeting & existing conditions analysis

- Held kickoff meeting on April 11th with staff to review project goals, tasks, schedule
- Completed Existing Conditions Analysis
 - Reviewed background materials provided by the City
 - Performed site visits with staff on April 19th
 - Developed Existing Conditions Inventory for City-owned & operated facilities
 - South Avenue Park
 - Polhill Park
 - Pete & Toshi Seeger Riverfront Park
 - Memorial Park
 - Hiddenbrooke Park
 - Green Street Park
 - The Settlement Camp
 - Fishkill Creek Greenway & Heritage Trail
 - And others.

status update

task 1 - kickoff meeting & existing conditions analysis

Recreation Department Building at South Avenue Park (23 West Center Street)

- Office / Conference Space
- Small Gymnasium
- Program Highlights
 - Grocery Distribution
 - Classroom / Educational Space
 - Beacon Community Tai Chi
 - Imagination Playground Block Party
 - Zumba Gold



status update

task 1 - kickoff meeting & existing conditions analysis

South Avenue Park

- Good Condition
 - Community Garden
 - Recreation Center
 - Pavilion
 - Turf & Vegetation
 - Fair Condition
 - Tennis & Basketball Courts
 - Playground
 - Parking
 - Paths
 - Poor Condition
 - Horseshoe & Bocce Ball Areas
 - Signage
- Program Highlights
 - **Rec Center Support**



status update

task 1 - kickoff meeting & existing conditions analysis

Polhill Park

- Good Condition
 - Visitor Center
 - Bus Shelter
 - Trees & Vegetation
 - Signage
- Fair Condition
 - Benches & Tables
 - Paths
 - Pop-Up Library
 - Turf
- Program Highlights
 - Little Free Library
 - Councilmember "Office Hour" Location
 - March / Walk Point
 - Community Gathering



status update

task 1 - kickoff meeting & existing conditions analysis

Pete & Toshi Seeger Riverfront Park

- Good Condition
 - Pavilion
 - Shoreline
 - Storage Sheds
 - Signage
 - Turf
 - Fair Condition
 - Volleyball Courts
 - Playground
 - Parking
 - Trees & Vegetation
 - Poor Condition
 - Benches, Tables & Grills
 - Paths
 - Basketball Courts
- Program Highlights
 - **Beacon Hoops**
 - **River Pool / Swim**



status update

task 1 - kickoff meeting & existing conditions analysis

Memorial Park

- Good Condition
 - Skate Park
 - Playground Areas
 - Restroom
 - Trees & Vegetation
 - Fair Condition
 - Athletic Fields
 - Pavilions
 - Parking
 - Turf
 - Storage Sheds
 - Poor Condition
 - Basketball Courts
 - Tennis Court
 - Benches, Site Amenities
- Program Highlights
 - Pop Warner Football
 - Meeting Space
 - Beacon Jr. Baseball
 - Beacon Jr. Softball
 - **Multi-Sport Camp**
 - **Grocery Distribution**



status update

task 1 - kickoff meeting & existing conditions analysis

Hiddenbrooke Park

- Good Condition
 - Turf & Vegetation
- Fair Condition
 - Hiking Trails
 - Parking Area
 - Signage
- Program Highlights
 - Open / Natural Space



status update

task 1 - kickoff meeting & existing conditions analysis

Green Street Park

- Good Condition
 - Playground
 - Parking
 - Paths
 - Turf & Vegetation
- Fair Condition
 - Basketball Court
 - Pavilion
 - Ball Game Pole
 - Restroom
- Poor Condition
 - Signage
- Program Highlights
 - Community Gathering



status update

task 1 - kickoff meeting & existing conditions analysis

The Settlement Camp

- Good Condition
 - Trees & Vegetation
 - Theater Building
 - Fair Condition
 - Disc Golf Course
 - Pool Facility
 - Camp Buildings
 - Camp Barn
 - Homestead Buildings
 - Signage
 - Turf
 - Poor Condition
 - Various Structures
 - Parking
- Program Highlights
 - Summer Camp
 - Wedding Venue
 - Drive-In Theater
 - Youth Swim Lessons
 - Aqua Zumba
 - Disc Golf
 - Sargent Downing Garden Club
 - Beacon Bouldering



status update

task 1 - kickoff meeting & existing conditions analysis

Fishkill Creek Greenway & Heritage Trail

- Good Condition
 - Benches, Site Amenities
 - Trees & Vegetation
 - Turf
- Fair Condition
 - Signage
 - Paths
- Program Highlights
 - Trails



status update

task 1 - kickoff meeting & existing conditions analysis

City Operated Community Facilities & Programs

- **Beacon Housing Authority**
 - Grocery Distribution
 - Hair Salon (Residents Only)
- **Camp Beacon**
 - TBD, former low security work camp
- **City of Beacon DPW Facility**
 - Community Flex Space
- **Former Beacon Fire Department HQ**
 - TBD, Potential Community Flex Space
- **Memorial Building**
 - Community Flex Space
 - VFW



status update

task 1 - kickoff meeting & existing conditions analysis

Beacon City School District Operated Recreation Facilities & Programs

- Beacon High School
 - Pool
 - Gymnasium
 - Weight Room
 - Theater Room
 - Community Flex Space
 - Tennis Courts (8)
 - Baseball Field (1)
 - Softball Field (1)
 - Soccer Fields (2)
 - Multi-Sport Turf Field (1)
- Rombout Middle School
 - Multi-Use Grass Field
- Glenham Elementary School
 - Gymnasium
 - Playground (2)
 - Multi-use Grass Field
 - Baseball Field (1)
- JV Forrestal Elementary School
 - Gymnasium
 - Community Garden
 - Playground
- Sargent Elementary School
 - Playground
 - Beacon Soccer Club Complex
 - Gymnasium
- South Avenue Elementary School
 - Playground
 - Basketball Courts



- Program Highlights at Elementary Schools
 - **After School Program**
- Program Highlights at Rombout Middle School
 - **Multi-Sport Camp**

status update

task 1 - kickoff meeting & existing conditions analysis

Other Community Facilities & Programs

Additional Facilities

- Dennings Point State Park – Trails
- Dia Beacon – Art Gallery, Community Flex Space
- Elks Lodge/ Beacon Elks – Community Flex Space
- Fishkill Correctional Community Center – Community Flex Space (Staff Only)
- Former Beacon High School – Art Studios
- John Street Building
- Long Dock Park – Hudson River Sloop Clearwater, Kayak Launch, Trails
- Madam Brett Park – Trails
- Main Street Building
- Main Street (Outdoor Events)
- Mount Beacon Park – Trails, Observation Tower
- Riverfront Park + Building
- Salvation Army



Faith Based Organization Facilities

- Christ Church United Methodist
- Cedar Street Building
- Delavan St Building
- Hanna Lane Building
- Leonard Street Building
- Route 52 Building
- South Ave Building
- Union Street Building

status update

task 2 - community recreation needs assessment (in-progress)

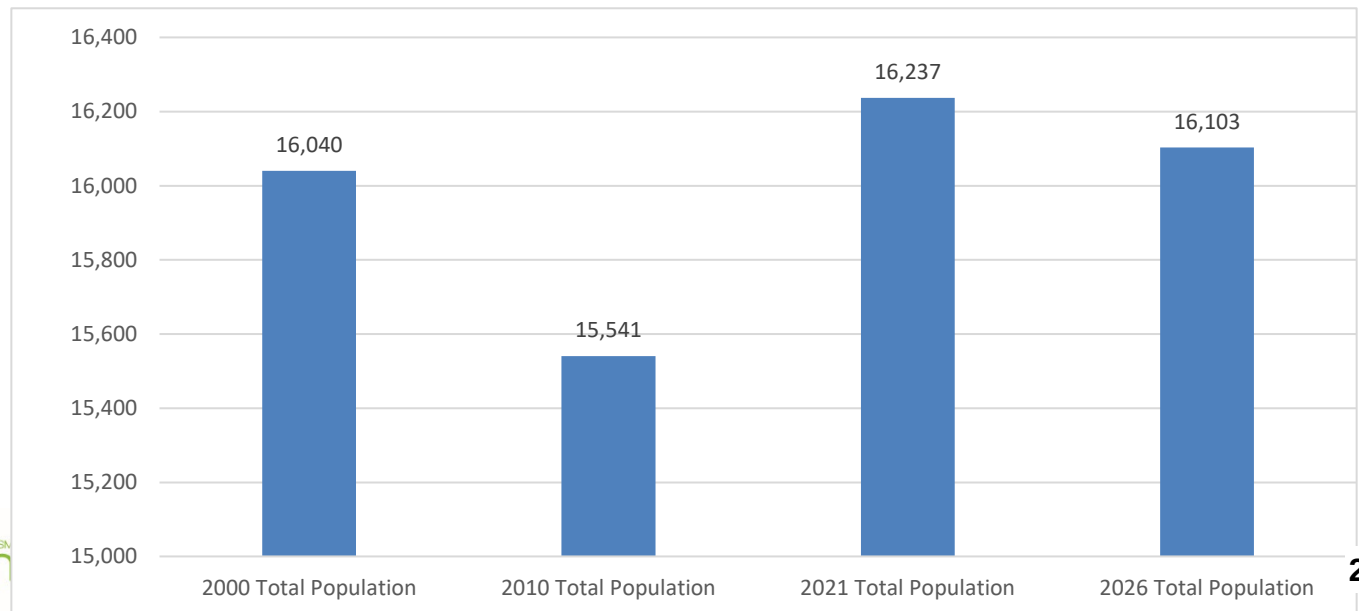
Community Demographic Profile - to provide an analysis of household and economic data in the area, helping to understand the historical and projected changes that may impact the community. (*Esri Business Analyst 5/22*)

Population:

- Since 2000, the community has not experienced significant growth or decrease in population.
- From 2010 to 2021, the compound annual growth rate was 0.39%, but is projected to decline to a rate of -0.17% from 2021 to 2026.

16,237

Population

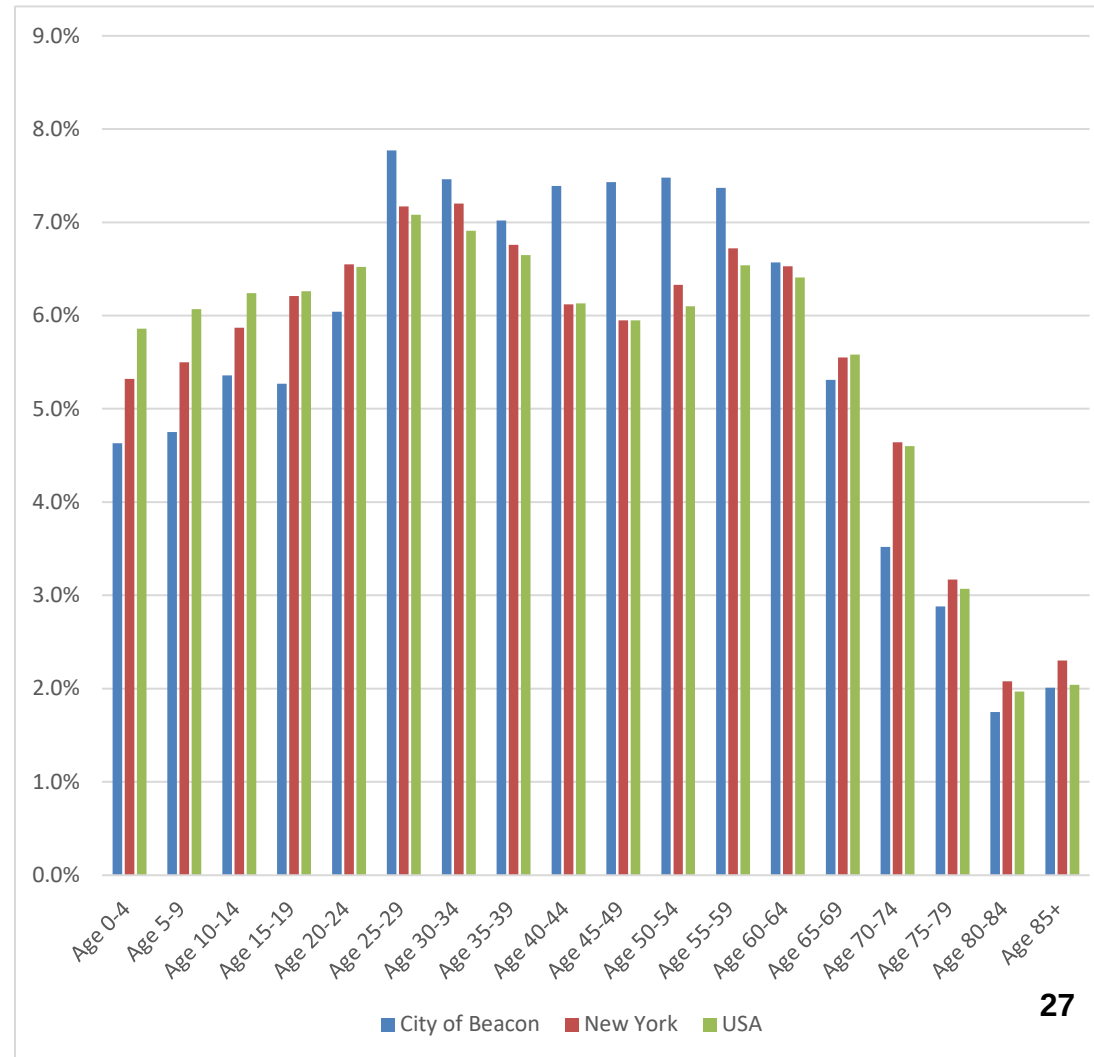


status update

task 2 - community recreation needs assessment (in-progress)

Age

- Median age = 41.1 yrs old (NYS 39.6 and US 38.8).
- Age distribution = middle age to older adults.
- From 2010 to 2021
 - 45 to 49 yr old age group had largest increase of 1.83%
 - 60 to 64 yr old age group had largest decline in population with a 1.67% decrease.

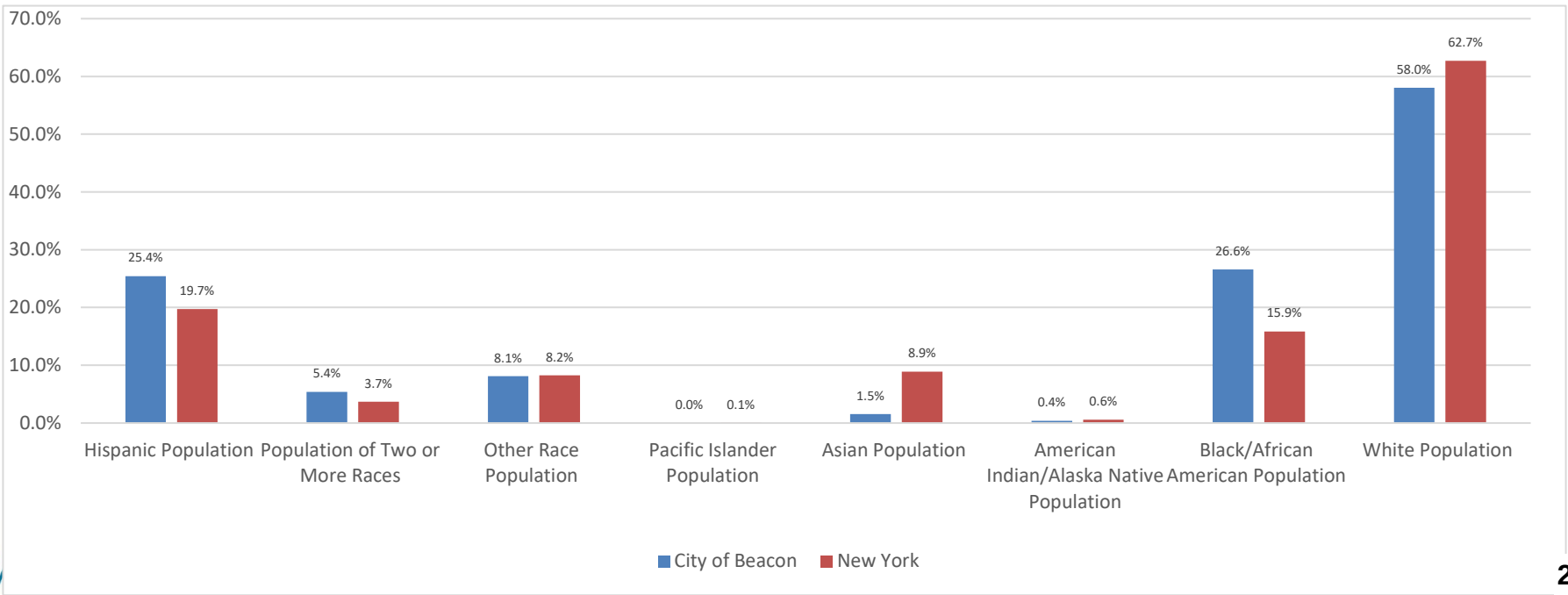


status update

task 2 - community recreation needs assessment (in-progress)

Diversity

- 25.4% - Hispanic origin (NYS - 19.7%)
- 26.6% - Black and African American
- 58% - White or Caucasian
 - Over 5% identified as a population of two or more races
 - 8.1% identified as a race not identified in the U.S. Census.



task 2 - community recreation needs assessment (in-progress)

People with Disabilities

- 13.4% of Beacon’s population in 2020 live with a disability. (NYS 11.6%).
- Types of disabilities within the City of Beacon:
 - Hearing difficulty – 3.2%
 - Vision difficulty – 1.8%
 - Cognitive difficulty – 4.5%
 - Ambulatory difficulty – 6.5%
 - Self-care difficulty – 2.1%
 - Independent living difficulty – 6.5%

Health Outcomes

Dutchess County is ranked among the healthiest counties in New York; in 2020 (15th out of 62 NYS Counties)

HEALTH STATS

16% adults identify as smokers

70% have access to exercise opportunities

5% have no health insurance

33% of population considered obese

24% considered physically inactive

status update

task 3 - public outreach

Overall Strategy - Public Engagement Principals:

- **Inform** – Communicate to community members and stakeholders about the project and raise awareness about the master planning process, schedule, and how people can be involved and stay informed.
- **Consult** – Present the project to the steering committee and community throughout the public engagement process.
- **Involve** – Establish a project steering committee to help advise the progress of the project, collect public input, and give out information about the project.
- **Collaborate** – Analyze, evaluate and discuss public comments to respond and categorize similar topics with the steering committee and community.
- **Empower** – Community members and stakeholders should understand that new facilities come with new programming that the public can help shape and inform.

status update

task 3 - public outreach

Stakeholder Interviews & Focus Group Meetings (Early June)

- One-Day workshops with representatives from committees, City departments, Council members, special interest groups, and open to the public. Potential representatives include:
 - Youth Sports Organizations
 - School Organizations
 - Community Groups
- Goal of the workshops are to kickoff the public engagement process and get a first look at some of the needs and desires of interested community groups. Input gathered from the workshops will help inform the final version of the public survey and be incorporated into the final report.

task 3

public outreach

Online Survey (July - September)

- An online survey will be developed based on stakeholder and Council feedback to seek input on whether a centralized community center is needed, and if so what programs or services are desired for this space. Survey can be advertised on the City's, promotional flyers could be included in City distributed mail, and park ambassadors can promote the survey at events throughout the summer.
- Survey will be translated into Spanish.
- Survey will include questions about demographic information, programs currently used by respondents, ease of access / travel times to these programs, transportation uses / preferences, additional programs desired by the respondents, and opportunities to sign up for additional information about the project.

task 3

public outreach

Online Survey (July - September)

City Events - Park Ambassadors can share survey to attendees on tablets or laptops at:

- Beacon Dog Park Stop By
- Beacon Free Loop Bus
- Beacon Hoop Summer Basketball Nights Stop By
- Beacon Housing Friendship Center Stop By
- Beacon Mutual Aid Grocery Distributions
- Beacon Sloop Club Weeknight Sails
- BeaconArts and Chamber of Commerce
- Community Cook Out at South Ave Park
- Fareground Grocery Distributions
- Green Teen Weekly Market
- PTO/ PTA in school outreach
- Public Hours at the Beacon Pool
- Saturday Rec Center Food Pantry
- Spirit of Beacon Day
- Summer and Fall Festivals
- Summer Playground Stop By
- Summer Programming Attendants
- Sunday Farmers Market
- Youth Summer Sports Stop By

task 3

public outreach

Public Meetings (September - October)

- Public Meeting #1 – Community Input (Late Sept)
 - Provide information and expand upon information received from the focus group and online survey. Focus on gather thoughts, ideas, needs and desires from the community and share pertinent existing conditions information.
 - Final push for online survey responses before closing survey at end of September
- Public Meeting #2 – Findings Presentation (Oct)
 - Present a summary of the findings from the existing conditions inventory, survey, and analyses to validate findings with staff, stakeholders, and the community.
 - Gather final round of input to be included in the Report.
- Draft Report (Nov)
- Final Presentation for Adoption (Dec Workshop + Council Meeting)

project schedule

Phase	Month								
	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1 Kickoff + Existing Conditions Analysis	M								
2 Community Recreation Needs Assessment									
3 Public Outreach			M		M			M	
Stakeholder Interviews									
Digital Community Survey									
Public Meeting #1 (Community Input)									
Public Meeting #2 (Findings Present)									
Draft Recommendations Present									
Final Presentation									
4 Draft/Final Report									M

COMMUNITY FACILITY & PROGRAM REPORT

Thank You!

Questions? Comments?

Daniel Biggs, RLA
Principal-in-Charge



Demographic Profile – City of Beacon

The City of Beacon demographic profile was developed to provide an analysis of household and economic data in the area, helping to understand the historical and projected changes that may impact the community. Data referenced throughout this report was primarily sourced from Esri Business Analyst as of May 2022. In addition, when applicable, other sources were referenced such as the American Community Survey for information about disabilities and health-related outcomes.

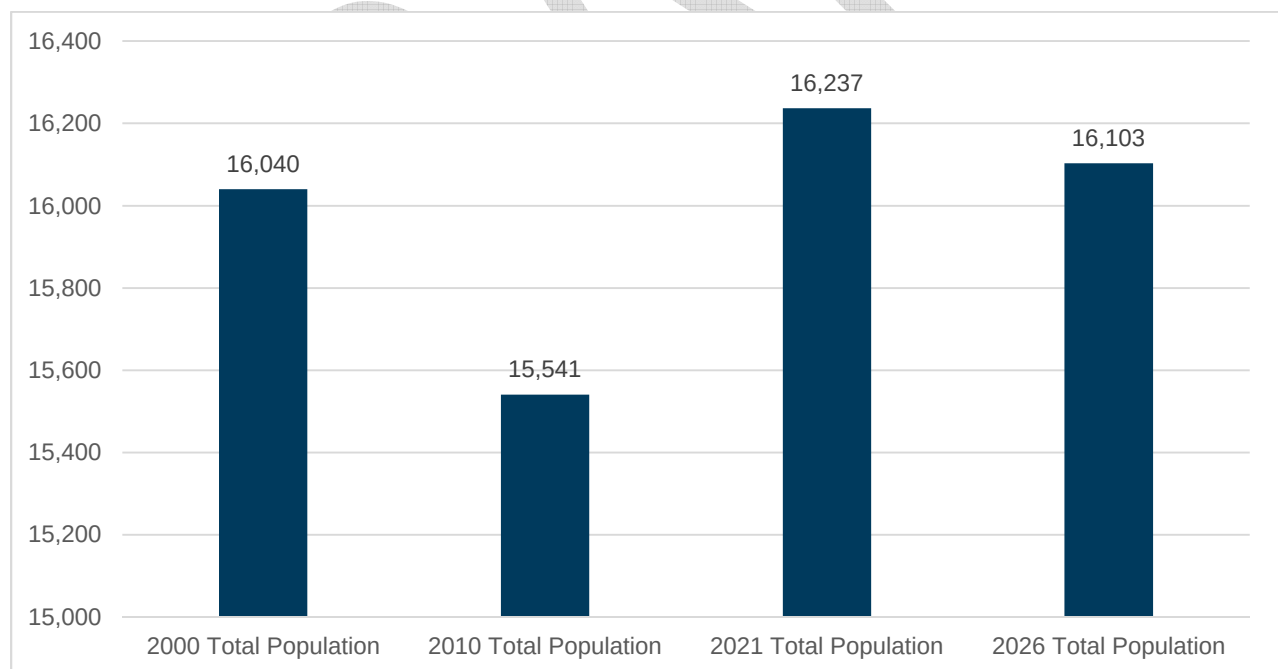
Population

16,237

Since 2000, when the City of Beacon hovered at 16,040 residents – to 2021 with 16,237 residents – the community has not experienced significant growth or decrease in population. From 2010 to 2021, the compound annual growth rate was 0.39%, but is projected to decline to a rate of -0.17% from 2021 to 2026.

The American Community Survey estimated that the population in the City of Beacon was significantly lower than Esri Business Analyst. The American Community Survey estimated that in 2021, the population was 13,769 compared to 16,237 from Esri.

Figure X: Population Change in the City of Beacon



Source: Esri Business Analyst

Age

According to Esri Business Analyst, the median age in the City of Beacon was 41.1 years old, slightly older than the State of New York (39.6) and the United States (38.8).

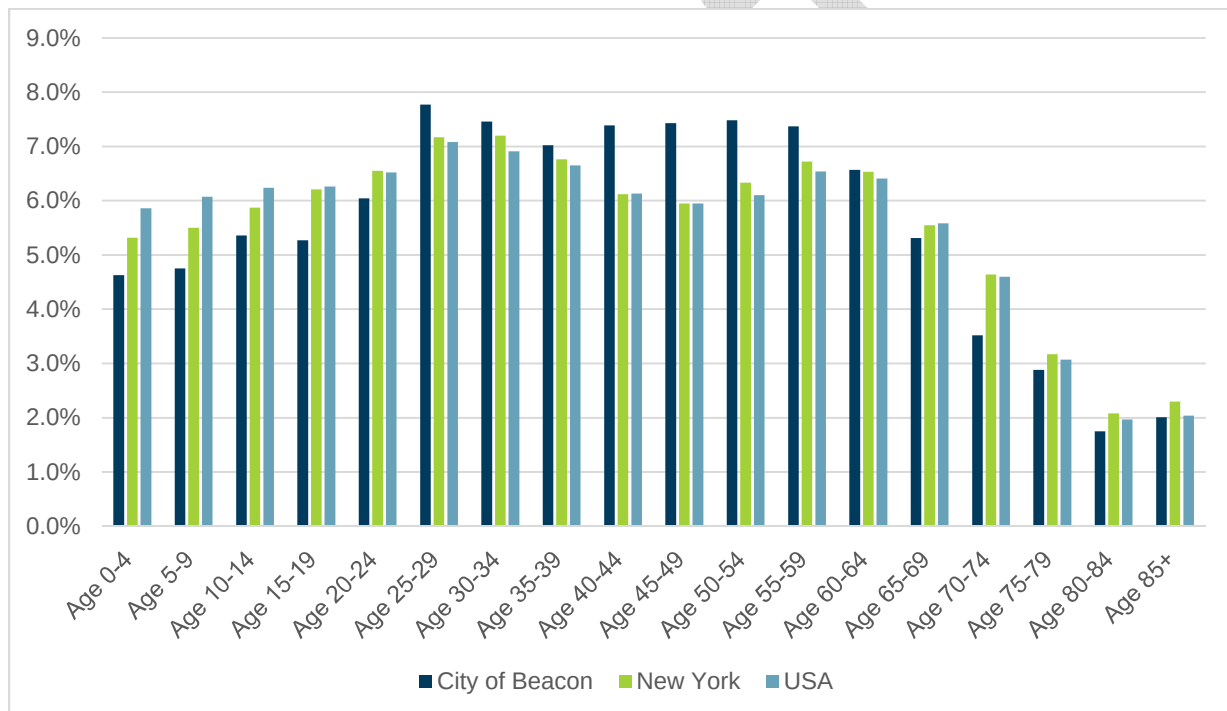
The age distribution in the City of Beacon in 2021 is a reflective of middle age to older adults. The City of Beacon had a higher population of those between 40 and 59 years old than the population of New York State and the United States. Likewise, the City had a smaller population of younger and older residents, as seen in the Figure below.

41.1

Median Age

Source: 2021 Esri Business Analyst

Figure X: Age Distribution Comparison to State of New York, United States



Source: 2021 Esri Business Analyst

Table X below demonstrates the change in age groups amongst residents. From 2010 to 2021, the age group with the most change was 45 to 49 years – growing 1.83% in this age cohort. The population that experienced the largest decline in population was 60 to 64 year olds, with a 1.67% decrease.

Table X: Age Group Distribution from 2010 to 2021

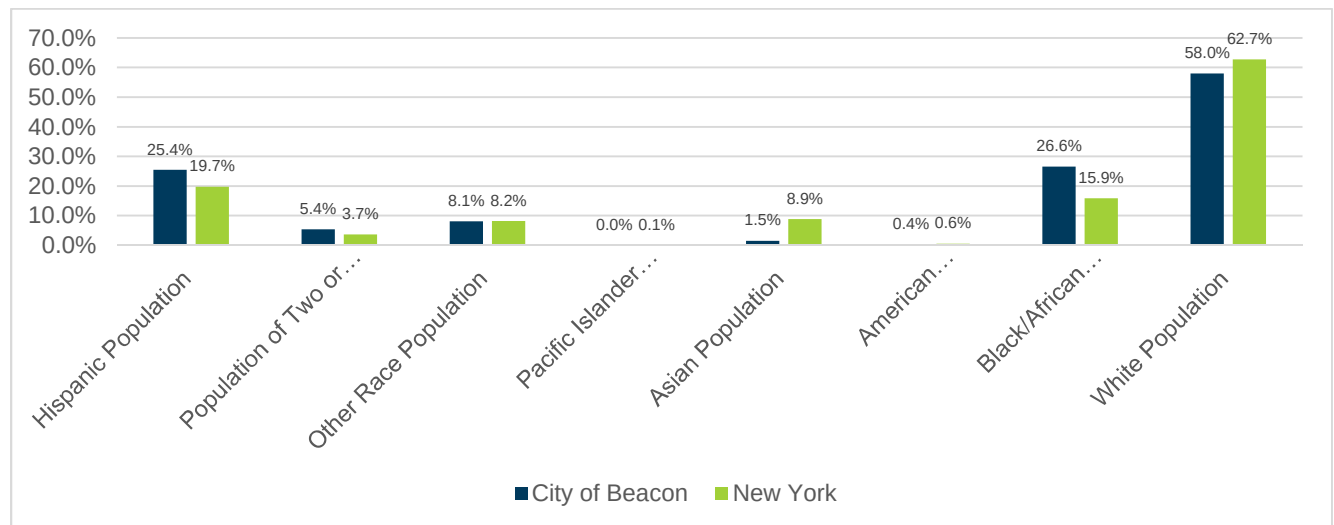
	2010	2021	% Change
Age 0-4	5.22%	4.63%	0.59%
Age 5-9	5.39%	4.75%	0.64%
Age 10-14	5.66%	5.36%	0.30%
Age 15-19	6.25%	5.27%	0.98%
Age 20-24	6.02%	6.04%	-0.02%
Age 25-29	7.07%	7.77%	-0.70%
Age 30-34	7.48%	7.46%	0.02%
Age 35-39	7.29%	7.02%	0.27%
Age 40-44	8.38%	7.39%	0.99%
Age 45-49	9.26%	7.43%	1.83%
Age 50-54	8.59%	7.48%	1.11%
Age 55-59	6.76%	7.37%	-0.61%
Age 60-64	4.90%	6.57%	-1.67%
Age 65-69	3.58%	5.31%	-1.73%
Age 70-74	2.52%	3.52%	-1.00%
Age 75-79	2.16%	2.88%	-0.72%
Age 80-84	1.69%	1.75%	-0.06%
Age 85+	1.79%	2.01%	-0.22%

Source: Esri Business Analyst

Diversity in Beacon

Understanding the race and ethnic character of Beacon residents is important because it is reflective of the diverse history, values, and heritage of the community. The City of Beacon has a population where 25.4% identify as Hispanic origin, compared to the State of New York (19.7%). Black and African American populations make up over a quarter of the population (26.6%) while White or Caucasian residents make up 58% in 2021. Over 5% identified as a population of two or more races and 8.1% identified as a race not identified in the U.S. Census.

Figure X: Race/Ethnicity in City of Beacon



Source: Esri Business Analyst,

People with Disabilities



According to the American Community Survey, 13.4% of Beacon's population in 2020 experienced living with some sort of hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and/or independent living difficulty. This is lower than the state at 11.6% but still reaffirms the importance of inclusive programming and ADA transition plans for parks and facilities.

Types of disabilities within the City of Beacon:

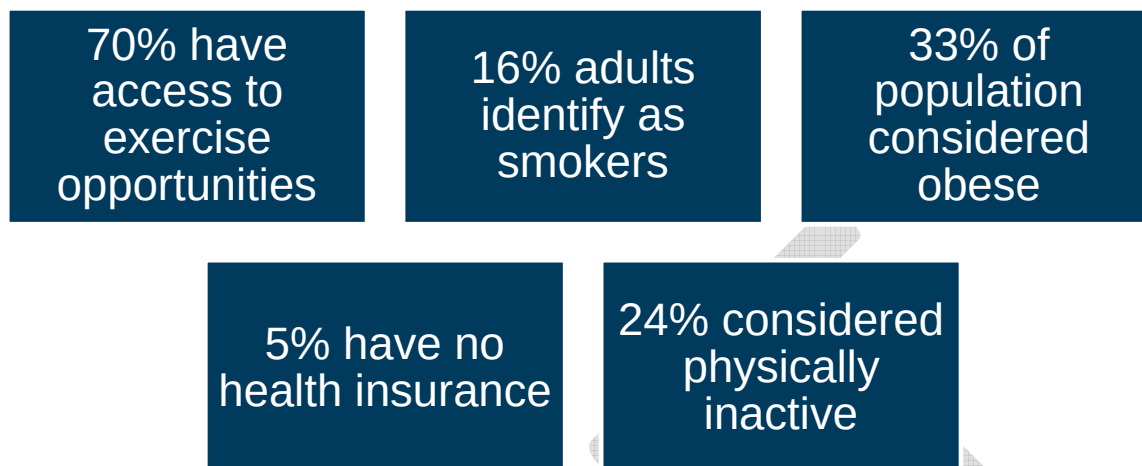
- Hearing difficulty – 3.2%
- Vision difficulty – 1.8%
- Cognitive difficulty – 4.5%
- Ambulatory difficulty – 6.5%
- Self-care difficulty – 2.1%
- Independent living difficulty – 6.5%

Health and Wellness

Understanding the status of a community's health can help inform policies related to recreation and fitness. Robert Wood Johnson Foundation's County Health Rankings and Roadmaps provided annual insight on the general health of national, state, and county populations. Dutchess County, home to the City of Beacon, is ranked among the healthiest counties in New York; in 2020, it ranked 15th out of 62 New York Counties for Health Outcomes. Figure X below provides additional information regarding the County's health data as it may relate to parks, recreation, and community services. The strengths indicated below are those areas where Dutchess County

ranked higher than top U.S. performers or the State of New York. The areas to explore are those where the County ranked lower than the State or top U.S. performers.

Figure X: Dutchess County Health Rankings Overview



Source: Robert Wood Johnson Foundation's County Health Rankings and Roadmaps

A. Existing Facility Inventory

The City of Beacon operates eight park and recreation facilities within the city limits. In addition, there are over a dozen other facilities owned and operated by a variety of groups, including State and Federal agencies, the Beacon City School District, and other non-profit organizations. The park system serves a City population of approximately 14,000 residents.

In 2017, the City of Beacon commissioned a Parks & Recreation Fee Study to assess the condition of recreation facilities within the City and analyze the ratio of park and open space per resident to recommend improvements. Utilizing National Recreation and Park Association (NRPA) guidelines on population-based acreage needs, the study found that when accounting only for City-owned facilities the recommended ratio of 10 acres of parkland for every 1,000 residents was not met. However, when taking into account additional parkland operated by other government and non-profit agencies, sufficient acreage was provided.

The park system consists one large regional park (larger park areas with multiple park facilities; Memorial Park), three neighborhood parks (smaller park areas predominately located within neighborhoods; South Avenue Park, River Front Park, Green Street Park), two specialty park areas (predominately consist of areas with a particular use; Polhill Park, The Settlement Camp), one natural park area (predominately natural conservation area; Hiddenbrooke Park), and one linear park (pedestrian trail or transportation corridor; Fishkill Creek Greenway & Heritage Trail).

Like many communities, the City of Beacon strives to keep up with the demand for programming and facilities within its park system. It has a long-standing relationship with the Beacon City School District to share facilities and offers a variety of programs through partnerships with several local organizations including the Beacon Boulder Project, Beacon Disc Golf, Beacon Girls Softball, Beacon Junior Baseball, Beacon Pop Warner Football, Beacon Sloop Club, Beacon Youth Soccer, Small Tribe Hoops Class, Summer Hoops Basketball, and Wee Play Community Project.

Beacon is currently working with neighboring communities on strengthening connections between regional facilities through the construction of several pedestrian and multi-use trail facilities, including the City of Beacon Greenway Trail, the Beacon / Fishkill Hudson River Trail, and the Fjord Trail to Cold Spring. These projects are currently in various stages of development.

Following is a brief description of each park facility operated by the City. Parks and trails are listed alphabetically.

Fishkill Creek Greenway & Heritage Trail

The Fishkill Creek Greenway and Heritage Trail (FCGHT) began approximately 5 years ago as a master plan to provide pedestrian connections throughout the City of Beacon along Fishkill Creek. While not fully constructed, several key portions have been completed and provide scenic views and important connections throughout the City. Constructed primarily of crushed stone, several amenities have been installed along the completed portions of the trail including benches, trailhead / kiosk signage and dog waste bins.



Agreements are already in place for select parcels that an easement for future trail segments be included in any development plan, with several such areas currently under construction.

- o Paths & Walkways - Comprised primarily of crushed stone, trail is in good condition. Minor ADA compliance issues at street crossings, several of which are already planned for improvement in the near future.
- o Site Amenities - Benches and “Dogipot” stations are located at frequent intervals along completed portions of the trail and are in generally good condition.
- o Signage - Kiosk trailhead located at street crossings are in good condition, some graffiti on board. There is limited wayfinding or identification signage for the trail.
- o Lawn / Greenspace - Lawn was in generally good condition along completed portions of the trail.
- o Trees / Vegetation - Trees, shrubs, and vegetation along the trail were in good condition.

Green Street Park

Green Street Park is a small neighborhood park a little over 1 acre in size. The park contains a variety of amenities for community residents, including an old ball game pole that has become a symbol of the park. Several improvements have been made in recent years, including installation of a new playground area and construction of an ADA accessible parking space. A new plaza space is planned at the corner of the park to improve pedestrian connections.



- o Basketball Court - Pavement cracks were observed in the court surfacing, with extensive patchwork repairs visible. Color surfacing and striping is worn and faded.

- o Playground - Playground was recently installed and is in good condition. Signage is present and poured-in-place safety surfacing appears to be in good condition.
- o Pavilion - Shade pavilion is in good condition. Minor graffiti was observed on the structure. The concrete pad was in good condition, very minor stormwater ponding observed.
- o Site Amenities - Tables and waste bins beneath the pavilion were in good condition.
- o Ball Game Pole - Structure is in fair condition, minor wear observed.
- o Restroom Facility - Restroom structure was in fair condition. There is no ADA route to get to the restrooms, and while paint was in good condition a moderate amount of graffiti was present on the doors and CMU blocks.
- o Parking Area - Asphalt of parking stalls was in good condition, quantity of stalls is limited. One stall is marked as ADA, however no signage was present.
- o Signage - No park sign or wayfinding signage was present.
- o Paths & Walkways - Path is comprised of stone dust with steel edging and is in good condition. Path appeared to be well maintained.
- o Lawn / Greenspace - Turf was in good condition, very few bare spots observed. Ponding was observed in a depressed area at the corner of the park, currently used for stormwater detention area.
- o Trees / Vegetation - Trees were in good condition, but very few located within park area resulting in limited shade.

Hiddenbrooke Park

Hiddenbrooke Park is a unique area within the City of Beacon, with ownership of the overall area split between the City, the County, and private owners. The front portion of the park, which is owned and maintained by the City of Beacon, contains hiking trails, the access driveway, and is predominately comprised of wooded and meadow spaces. Dutchess County manages an area at the rear of the property abutting Mount Beacon. Private residences and an active monastery are located along the northern edge of the property and share the access drive with the City. This split ownership in addition to provisions of the grant used to purchase the property limit potential development opportunities of the park.

- o Hiking Trails - Trails appeared to be in good condition and used frequently by surrounding neighborhoods.
- o Parking Area - Gravel pull-off area is small in size, not adequate for use of park, and in fair condition. The driveway is paved throughout the park and is in good condition.



- o Signage – Signage at the front of the park is embedded in stone pillars. They are in good condition, but difficult to read from a distance.
- o Lawn / Greenspace – Meadow / lawn areas at the front of the site near the entry drive are in good condition, natural condition.
- o Trees / Vegetation – Park is generally a natural area, trees appeared to be in good condition. Deadwood or trees in decline should be removed as necessary, especially around trail areas.

Memorial Park

Memorial Park is the largest active-use park located within the City limits operated by the City. The park is used by the adjacent Middle School for gym classes, practices, and sporting events. A stream is buried beneath the park, and multiple areas have drainage issues ranging from poor drainage to extensive ponding. The park contains numerous sport fields used by youth and adult athletic leagues.

- o Football Fields – The football field is in fair condition with some minor drainage issues including poor drainage and ponding around the goal posts. The field has operational athletic lighting for evening activities, and a support building for the field is operated and maintained by the local Pop Warner football organization. The field is sometimes utilized for other sporting events, and no permanent striping is present.
- o Baseball Fields – There is one full-size, two little league, and one tee-ball baseball fields located within the park. The fields are supported by the Joe Ferrone Memorial Fieldhouse, which contains storage and meeting spaces. The athletic lighting at the large field is currently inoperable. Fencing, backstops, and dugouts at all fields appeared to be in good condition, and the skinned infields were in fair condition with minor weeds and ponding. The outfields and perimeter areas appeared to be in fair condition, with moderate drainage issues ranging from soft soils to ponding. Scoreboards appeared to be in fair condition and the warning tracks were not uniformly installed and appeared to be in fair condition as well.
- o Softball Fields – There are three full size and one youth softball fields located within the park. Athletic lighting is currently inoperable according to City staff. Fencing, backstops, and dugout benches at all fields appeared to be in good condition, and the skinned infields were in fair condition with minor weeds and ponding. The outfields and perimeter areas appeared to be in fair condition, with drainage issues ranging from soft soils to heavy ponding.
- o Soccer Field – Like elsewhere in the park, the field turf is in fair condition however contains numerous ponding areas and heavily saturated soils.



- o Basketball Courts – The basketball courts are in poor condition with extensive drainage issues. The court area itself is situated below grade with a concrete curb as at one point it doubled as an ice rink during winter months. While the ice skating aspect of the court is no longer utilized, the curb prevents runoff from escaping the court area resulting in ponding in excess of 3” after rain events.
- o Tennis Court – The tennis courts are currently unusable and in very poor condition. The court pavement is deteriorated and perimeter fencing is disassembled in some areas. Netting is currently not installed and the court surface has settled in areas and accumulated debris.
- o Skate Park – The skate park is located adjacent to the southern parking lot and located where two additional tennis courts used to be situated. The skate park is community managed, was recently resurfaced and appeared to be in good condition. Fencing was intact, minor ponding observed in some areas.
- o Playground / Tot Lot – Future renovations are currently planned for the Tot Lot area. Safety surface was installed and appeared to be in fair condition, and the fencing was in good condition. Play equipment is a mix of permanent structures and movable toys, appearing to be in fair condition.
- o Natural Play Area – The Wee Woods play area contains fallen logs, rope courses, and other outdoor-themed installations. It appeared to be in good condition.
- o Pavilion – Pavilion structures appeared to be in good condition, minor graffiti was observed.
- o Site Amenities – Many of the bleachers, tables, and benches appeared to be rusted through and in poor condition. Some were missing components (end caps from bleacher rows, etc.) and had minor graffiti.
- o Storage Sheds – The storage sheds appeared to be in good condition. According to City Staff, they are currently too small to meet the needs of the park.
- o Parking Areas – Striping within the parking areas is inconsistent and faded. There is a mix of off-road parking lots and nose-in parking directly off the side of Wilkes Street. The pavement appeared to be in fair condition, with some drainage and ponding issues evident, especially at the southern parking lot.
- o Restroom Facility – The restroom facility appeared to be in good condition. A mural was recently painted on all sides of the structure as a collaborative effort between the community and a local artist, and no graffiti was visible on the structure.
- o Lawn / Greenspace – The turf itself appeared to be in good condition with few bare spots, however there was extensive evidence of poor drainage, with some areas ponding over 3” of water.
- o Trees / Vegetation – Trees within the park were in good condition.

Pete & Toshi Seeger Riverfront Park

Pete & Toshi Seeger Riverfront Park is located to the north of the Beacon MTA Rail Station and is only accessible by Red Flynn Drive. The park contains several basketball courts that are used by various local athletic groups, as well as sand volleyball courts and a large playground. Located on the Hudson River, the park offers scenic views up and down the river when walking along the perimeter trail. A design has been completed for improvements to the park, including reconstructing the basketball courts, expanding the parking area, and improving the pathways.

- o Basketball Courts - The park contains one full and two half size basketball courts. All courts contain extensive pavement cracking, settlement, and patching. The fencing is in poor condition with several gaps and tears in the chain fabric. The court markings are faded, and the backboards have minor graffiti.
- o Volleyball Courts - The sand volleyball courts are in fair condition. The netting appeared to be in good condition and well maintained, and the sand area itself has minor weeds and debris from adjacent trees within them. There is no defined edge to the sand area.
- o Playground - The playground appeared to be in fair condition. Minor graffiti was observed on some play structures, and the safety surfacing lacks an adequate ADA transition from the adjacent walkways. Edging is provided in the form of varied height timber piles.
- o Paths & Walkways - Paved walkways were in poor condition with extensive heaving and cracking evident, caused by the adjacent trees being too large and planted too close to the edge of walk. The gravel trail around the park perimeter was in fair condition, with some rutting and washout observed in spots.
- o Parking Area - The parking area appeared to be in fair condition. Striping was worn and faded, and associated signage was crooked. Minor cracking was observed in the pavement.
- o Site Amenities - Park grills were rusted through and in poor condition. Benches varied in material and size throughout the park; the benches along the perimeter trail were in good condition while others were generally poor. Tables located in the park interior were in similarly poor condition, and minor graffiti was evident on some pieces.



- o Pavilion – The pavilion is in good condition. Concrete pad was in good condition with no cracking, and only minor graffiti was observed on the structure.
- o Shoreline – The rip-rap shoreline armoring appeared to be in good condition and preventing erosion of the park shoreline.
- o Storage Sheds – Storage sheds appeared to be in good condition. The fence around the shed area was in much better condition than that around the courts, and the gate was locked with a chain and lock.
- o Signage – Information signage was in good condition, however there was limited wayfinding signage to get to the park.
- o Lawn / Greenspace – Turf was in good condition, especially in the interior of the park. Appeared to be well draining, some small bare spots were observed near the parking lot.
- o Trees / Vegetation – Trees were in generally good condition, some are located too close to the parking area and paved walkways causing damage to the pavement.

Polhill Park

Polhill Park is a small pocket park located on Main Street in downtown Beacon. It contains the visitor's center for the City and informational mapping and signage, serving as the gateway to the City. A bus stop shelter is located directly adjacent to the park.



- o Visitor Center – Operated by the Chamber of Commerce, the building structure appeared to be in good condition. Would benefit from additional signage.
- o Site Amenities – Tables and benches appeared to be in fair condition. There was a lack of consistent style & material across amenities – some were wood, some plastic, colors did not match, etc.
- o Parking Area – There is no parking area designated for the park – the only available spaces were located at the adjacent Fire Department and were signed to prevent public parking. Only two spaces were available, each for 2-hour EV charging only, and there was one designated stall for Visitor Center employees.
- o Bus Stop Shelter – Appeared to be in good condition, conveniently located to provide public transportation from the Visitor Center.
- o Paths & Walkways – Plaza space appeared to be in fair condition, some weeds & moss growing within the pavers. The path to the visitor center was made of staggered steppingstones and did not appear to be ADA compliant.
- o Signage – Historic marker and welcome sign appeared to be in good condition.

- o Pop-Up Library – The wood structure of the pop-up library appeared to be in fair condition. The door hinge was not flush with the unit. Appeared to be well stocked with books.
- o Lawn / Greenspace – Turf appeared to be in fair condition, some bare spots were evident around the paver area.
- o Trees / Vegetation – Trees were generally in good condition and provided adequate shade over the area. The large evergreen tree is used for holiday displays in the winter.

Settlement Camp

The Settlement Camp is a unique property within the City of Beacon. The City currently leases the land from the New York State Office of Parks, Recreation and Historic Preservation (NYS-OPRHP) to operate a summer camp during the summer. The camp runs two, 2-week long sessions with approximately 70 kids attending per session. In addition to camp buildings, the park also contains an old barn used as a drive in theater in the summer months that can accommodate around 30 vehicles, and is also rented out as a wedding venue that can accommodate between 100 and 125 guests. Buildings located on site not operated for summer camp purposes or as part of the wedding venue are generally dilapidated, spread throughout the property and not usable. There are approximately 50 total structures within the park area.

- o Disk Golf – The disk golf course is operated by a volunteer group and occupies one of the buildings within the park. The building is in fair condition, appropriately signed, and the notice board and course elements appeared to be in fair condition as well.
- o Pool Facility – A fiberglass lined pool, the filter building and equipment was upgraded when the property was leased by the City. It is currently permitted by DOH (with some items grandfathered in) and operated during the summer months. The pool appeared to be in fair condition and has a unique configuration as the pool deck slopes around it, resulting in a retaining-wall like effect at the one end of the pool.
- o Theater Building – Building is in good condition, currently used for drive-in movies organized by the City and rented out by the City to residents as a wedding venue. It is very popular and used frequently.
- o Summer Camp Buildings – Approximately 5 of the structures in the park located along the main loop road are used for summer camp activities by the City during the summer. The buildings are in generally fair condition with some loose boards, clutter, broken windows, etc. Intent is to provide a wilderness experience within City limits for kids.
- o Summer Camp Barn – The large barn is in fair condition and contains a rock climbing used by the Beacon Boulder Club as well as space for the local garden club.

- o Misc. Structures – Other buildings in the property are diffuse, spread out, and in very poor condition. City currently has no plans to renovate or restore these buildings as they are in too poor condition and too spread out to be adequately used for City events.
- o Homestead Building – This building is in good condition and currently houses the Hudson River Sloop Clearwater, Inc. organizational offices. It is somewhat underutilized and contains a lot of empty rooms.
- o Parking Area – Parking is inadequate to accommodate peak summer traffic and event crowds. The roads and parking areas are comprised of dirt and/or gravel, with no paved access roads.
- o Signage – There is limited signage on site, very few wayfinding signs within the park or leading to the park.
- o Lawn / Greenspace – The lawn areas were in good condition, very few bare spots observed.
- o Trees / Vegetation – The park is primarily a natural area, trees appeared to be in good condition.



South Avenue Park

South Avenue Park is a large neighborhood park adjacent to the Beacon Recreation Department building. Just under 7 acres in size, the park contains several athletic court facilities and amenities. The park can be accessed by a parking lot off South Avenue or from the Recreation Department building. It is surrounded by a mix of single-family homes, apartment complexes, and Beacon Housing Authority residences. South Avenue Elementary School is located one block north of the park.

- o Tennis Courts – Two tennis courts are located at the northwest corner of the park and are in fair condition. Net assemblies were in good condition; however, the court surfacing contains numerous cracks and the fencing around the court is in poor condition. The timber retaining wall supporting the courts is deteriorating, and there are currently plans to replace the wall soon.
- o Basketball Court – The court surfacing is in good condition with minor cracking evident near the hoop assemblies. Minor graffiti was evident, fencing was in fair condition, and the court lighting appeared to be in good condition. As with



the tennis court, the timber retaining wall is deteriorating and is planned for replacement.

- o Horseshoe Court - Wood framing is deteriorating and there is extensive debris and weeds growing within the play area. Difficult to access and infrequently used according to City staff.
- o Shuffleboard Court - Wood framing is deteriorating and there is extensive debris and weeds growing within the play area. Difficult to access and infrequently used according to City staff.
- o Bocce Ball Court - Wood framing is deteriorating and there is extensive debris and weeds growing within the play area. Difficult to access and infrequently used according to City staff.
- o Community Garden - Located outside of the Recreation Department, the garden is in good condition and well maintained.
- o Multi-Use Open Field - Turf is in good condition, minor drainage issues evident.
- o Multi-Use Paved Area - Large crack observed through center of pavement, pavement is in poor condition, extensive debris and weeds growing within the pavement area.
- o Playground - Playground equipment and safety surfacing appeared to be in good condition. Some graffiti observed on play equipment, and there is no ADA accessible route to the playground.
- o Parking Areas - Main parking area off South Avenue is in fair condition, striping is very faded and there is limited lighting. Pavement is in good condition. Parking at the Recreation Department Building is in good condition, used primarily by City staff.
- o Signage - No signage in parking lot, one small sign to identify park located on light pole at South Avenue parking area.
- o Pavilion - Located adjacent to the Recreation Department Building, pavilion appeared well maintained and in good condition.
- o Paths & Walkways - Asphalt paths are in poor condition with moderate cracking and heaving present throughout the path system. Several areas appeared to be constructed on slopes that were not ADA compliant.
- o Lawn / Greenspace - Turf was in good condition, very few bare spots observed. Some minor drainage issues were evident.
- o Trees / Vegetation - Trees appeared to be in good condition, located throughout the park area.

Recreation Department Building at South Avenue Park (23 West Street)

Home of the City Recreation Department. Building includes Recreation Department offices, a small gym area, and one classroom area for educational opportunities and gatherings.

Additional City Owned/Operated Facilities

- Beacon Housing Authority - Grocery Distribution, Hair Salon (residents only)



- Camp Beacon (use to be determined) - Former low security work camp
- City of Beacon DPW Facility - Community Flex Space
- Former Beacon Fire Department HQ - (use to be determined) - Potential Community Flex Space
- Memorial Building - Community Flex Space, VFW

Alternative Service Provider Facilities

Beacon City School District Facilities

- Beacon High School - Pool, Gymnasium, Weight Room, Theatre, Community Flex Space, Tennis Courts (8), Baseball Field (1), Softball Field (1), Soccer Fields (2), Multi-Sport Turf Field (1)
- Glenham Elementary - Gymnasium, Playground (2), Multi-use Grass Field, Baseball Field (1)
- J.V. Forrestal Elementary - Gymnasium, Community Garden, Playground
- Rombout Middle School - Multi-use Grass Field,
- Sargent Elementary - Playground, Beacon Soccer Club Complex, Gymnasium
- South Ave Elementary - Playground, Basketball Courts



Faith Based Organization Facilities

- Christ Church United Methodist
- Cedar Street Building
- Delavan St Building
- Hanna Lane Building
- Leonard Street Building
- Route 52 Building
- South Ave Building
- Union Street Building

Additional Facilities

- Dennings Point State Park - Trails
- Dia Beacon - Art Gallery, Community Flex Space
- Elks Lodge/ Beacon Elks - Community Flex Space
- Fishkill Correctional Community Center - Community Flex Space (Staff Only)

- Former Beacon High School – Art Studios
- John Street Building
- Long Dock Park – Hudson River Sloop Clearwater, Kayak Launch, Trails
- Madam Brett Park - Trails
- Main Street Building
- Main Street (Outdoor Events)
- Mount Beacon Park – Trails, Observation Tower
- Riverfront Park + Building
- Salvation Army



B. Existing Program Inventory

The City of Beacon operates recreation programs within the city limits. In addition, there are over a dozen other programs offered by a variety of groups, including Scenic Hudson, the Beacon City School District, and several other non-profit organizations.

The City of Beacon Recreation Department offers an array of recreation programs that seeks to meet the needs of its diverse community. For the purpose of this inventory assessment, programming of the department is grouped in the following categories: Clubs & Organizations, Community Outreach, Faith Based Organizations, Festivals & Events, Programmed Classes, and Sports.

Following is a brief description of each program category provided by City or an alternative service provider within the City of Beacon.

Program Categories

Clubs & Organizations – A variety of clubs and organizations sponsor events and programs for Beacon residents from the Beacon City School District Parent Teacher Organizations (PTO's) at each of the elementary schools, to the Sargent Downing Community Gardens and youth scout troops. Many organizations sponsor and co-sponsor events with the Beacon Recreation Department.

Community Outreach – The city and many alternative service providers offer a variety of community outreach programs throughout the city. From community benefit events through the American Red Cross and Salvation Army to environmental advocacy through the Hudson River Sloop Clearwater and the Conservation Advisory Committee, a variety of programs are offered to enhance the quality of life for Beacon's residents. Programs and activities in healthy lifestyles, wellness, and advocacy are presented to meet that objective, as well as to provide a socialization avenue for residents of Beacon.

Faith Based Organizations – Beacon is home to a variety of faith based organizations which provide a variety of programs, events, and festivals at their respective facilities.

Festivals & Events - Both City-produced and co-sponsored festivals and events offer diverse cultural and recreational experiences to citizens and visitors while providing a strong economic impact on the region . City produced festivals work to support the local community through involvement in several other ways including: input to the operations of the events themselves; direct involvement along the lines of providing opportunity for local artists/exhibitors and non-profit organizations; consideration of local businesses; and minimizing negative impact to the local community .

Programmed Classes - A variety of programs for all ages are provided in classes that include fitness, enrichment, and sport programs. In addition, informal activities such

as arts and crafts, after-school programs, and senior exercise classes are offered in city buildings, schools, and parks throughout the city.

Sports - Sports programming for youth and adults is provided in baseball, basketball, cheerleading, disc golf, football, soccer, and softball. Softball is provided for adults 35 and over. Youth sports opportunities are available through Department programs as well as youth sports organizations that utilize the parks and schools in City for their league activities.

Clubs & Organizations

Boy Scouts Beacon Pack 3001
Girl Scouts Beacon
J.V. Forrestal Elementary PTO
Lesuer Club meetings
Navigators

Relatives As Parents Program
(RAPP) Meetings
Sargent Downing Gardens
Sargent Elementary PTO
South Ave Elementary PTO

Community Outreach

American Red Cross
ARF Rabies Clinic
Beacon Mutual Aid
Beacon Nutrition Advisory
Committee
CCEDC Green Teen
Conservation Advisory Committee
Dog Training with Leroy

Hudson River Sloop Clearwater
Human Relations Commission
Meetings
Mason's Community Xmas party
Open Arms Saturday Food Pantry
Recreation Committee Meetings
Salvation Army
Wee Play Community Project

Faith Based Organizations

Beacon Hebrew Alliance
Christ Church United Methodist
Faith Temple
First Presbyterian Church
Masjid Ar Rashid

Saint Andrew/Luke Episcopal
Salem Tabernacle
St Joachim Church
Star of Bethlehem Baptist Church
Tabernacle of Christ Church

Festivals & Events

4th Of July Fireworks
Antalek Softball Tournament
Arbor Day
ARF 5K Run
BAP Events
BCSD Kindergarten Block Party
Beacon Sloop Club
Beacon Sloop Club
City-Wide Yard Sale
Club Draw Picnic
Compass Arts Summer Shows
Dutchess County Senior Picnic

Earth Day Cleanup
Easter at Memorial Pak
Goodfellas Softball Tournament
Guns & Hoses Softball Tournament
Hits For Hope Softball Tournament
HRCBF
Hudson Valley Volleyball
Tournaments
I Am Beacon 5K
I Am Beacon Back To School Event
Rock Out For Mental Health Festival
South Ave Community Cookout

Special Olympics-Annual Meet
Story Screen Drive In

Programmed Classes
After School Programs (JV Forrestal
Elementary, Sargent Elementary,
South Ave. Elementary)
Aqua Zumba
Beacon Boulder Project
Camp @ the Camp
Community Drum Circle
Dutchess BOCES GED Class
Dutchess County Division of Aging
Services

Sports

BCSD Baseball and Softball
Beacon Bears Cheerleading
Beacon Bears Youth Football
Beacon Disc Golf
Beacon Girls Softball
Beacon HOOPS
Beacon Junior Baseball
Beacon Youth Soccer
Men's Over 35 Softball
Men's Winter Basketball
RAMPS at Memorial Park Skate Park
Women's Summer Softball

Tree Lighting

DXF Fitness Class
Multi-Sport Camp
Sunday Painters class
Tai Chi class
The Beacon Pool
Thursday Painters
Youth Swim Lessons
Youth Tennis Clinic

City of Beacon City Council Agenda
06/06/2022

Title:

Notice of Meeting Location - June 6, 2022

ATTACHMENTS

[Notice of Meeting Location June 6, 2022](#)



NOTICE OF PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE that the City of Beacon City Council will be holding the City Council Meeting of June 6, 2022 in the Courtroom at 1 Municipal Plaza, Beacon, NY 12508. The meeting will simultaneously be streamed via Zoom. The public can attend and comment in the Courtroom, or access the meeting via Zoom at

<https://us02web.zoom.us/j/86919893837?pwd=VmFpRVlFT1ZhSkcyRG1Obm1oYlI3QT09>

Webinar ID: 869 1989 3837 Passcode: 441729. To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 869 1989 3837 Passcode: 441729.

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of June 6, 2022 at 7:00 pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda

06/06/2022

Title:

Resolution No. 72 - Setting a Public Hearing for a Proposed Local Law to Allow Members of the City Council of the City of Beacon to Participate in meetings via Videoconferencing

ATTACHMENTS

Draft Local Law to Allow Members of the City Council of the City of Beacon to Participate in meetings via Videoconferencing

Draft Videoconferencing Policy

Virtual Meetings Permitted Under the NYS OML Chart

Resolution Setting a Public Hearing for a Proposed Local Law to Allow Members of the City Council of the City of Beacon to Participate in Meetings via Videoconferencing

CITY COUNCIL
CITY OF BEACON

LOCAL LAW TO ALLOW MEMBERS OF THE CITY COUNCIL OF THE CITY OF
BEACON TO PARTICIPATE IN MEETINGS VIA VIDEOCONFERENCE

A LOCAL LAW to
allow members of City
Council of the City of
Beacon to participate in
meetings via
videoconference.

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

Section 1. Legislative Intent

It is the intent of this Local Law to give members of the City Council the authority to participate in meetings via videoconference in a manner consistent with the authority granted in Public Officers Law § 103-a.

Section 2. Authority

This Local Law is adopted pursuant to Public Officers Law § 103-a which expressly permits the City Council to adopt a local law to authorize the use of videoconferencing for itself. Members of the City Council may participate in meetings via videoconference from locations not accessible to the public so long as a quorum of the City Council participates from locations where the public may be physically present, and all conditions set forth in Public Officers Law § 103-a are met.

Section 3. Videoconferencing for Public Meetings

The City Council of the City of Beacon hereby authorizes members of the City Council to participate in meetings using videoconferencing technology in a manner consistent with Public Officers Law § 103-a.

Section 4. Virtual Meetings Permitted Under Public Officers Law, Article 7 For All
Public Bodies in the City of Beacon

The provisions of this Local Law and Public Officers Law § 103-a do not limit the existing authority set forth in the Public Officers Law which allows all public bodies to virtually connect multiple public locations from which members and the public may attend. Public bodies may continue to hold proper open meetings by videoconference from multiple physical

locations which are identified in the meeting notice, open to the public and connected virtually together by videoconference. The provisions of this Local Law expand further the authority of the City Council to allow its members to participate in a meeting using videoconferencing technology under limited circumstances when the member's location is not open to in-person public attendance.

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 6. Effective date.

This chapter shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York.

VIDEOCONFERENCING POLICY
GOVERNING CITY COUNCIL MEMBER AND PUBLIC ATTENDANCE
UNDER SECTION 103-a OF THE OPEN MEETINGS LAW

A. Introduction

The City of Beacon recognizes the benefits of allowing members of the City Council to attend meetings using videoconferencing technology. On ____, 2022, the Council of the City of Beacon adopted a local law to authorize the use of videoconferencing for itself. This Videoconferencing Policy shall govern member and public attendance and participation when City Council members choose to attend public meetings via videoconferencing technology under Section 103-a of the Open Meetings Law.

This Videoconferencing Policy shall be posted on the City's website.

B. Virtual Meeting Attendance by Board Members

1. Members of a public body shall be physically present at all meetings of such public body unless such member is unable to be physically present at any such meeting location due to the following extraordinary circumstances:
 - a. Disability;
 - b. Illness;
 - c. Health Concerns;
 - d. Caregiving Responsibilities;
 - e. Business Trips; or
 - f. Other significant or unexpected factor or event which precludes the member's physical attendance at such meeting.
2. The majority of the City Council must conduct the public meeting from a physical location or locations where the public can attend. A physical location is any location identified in the meeting notice that is open to in-person public attendance.
 - a. For example, no less than four members of the City Council must conduct the meeting in the same physical location or locations where the public can attend the meeting. If two City Council members are sick and two City Council members are on vacation, the public meeting must be cancelled because only three City Council members are available to meet in-person (or in any physical location open to the public). All four members cannot participate in the public

meeting using videoconference from a location that is not open to in-person public attendance.

- b. The City Council may conduct a meeting where three members attend the meeting from City Hall, two members attend using videoconference where their physical locations are open to the public and such locations have been identified in the meeting notice, and two members attend using videoconference where their location is not open to the public.
3. Board members wishing to attend a public meeting using videoconferencing technology from a location not open to the public, must advise the Mayor and the City Administrator as early as possible before the scheduled meeting that they are unable to be physically present at the meeting. The public notice for such meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available and identify the physical location or locations for the meeting where the public can attend.
 - a. If a City Council member plans to attend a meeting using videoconferencing technology from a location open to the public, such member must advise the Mayor and the City Administrator at least 72 hours before the meeting to ensure that the City has enough time to post the required public meeting notice. The public notice for such meeting shall inform the public that videoconferencing will be used and shall identify the location for the meeting, and state that the public has the right to attend the meeting at any of the locations.
4. Except in the case of executive sessions conducted pursuant to Public Officers Law § 105, the City Council shall ensure that all members can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. Any City Council member attending a public meeting via videoconferencing technology must have their video turned on for the duration of the meeting.
5. During the meeting the Mayor shall announce the name or names of those members participating remotely. This information shall be included in the minutes.
6. Each meeting conducted using videoconferencing shall be recorded and such recordings posted or linked on the public website of the public body within five business days following the meeting and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request.
7. If videoconferencing technology is used to conduct a meeting from locations not open to the public, the public body shall provide the opportunity for members of the public to view such meeting via video, and to participate in proceedings via

videoconference in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation or testimony as in-person participation or testimony.

8. If a vote takes place during the meeting, the remote attendee will be entitled to participate in the vote as usual. The remote attendee will be asked directly what their vote is. The Mayor shall conduct a roll call vote of those members attending remotely.
9. Meetings that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines.

C. Exemptions

1. The provisions of this Policy and Public Officers Law § 103-a do not limit the existing authority set forth in the Public Officers Law which allows all public bodies to virtually connect multiple public locations from which members and the public may attend. The City's public bodies may continue to hold proper open meetings by videoconference from multiple physical locations which are identified in the meeting notice, open to the public and connected virtually together by videoconference.
2. The in person participation requirements set forth in this Policy and Public Officers Law § 103-a(2)(c) shall not apply during a state disaster emergency declared by the Governor pursuant to Executive law § 28, or a local state of emergency proclaimed by the Mayor of the City of Beacon pursuant to Executive Law § 24, if the Governor or the Mayor determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in person meeting.

D. Virtual Meeting Etiquette for Board Members

1. Board members that attend a public meeting via videoconferencing must comply with the following rules:
 - a. Be on time.
 - b. Keep your camera on at all times.
 - c. Ensure your technology works correctly.
 - d. Wear appropriate clothing.

- e. Frame the camera correctly.
- f. Have the right light.
- g. Look into the camera.
- h. Pay attention.
- i. Mute yourself when not speaking.
- j. Ensure others are not in the room to cause distractions.
- k. Maintain appropriate backgrounds.
- l. Silence all background noises.
- m. Ensure your displayed participant name is correct.

E. Public Participation via Videoconferencing Technology

1. Questions will be answered in the order they are received. Participants attending a meeting via videoconferencing technology shall be called upon to speak following in-person speakers.
2. Participants must use the “Raise Hand” function to verbally ask a question. To raise one’s hand, click the “Participants” button in the bottom toolbar, then click the “Raise Hand” button at the bottom of the “Participants” dialogue box. Participants who have joined the meeting solely via phone can dial *9 to raise their hand.
3. Virtual meeting participants must wait until authorized to speak by the Mayor. Only virtual speakers with a digital hand raised shall be called upon to speak.
4. Participants shall not type any questions or comments in the chat box. Chats sent privately through a private chat box will show up on the administrator’s downloaded transcript.
5. Participants must mute themselves when not speaking to cut down on background noise.

Adopted on _____

**SUMMARY OF
VIRTUAL MEETINGS PERMITTED
UNDER THE NEW YORK STATE
OPEN MEETINGS LAW**

	Existing Authority under OML Section 104(4) to Use Videoconferencing for Attendance (Not Impacted by Section 103-a)	OML Section 103-a- Videoconferencing by Public Bodies (2022 Amendment)	Amendment to OML Allowing Virtual Meetings Under COVID State Disaster Emergency Set Forth in Executive Order 11
Who can conduct virtual meetings?	All public bodies	Only public bodies authorized by Local Law	All public bodies
Is in-person attendance required by the public?	Yes - required at all locations where a board member is participating from.	Partially – the majority of the board must be in the same physical location or locations. The public can be excluded from the remote locations of a minority of the board.	No
Can a public board member attend via audio?	No - videoconferencing only	No-videoconferencing only. Members of the public body participating virtually must be seen at all times.	Yes- board members can attend a meeting using only audio or video services.
Must the meeting be recorded?	No	Yes	Yes
Does a transcript of the meeting have to be made available to the public?	No	A transcript of the meeting must only be provided upon request.	Yes – meeting must be later transcribed.

If a board member attends a meeting virtually, does the public have to be permitted to attend virtually?	No (The public can attend all physical locations of the meeting included in the public notice. The public does not have to be provided a link to attend the meeting virtually.)	Yes	No
If a board member attends a meeting via videoconference must the location of the virtual board member be included in the meeting notice?	Yes - and public must be invited to attend said location.	No	No
Are extraordinary circumstances required to permit board members to attend a meeting virtually?	No	Yes – Reasons authorizing virtual attendance must be set forth in a written policy adopted by the legislative body	No
Is there a limit to how many members can attend virtually?	No limit	Yes - only a minority of the board may attend virtually from a location not open to the public.	No limit
Is a local law required to allow members of the public body to attend the meeting via videoconferencing?	No	Yes	No
Expiration	No Expiration - Public bodies can continue to utilize the existing provision of the OML (Section 104(4)) regardless of whether the governing body adopts a local law to utilize Section 103-a.	Expires and deemed repealed on July 1, 2024	Expires and deemed repealed upon the expiration or termination of the state disaster emergency declared pursuant to executive order 11 of 2021 or any extension or modification thereof. The state disaster emergency is currently set to expire on May 15, 2022.
Exceptions	No exceptions	1. Through June 8, 2022 , all public bodies can meet without permitting in	No exceptions

		public-in-person access to meetings, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed. 2. The in-person participation requirements of OML § 103-a do not apply during a state disaster emergency or a local state of emergency, if the public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting.	
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**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 72 OF 2022

**RESOLUTION SETTING A PUBLIC HEARING FOR JUNE 21, 2022 FOR A PROPOSED
LOCAL LAW TO ALLOW MEMBERS OF THE CITY COUNCIL OF THE CITY OF BEACON
TO PARTICIPATE IN MEETINGS VIA VIDEOCONFERENCING**

BE IT RESOLVED THAT the City Council hereby sets a public hearing for June 21, 2022 for a proposed local law to allow members of the City Council of the City of Beacon to participate in meetings via videoconferencing.

Resolution No. 72 of 2022			Date: June 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
06/06/2022

Title:

Resolution No. 73 - Ratifying Zachary Monroe to the City of Beacon Fire Department

ATTACHMENTS

Fire Chief Memorandum for the Ratification of Zachary Monroe to the Beacon Fire Department

Resolution Ratifying the Appointment of Zachary Monroe as a Volunteer to the City of Beacon Fire Department



FIRE DEPARTMENT

**13 South Avenue
Beacon, New York 12508**

To: Mayor Lee Kyriacou, City Administrator Chris White, and the City of Beacon City Council

From: Fire Chief Gary Van Voorhis

Date: May 13, 2022

Subject: Request for ratification of a Volunteer Firefighter

Please accept this request for the following volunteer firefighter to join the Beacon Fire Department.

Zachary Monroe
31 Verplanck Ave
Beacon

Zachary Monroe has successfully passed the Dutchess County Sheriff's background checks.
Zachary Monroe has passed his physical and will begin the required volunteer training.

Respectfully,

Chief Gary Van Voorhis



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 73 OF 2022

**RESOLUTION RATIFYING THE APPOINTMENT OF ZACHARY MONROE AS A
VOLUNTEER TO THE CITY OF BEACON FIRE DEPARTMENT**

WHEREAS, Chapter 31, Section 6 of the Code of the City of Beacon requires the City Council to ratify the appointment of volunteer firefighters recommended by the Fire Chief; and

WHEREAS, the City of Beacon Fire Chief has recommended the appointment of Zachary Monroe to the position of volunteer firefighter.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Beacon City Council hereby ratifies the appointment of Zachary Monroe to the position on volunteer firefighter in the Beacon Fire Department.

Resolution No. 73 of 2022				Date: June 6, 2022			
☐ Amendments				☐ 2/3 Required			
☐ Not on roll call.				☐ On roll call			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
06/06/2022

Title:

Resolution No. 74 - Approving My Four Daughters Realty Corp 2021 Tax Certiorari Settlement

ATTACHMENTS

[Resolution Approving My Four Daughters Realty Corp 2021 Tax Certiorari Settlement](#)



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. 74 OF 2022**

**RESOLUTION RE: CERTIORARI SETTLEMENT –
MTR. OF MY FOUR DAUGHTERS REALTY CORP. v. ASSESSOR OF THE CITY OF BEACON
ET AL. (SUP CT. DUTCHESS CO. INDEX NO. 52840/21) –
SETTLEMENT OF 2021 TAX CERTIORARI PROCEEDING**

WHEREAS, a tax certiorari proceeding, titled *Mtr. of My Four Daughters Realty Corp. v. Assessor of the City of Beacon, et al.* (Sup. Ct. Dutchess Co. Index No. 52840/21), is pending before the Supreme Court, Dutchess County; and

WHEREAS, this proceeding challenges the 2021 assessment of real property located at 121-123 Rombout Avenue, which is identified as Parcel No. 5954-35-794799 on the Tax Map of the City of Beacon; and

WHEREAS, a proposed settlement has been reached by and between My Four Daughters Realty Corp. and the City of Beacon, providing for a disposition of this litigation; and

WHEREAS, the City of Beacon has obtained the advice and assistance of its counsel, Keane & Beane, P.C., with respect to the proposed settlement terms and has duly considered same; and

WHEREAS, under the settlement terms, the City will be liable for a City tax refund in the amount of One Thousand Four Hundred Twenty-Two and 00/100 (\$1,422.00) Dollars;

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the settlement of this proceeding so that the following adjustment is made to the real property tax assessment of the above-described tax parcel:

<u>Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2021	\$3,000,000	\$2,880,000	\$120,000

BE IT FURTHER RESOLVED, that counsel for the City of Beacon, Keane & Beane, P.C., together with the City Administration, is hereby authorized to undertake such action as necessary to confirm and effectuate this settlement, including execution of the Consent Judgment incorporating the settlement terms.

Resolution No. 74 of 2022			Date: June 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
06/06/2022

Title:

Resolution No. 75 - Approving Stellar Kids LLC 2021 Tax Certiorari Settlement

ATTACHMENTS

[Resolution Approving Stellar Kids LLC 2021 Tax Certiorari Settlement](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 75 OF 2022

**RESOLUTION RE: CERTIORARI SETTLEMENT –
MTR. OF STELLAR KIDS LLC v. ASSESSOR OF THE CITY OF BEACON ET AL.
(SUP CT. DUTCHESS CO. INDEX NO. 52855/21) –
SETTLEMENT OF 2021 TAX CERTIORARI PROCEEDING**

WHEREAS, a tax certiorari proceeding, titled *Mtr. of Stellar Kids, LLC v. City of Beacon, et al.* (Sup. Ct. Dutchess Co. Index No. 52855/21), is pending before the Supreme Court, Dutchess County; and

WHEREAS, this proceeding challenges the 2021 assessment of real property located at 375-389 Main Street, which is identified as Parcel No. 5954-36-996800 on the Tax Map of the City of Beacon; and

WHEREAS, a proposed settlement has been reached by and between Stellar Kids, LLC and the City of Beacon, providing for a disposition of this litigation; and

WHEREAS, the City of Beacon has obtained the advice and assistance of its counsel, Keane & Beane, P.C., with respect to the proposed settlement terms and has duly considered same; and

WHEREAS, under the settlement terms, the City will be liable for a City tax refund in the amount of One Thousand Two Hundred Seventy-Nine and 80/100 (\$1,279.80) Dollars;

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the settlement of this proceeding so that the following adjustment is made to the real property tax assessment of the above-described tax parcel:

<u>Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2021	\$1,358,000	\$1,250,000	\$108,000

BE IT FURTHER RESOLVED, that counsel for the City of Beacon, Keane & Beane, P.C., together with the City Administration, is hereby authorized to undertake such action as necessary to confirm and effectuate this settlement, including execution of the Consent Judgment incorporating the settlement terms.

Resolution No. 75 of 2022			Date: June 6, 2022				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
06/06/2022

Title:

Resolution No. 76 - Authorizing the City Administrator to Execute an Agreement with Granicus, LLC for Short Term Rental Monitoring

ATTACHMENTS

Granicus, LLC Service Proposal

Resolution Authorizing the City Administrator to Execute an Agreement with Granicus, LLC for Short Term Rental Monitoring



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Beacon NY

Granicus Proposal for Beacon NY

ORDER DETAILS

Prepared By:	Kester Bonsu
Phone:	
Email:	kester.bonsu@granicus.com
Order #:	Q-190558
Prepared On:	05/27/2022
Expires On:	06/30/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	107 Rental Listings	\$4,333.50
Compliance Monitoring	Annual	107 Rental Units	\$2,166.75
SUBTOTAL:			\$6,500.25

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Beacon NY to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-190558 dated 05-27-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-190558 dated 05/27/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Beacon NY	
Signature:	
Name:	
Title:	
Date:	



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 76 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH GRANICUS, LLC FOR SHORT TERM RENTAL MONITORING
SERVICES**

WHEREAS, the City of Beacon desires monitoring services for short term rentals located in the City of Beacon; and

WHEREAS, Granicus, LLC (“Granicus”) provides the above services and is willing and able to extend the same to City of Beacon.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an Agreement with Granicus for Short Term Rental Monitoring Services, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 76 of 2022			Date: June 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
06/06/2022

Title:

Resolution No. 77 - Authorizing the Mayor to Execute an Agreement with the County of Dutchess for Reimbursement for Short Term Rental Monitoring

ATTACHMENTS

[Draft Agreement with County of Dutchess for Reimbursement for Short Term Rentals Monitoring](#)

[Resolution Authorizing the Mayor to Execute an Agreement with the County of Dutchess for Reimbursement for Short Term Rental Monitoring](#)

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, 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 municipal corporation, whose address is One Municipal Plaza, Beacon, New York 12508 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines “municipal corporation” as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a “municipal district” as a county or town improvement district, among other things, and

WHEREAS, Granicus, LLC, (hereafter “Granicus”) through County Contract No. 18-0009-12/18-FI, has agreed to allow local municipalities to purchase Address Identification and Compliance Monitoring modules at a reduced rate, and

WHEREAS, the Municipality has requested that the County of Dutchess reimburse them for the modules they purchased from Granicus, and

WHEREAS, by Resolution No. 2021179, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into an intermunicipal agreement with any city, town, village, or other unit of local government who requested that the County reimburse them for the Address Identification and Compliance Monitoring modules they purchased from Granicus, and

WHEREAS, by Resolution No. 2021179, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide reimbursement for the Address Identification and Compliance Monitoring software modules purchased from Granicus, by any city, town, village, or other unit of local government, and

WHEREAS, this Agreement is intended to be used for municipal corporations that have requested assistance from the County for reimbursement for Address Identification and Compliance Monitoring modules purchased from Granicus so long as the requesting Municipality has adopted short-term rental regulations and seeks assistance in communicating those regulations,

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County agrees to furnish the Municipality with reimbursement of purchasing costs as set forth on the Scope of Services attached hereto as Exhibit "A".

2. TERM OF AGREEMENT. This Agreement shall be effective June 1, 2022, and shall terminate on May 31, 2025, unless otherwise terminated as set forth herein.

3. EXTENSION. This Agreement may be extended for two (2) additional periods of one (1) year each, not exceeding in total five years, upon such terms and conditions as may be agreed between the parties.

4. PAYMENT. The County of Dutchess will reimburse the Municipality for a sum not to exceed **Five Thousand (\$5,000.00) Dollars** annually towards the cost of the purchase of Address Identification and Compliance Monitoring modules from Granicus, per the Scope of Services attached hereto as Exhibit "A". In order to receive a reimbursement from the County, the Municipality must submit Local Short-Term Rental Regulations and a copy of a paid invoice from Granicus within thirty (30) days of the Municipality's receipt of the invoice from Granicus. Reimbursement shall only occur upon submission of these forms in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the Municipality from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the County. The County maintains general liability insurance and shall name the Municipality as additional insured on such policies for the services provided under this Agreement.
- (b) The Municipality shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Municipality, its employees, servants or agents arising out of the performance of this Agreement.

6. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

7. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of, without the previous written consent of the County.

8. TERMINATION.

(a) *Without cause*. The County may terminate this Agreement upon twenty (20) days prior written notice to the municipality of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the municipality of termination with cause.

9. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

10. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

11. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

12. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue."

13. REQUIRED PROVISIONS OF LAW. Each and every provision of Federal, State, or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

14. AUDIT. The Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses, and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. The Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. The Municipality shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Municipality are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

15. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time to time Municipalities engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Municipality shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

16. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

17. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

18. RULES OF CONSTRUCTION. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

19. 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 this 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 on the ____ day of _____, 2022.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

BY: _____
Heidi Seelbach, Commissioner of
Finance

BY: _____
Lee Kyriacou, Mayor

EXHIBIT A

Dutchess County agrees to reimburse a municipality for a sum not to exceed \$5,000.00 toward the cost of a subscription to Granicus, LLC (Granicus) software on an annual basis. The subscription shall be limited to Address Identification and Compliance Monitoring modules only for local municipalities who have adopted short-term rental regulations and are looking for assistance in communicating those regulations. The annual fee for these two modules range from \$2,500 (for a municipality with fewer than 50 listings) to \$5,000 or more (for municipalities with more than 50 listings where the cost is calculated on a per listing basis). The municipality agrees that any reimbursements made by the County under this Intermunicipal Agreement will not exceed \$5,000.00 annually.

Granicus will provide municipalities the addresses of short-term rentals and features the ability to send customized letters to hosts outlining zoning requirements, noise ordinance terms, building code requirements, and other information pertaining to their rental. There are a small percentage of listings where Granicus will have identified a rental listing, the approximate road location, and provide pictures of the rental unit, but not have an exact physical address – in these cases, the municipality will be asked to assist Granicus in gathering an exact street location.

In order to receive reimbursement from the County, the municipality must submit Local Short-Term Rental Regulations and a copy of a paid invoice from Granicus within thirty (30) days of the municipality's receipt of the invoice from Granicus.



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 77 OF 2022

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
COUNTY OF DUTCHESS FOR REIMBURSEMENT FOR SHORT TERM RENTAL
MONITORING SERVICES**

WHEREAS, the City of Beacon desires monitoring services for short term rentals located in the City of Beacon; and

WHEREAS, Granicus, LLC (“Granicus”) provides the above services and is willing and able to extend the same to City of Beacon.

WHEREAS, The County of Dutchess is willing and able to reimburse the City of Beacon for the amount of five-thousand dollars (\$5,000.00) annually; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the Mayor to execute an Agreement with the County of Dutchess for the Reimbursement for Short Term Rental Monitoring Services, subject to approval by the Mayor as to form and substance.

BE IT FURTHER RESOLVED, that Mayor is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 77 of 2022			Date: June 6, 2022				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
06/06/2022

Title:

Resolution No. 78 - Setting a Public Hearing for the 2023-2027 Capital Program

ATTACHMENTS

[Draft 2023-2027 Capital Program](#)

[Resolution Setting a Public Hearing for the 2023-2027 Capital Program](#)

CITY OF BEACON

CAPITAL PROGRAM 2023-2027

DESCRIPTION OF ITEMS	2023	2024	2025	2026	2027
GENERAL FUND					
FIRE DEPARTMENT					
Firehouse renovation at Lewis Tompkins	760,494	9,711,136			
ROAD RECONSTRUCTION					
Fishkill & Teller Construction	1,990,800				
CITY BUILDINGS & LOTS					
Mill, Pave & Restripe Van Nydek Parking Lot		45,000			
Mill, Pave & Restripe City Hall Lots			70,000		
HIGHWAY DEPARTMENT					
3-ton Roller - John Deere	42,000				
Dump/Plow/Sander	320,000				
Backhoe - John Deere	150,000				
Asphalt Hot Box - Falcon	54,000				
Dump/Plow/Sander		365,000			
Salt Brine Maker - Advantage		80,000			
Front End Loader - John Deere			260,000		
Dump/Plow/Sander			340,000		
Backhoe - John Deere				180,000	
1-ton Dump with Plow				80,000	
1-ton Dump with Plow				80,000	
Skidsteer					90,000
Street Sweeper					300,000
Dump/Plow/Sander					375,000
Solar Panels on DPW Garage	400,000				

DESCRIPTION OF ITEMS	2023	2024	2025	2026	2027
PARKS & RECREATION DEPARTMENT					
South Avenue Park Bathroom Engineering	30,000				
Veterans Place Pocket Park	450,000				
Bridge St. Bridge Greenway Connector	80,000				
Memorial Park Hilltop Pavillion (increase in scope)		50,000			
Riverfront Park Court & Parking Reconstruction		1,500,000			
USC Pool Restoration - Fiberglass			200,000		
Memorial Park Walkway			500,000		
Riverfront Park & Memorial Park Splash Pads				200,000	
Riverfront Park & Memorial Park Playgrounds				400,000	
Recreation Center					5,000,000
POLICE DEPARTMENT					
Crime Scene Truck - F250	88,000				
Patrol Vehicle - Interceptor	69,285				
Street Camera - 223 Main	12,595				
Patrol Vehicle - Interceptor		76,214			
Patrol Vehicle - Interceptor		76,214			
Street Camera - Main St. - 9D		14,502			
Locker Room Improvement		127,360			
Patrol Vehicle - Interceptor			83,074		
Unmarked Vehicle - Mach E			75,324		
Street Camera - Main St. and Tioronda Ave.			19,646		
Street Camera - 285 Main				17,254	
Unmarked Vehicle - Mach E				81,350	
Unmarked Vehicle - Mach E				81,350	
Unmarked Vehicle - Mach E					87,045
Street Camera - Main St. at Mase Hook & Ladder					16,613
Patrol Vehicle - Interceptor					96,000
Subtotal General Fund	4,447,174	12,045,426	1,548,044	1,119,954	5,964,658

DESCRIPTION OF ITEMS	2023	2024	2025	2026	2027
WATER FUND					
EQUIPMENT					
Jet Truck	300,000				
Vac Truck			540,000		
WATER SUPPLY					
Mt. Beacon Tank Engineering	100,000				
Mt. Beacon Tank Construction		1,300,000			
Melzingah Reservoir Rehabilitation Construction	2,900,000				
Well #1 Investigation		45,000			
WATER PLANT					
High Lift Pump # 4 Engineering		50,000			
High Lift Pump # 4 Construction			230,000		
Subtotal Water Fund	3,300,000	1,395,000	770,000	-	-
SEWER FUND					
SEWER PLANT					
Locker Room Renovation	240,000				
Dewatering System Building Upgrade Engineering	150,000				
Dewatering System Building Upgrade Construction		1,400,000	1,400,000		
Aeration Tanks Repair/Air System Upgrade Engineering		60,500			
Aeration Tanks Repair/Air System Upgrade Construction			1,297,725		
Subtotal Sewer Fund	390,000	1,460,500	2,697,725	-	-
GRAND TOTAL	8,137,174	14,900,926	5,015,769	1,119,954	5,964,658



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 78 OF 2022

**RESOLUTION SETTING A PUBLIC HEARING FOR JUNE 21, 2022 FOR THE PROPOSED
2023-2027 CAPITAL PROGRAM**

BE IT RESOLVED THAT the City Council hereby sets a public hearing for June 21, 2022 for the Proposed 2023-2027 Capital Program.

Resolution No. 78 of 2022			Date: June 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda

06/06/2022

Title:

Resolution No. 79 - Setting a Public Hearing for a Proposed Local Law to Amend Chapter 219, Article IV, Article VII, Article VIII, and Article X of the Code of the City of Beacon, Concerning Water Services

ATTACHMENTS

Proposed Local Law to Amend Chapter 219, Article IV, Article VII, Article VIII, and Article X of the Code of the City of Beacon, Concerning Water Services

Resolution Setting a Public Hearing for a Proposed Local Law to Amend Chapter 219, Article IV, Article VII, Article VIII, and Article X of the Code of the City of Beacon, Concerning Water Services

LOCAL LAW NO. ____ OF 2022

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND CHAPTER 219,
ARTICLE IV, ARTICLE VII, ARTICLE VIII AND ARTICLE X
OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to amend Chapter 219 Article IV, Article VII, Article VIII and Article X of Code of the City of Beacon, concerning water services.

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

Section 1. Findings and Purpose

The City of Beacon is in the process of replacing water meters in the City to ensure that the water use is accurately metered through the utilization of a new, upgraded Advanced Metering Network, which uses a Cloud-based system that communicates regularly and allows for instant readings, generates reports for stopped meters, backwards meters, high usage, no usage and leak detection, and provides customer portals to allow residents to track their water usage. The City will need to enter private property to replace the water meters with the new smart meters. In the event property owners fail to grant the City access to their properties to install the upgraded water meters, the City Council finds that it is necessary to impose a monetary assessment for any property whose owner has refused to allow the City access to install the new water meters. The purpose of this Local Law is to amend the provisions of Chapter 219 of the Code of the City of Beacon to strengthen the City's regulations and penalties concerning water meters and the maintenance, repair, replacement and upgrades thereto.

Section 2. Chapter 219, Article IV of the Code of the City of Beacon entitled "Meters" is hereby amended as follows.

Article IV Meters

§ 219-15 Supply and installation of meters.

A. The City will supply meters at the expense of the builder/owner of each property ~~according to the rate schedule~~ as set forth in the City of Beacon fee schedule. The City reserves the right to require that a separate meter be installed for each residential unit, including separate dwelling units in mobile home parks and multiple dwellings.

B. There will be an initial meter charge equal to the cost of the meter to the City. All meters shall remain the property of the City of Beacon.

~~B.C.~~ Where the City, its contractors, agents or employees require any water meter be

inspected, changed, modified, upgraded or otherwise altered and the City provides notice to the property owner that access is required to read, inspect, alter, modify, maintain, upgrade or replace the water meter, and the property owner fails to provide access within the timeframe set forth in the notice, a surcharge of \$250 shall be assessed on each and every water bill for any quarter in which access is not provided to the City. Within thirty (30) days after access has been provided and the City has completed its required work, upon written request from the property owner, the Director of Finance, in consultation with the City Administrator may waive or reduce the surcharge for good cause shown. The property owner shall remain subject to all other remedies and enforcement penalties provided under this chapter and other applicable laws.

~~C.D. Any property owner or owners who has/have not allowed the installation of radio-read water meters as of the date of passage of this subsection shall be surcharged a penalty of 25% \$250 on each and every water bill until such time as the radio-read water meter has actually been installed. This penalty can be appealed for a due process hearing pursuant to Chapter 34.~~

~~D.E.~~ The property owner or consumer shall be responsible for the maintenance, repair and replacement of all water meters. The property owner or consumer shall notify the City within five business days of discovering any defect with or removal of the water meter that the owner knows of or should have known of. Failure to notify the City of an issue with the meter that the property owner or consumer is aware of or should have been aware of within five business days shall constitute a violation, punishable pursuant to § 219-40 of this chapter. The City reserves the right to inspect water meters.

~~E.F.~~ In any instance where a meter has been altered, tampered, or removed without authorization from the City, and such removal prevents the City from calculating water usage, the ~~next water bill~~ property owner shall be charged at twice the amount of the highest water bill issued within the last two years. Such amount shall be reflected on the water bill.

~~F.G.~~ In addition to any other fees, costs or penalties mentioned in this chapter, ~~Any~~ unauthorized bypass of a water meter or unauthorized modification to the service pipe, meter, or meter appurtenances ~~that results in the water meter's failure to register water usage shall~~ constitute a violation, punishable pursuant § 219-40.

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

- A. In the event that the pipes of the property owner are not in proper condition for the installation, repair, or replacement of a meter, the property owner shall cause said pipes at the point at which said meter is to be installed or repaired to be put in proper condition prior to the installation, repair, or replacement of said meter at the owner's expense.
- B. If, due to acts, omissions or negligence on the part of the owner, its representatives, agents, contractors or employees, the meter becomes inoperable, the owner will be charged the value of the water lost by reason thereof, as estimated by the City, together with the cost of repair of said meter, and any additional sum set forth in this chapter, shall be paid prior to the installation of a new meter. ~~for the cost of the meter, unless it is determined that the meter is defective.~~

§ 219-17 Meters in building having unrelated occupancy.

Each building or parts thereof having unrelated occupancy or separate or distinct use shall, at the option of the owner, have a separate meter, but said meter shall be secured from the City and paid for by the owner, together with the cost of installation thereof. Said meter shall be installed under the direction and to the satisfaction of the City.

§ 219-18 Failure of meter to register.

- A. If a meter is out of order and fails to register due to no fault or intent of the owner or consumer, the property owner or consumer will be charged at the average consumption as shown by the meter when ~~in~~ the meter was last in working order. If, after 45 days of written notice from the City, the water meter remains out of order due to the property owner or consumer failing to provide access or cooperating with the City in performing the repair and the water meter continues to fail to register, the property owner or consumer will be surcharged a penalty of ~~25%~~ \$250 on each and every water bill until the meter is repaired and the property owner grants the City access to inspect the water meter or the City obtains a valid search warrant to be issued by a judge pursuant to § 219-35.
- B. If a property owner or consumer challenges the accuracy of the water meter, the property owner or consumer shall remove the water meter, have a temporary water meter installed at their expense and provide said water meter to the City. The City shall test the water meter to certify the accuracy of the water meter. If the water meter is found to be defective, the City shall pay the costs associated with certification. If the water meter is not defective, the property owner or consumer shall pay the costs associated with certification and ~~replacement~~ re-installation of the water meter. If a meter is defective and fails to register correctly, the consumer will be charged the average daily consumption as shown by the meter when the meter was last in working order.

§ 219-19 Tampering with meter and meter seal.

No seal placed by the Water Department for the protection of any meter, valve or other water connection shall be tampered with or defaced. Tampering with or breaking the seal of any meter, valve or other connection shall be a violation of this chapter subject to the penalties set forth in § 219-40. Tampering with any meter in any way so as to alter its reading and/or accuracy or the damaging of any meter seal may result in the Water Department estimating water bills for water services, and/or criminal prosecution of the customer. In addition, any person violating this section shall be required to reimburse the Water Department for any and all damages sustained to the meter or meter accessories or the valves and fitting connected thereto. If the seal is broken, the Water Department reserves the right to remove and test the meter at the customer's expense.

Section 3. Chapter 219, Article VII of the Code of the City of Beacon entitled “Discontinuance of Service” is hereby amended as follows:

Article VII Discontinuance of Service

~~§ 219-25 Notice of discontinuance.~~

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

~~§ 219-26 Closed or vacant buildings.~~

~~In case a building is to be closed or become vacant, the meter in the notice thereof shall be given the City in order that the meter may be read and the curb box closed. The meter shall be removed and stored by the City. Where such notice is not given and pipes burst from freezing or other cause, or where the meter is damaged or destroyed by any act of commission or omission of the owner, the value of the water lost by reason thereof, as estimated by the City, together with the cost of repair of said meter and pipes, the deposit specified in § 219-15B and any additional sum set forth in the schedule of rates established pursuant to § 219-29, shall be paid prior to the installation of a new meter in said building.~~

§ 219-27 Discontinuance for noncompliance.

- A. The City may discontinue water service and shut off the supply from any premises of which the owner or occupant has failed to comply with the provisions of this chapter ~~relating to the character or construction and maintenance of pipes and connections and the use of water.~~ Such service will not be resumed until the cause for such discontinuance is removed and the expense of shutting off and the turning on of the water, if any, is paid to the City.
- B. The Water Department shall notify the owner or consumer, in writing, of the date said service will be terminated. Such notice may be served personally or by leaving the same at the premises supplied or by mail to such party at the last address known to the Water Department. In no event will termination take place within 15 days of notification.
- C. The termination notice shall advise the owner or consumer of the following:
- (1) The grounds for termination;
 - (2) What is required to avoid termination;
 - (3) The date of the pending service termination;
 - (4) The amount of the delinquency, including penalties that are or will be due on the termination date;
 - (5) The method by which payment will be accepted;

- (6) The date and time by which payment must be received; and
- (7) If a notice of violation was issued, the termination notice should make reference to that document, incorporate its allegations, and allege that the violation or conduct in question has continued beyond the curative period.

~~§ 219-28 Interference with curb box prohibited.~~

~~No person shall close or interfere with any curb box except under supervision by the City, nor shall it be turned on without the permission of the City.~~

Section 4. Chapter 219, Article VIII of the Code of the City of Beacon entitled “Schedule of Rates” is hereby amended as follows:

Article VIII Schedule of Rates

§ 219-29 Establishment of schedule.

- A. The ~~City Administrator~~Superintendent of Water, subject to the approval of the City Council, shall establish, and may amend from time to time by resolution, a schedule of rates, including the following rents and charges:
 - (1) The minimum water rents and schedule of water rents.
 - (2) Service charges, such as for discontinuance of service, restoration of service, special meter readings and meter test.
 - (3) Meter installation charge, in addition to the deposit specified in § 219-15B.
 - (4) A penalty of ~~\$25%~~250 on each and every water bill on property without radio-read water meters until such time as the radio-read water meters are actually installed pursuant to § 219-15C.
- B. The City Clerk shall assess any unpaid water billings, including interest and penalties, on the property owner's or consumer's upcoming tax bill as a lien against any City property owned by the property owner or consumer. The City Clerk shall then accept payment of unpaid water billings in quarterly increments.

Section 5. Chapter 219, Article X of the Code of the City of Beacon entitled “City Rights and Liabilities; Penalties” is hereby amended as follows:

Article X City Rights and Liabilities; Penalties

§ 219-35 Right of entry.

In order to determine compliance with these rules and regulations, the Superintendent of Water and/or the City Building Inspector, and/or any other official appointed by the City Council to enforce these rules and regulations (hereinafter “enforcement officer”) ~~The City or its authorized agents~~ shall have full power to enter the premises of any property at all reasonable hours to install a meter, read a meter and examine the fixtures, plumbing and manner of using water. If the occupant is not present or refuses to grant the City access to the water meter, the City shall assess a surcharge penalty to the property owner for the failure to provide access as set forth in § 219-15.C. ~~If the occupant is not present or refuses admission, the City of Beacon shall obtain a valid search warrant to be issued by a judge.~~

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

The City reserves the right to limit the amount of water furnished to any property should circumstances seem to warrant such action pursuant to Chapter 24 Drought Emergency Plan, although no limit may be stated in the application or permit for use; or said City may entirely shut off the water supply used for any manufacturing purposes, or for furnishing power, or for lawn sprinkling, car washing, outside use or as otherwise adopted by regulation of the ~~Mayor and~~ City Council at any time, by giving reasonable notice of such intended action; or in the case of making or constructing new work or in making repairs or in any emergency, the right is reserved to shut off the water from any property without notice for as long a period as may be necessary.

§ 219-37 Liability for damage or loss.

The City shall not be liable for any damage or loss of any nature or kind to property or persons which may arise from or be caused by any change, diminution in or increase of the water pressure from any cause, except in cases of gross negligence by the City of Beacon which result in the lack of a reasonable standard of water pressure.

§ 219-38 General reservation of rights.

The right is reserved to amend this chapter and make contracts in all proper cases, or to turn off the water supply without notice in case of extensions, repairs or other necessity, without liability for damages for lack of water or for any damage which may result from the turning off of the water supply.

§ 219-39 Shut off of water for violations.

Whenever one or more of the provisions of this chapter is/are violated, the water supply may, in the discretion of the City, be shut off and the meter removed pursuant to § 219-27.

§ 219-40 Penalties for offenses.

Any person committing an offense against any provision of this chapter shall, upon conviction, be guilty of a violation pursuant to the Penal Law of the State of New York, punishable by a fine not exceeding \$250 or by imprisonment for a term not exceeding 15 days, or both such fine and imprisonment. The continuation of an offense shall constitute, for each day the offense is continued, a separate and distinct violation.

Section 6. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and 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 7. 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 8. Effective Date

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



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 79 OF 2022

**RESOLUTION SETTING A PUBLIC HEARING FOR JUNE 21, 2022 FOR A PROPOSED
LOCAL LAW TO AMEND CHAPTER 219, ARTICLE IV, ARTICLE VII, ARTICLE VIII, AND
ARTICLE X OF THE CODE OF THE CITY OF BEACON, CONCERNING WATER SERVICES**

BE IT RESOLVED THAT the City Council hereby sets a public hearing for June 21, 2022 for a Proposed Local Law to Amend Chapter 219, Article IV, Article VII, Article VIII, and Article X of the Code of the City of Beacon, Concerning Water Services.

Resolution No. 79 of 2022			Date: June 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
06/06/2022

Title:

Approval of Minutes - May 16, 2022

ATTACHMENTS

[May 16, 2022 Minutes](#)



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**May 16, 2022
7:00 PM
City Council
Draft Minutes**

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

<https://vimeo.com/user1296488>. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

Mayor Lee Kyriacou

Councilmember Paloma Wake, At Large

Councilmember George Mansfield, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Justice McCray, Ward Two

Councilmember Wren Longno, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Chris White, City Administrator

Drew Gamils, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Motion to amend the agenda to add discussion of Resolution No. 71 prior to public comment by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

Public Comment

[Notice of Meeting Location - May 16, 2022](#)

Public Hearings

Reports: Mayor, City Council, and City Administrator

1. [Moment of Silence for the One Million American Lives lost to COVID-19](#)
2. [Proclamation of May 2022 as Lyme Disease Awareness Month](#)

Local Laws and Resolutions

1. [Resolution No. 69 - Appointing Police Officer Trevor Wood to the Position of Police Detective](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Rhodes.

Councilmember McCray abstains from voting on Resolution No. 69.

Motion passes 6 – 0.

2. [Resolution No. 70 - Adopting a Local Law to Amend Chapter 5, Section 20, of the Code of the City of Beacon to Amend Ward Boundaries](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

3. [Resolution No. 71 - Authorizing the City Administrator to Execute an Agreement with Doyle Contracting, Inc. for Mount Beacon Reservoir Dam and Pocket Dam Rehabilitation](#)

Motion to pass the resolution by Councilmember Aymar-Blair.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

Approval of Minutes

1. [Approval of Minutes - May 2, 2022](#)

Motion to approve the minutes by Councilmember McCray.

Second by Councilmember Ayman-Blair.

Motion passes 7 – 0.

2nd Opportunity for Public Comments

Adjournment

Motion to adjourn by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.