

- **Call to Order**
- **Pledge of Allegiance**
- **Roll Call:**

Council Member	Present	Excused	Absent
Diane Spiak-Pisanelli, Ward One			
Charles Kelly, Ward Two			
Agnes Compagnone, Ward Three			
Sara Pasti, Ward Four			
George Mansfield, At Large			
Justin Riccobono, At Large			
Randy Casale, Mayor			
Meredith Robson, City Administrator			
Nicholas Ward-Willis, City Attorney			

- **Public Comment:** Each speaker may have one opportunity to speak up to **four** minutes on any subject matter.
- **Community Segment (when applicable)**
- **Public Hearings:** Please note that the Public Hearing for Consideration of a Proposed Local Law Amending Article 211 of the City Code Regarding Vehicle and Traffic Violations (Booting of Vehicles), adjourned from December 19, is cancelled.
- **Reports: Should be typed and sent to [cityofbeacon@cityofbeacon.org](mailto:cityofbeacon@cityofbeacon.org).**
  - City Administrator
  - City Attorney (when applicable)
  - Council Reports of Activities
  - Mayor's Report of Activities
  - County Legislator(s) (when applicable)

● **Resolutions:**

1. Consideration of a Resolution to Approve the Beekman Street Artist Banner Project Agreement Between the City of Beacon and the Rutigliano Group, Inc.

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor

2. Consideration of a Resolution Approving an Agreement Between the City of Beacon and the New York State Department of Corrections and Community Supervision (DOCcS) Regarding Drinking Water.

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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3. Consideration of a Resolution Appointing Agnes Compagnone as Acting Mayor.

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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4. Consideration of a Resolution to Authorize the Mayor to Apply For and Accept Funds for Juvenile/Community Relations Project(s) Totaling \$1,575 for the Year 2012 Youth Development Delinquency Prevention (YDDP) Programs.

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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5. Set Public Hearing for February 6, 2012 for Consideration of a Proposed Public Law Amending Article of the City Code Regarding Vehicle and Traffic Violations (Booting and Towing of Vehicles).

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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6. Set Public Hearing for February 6, 2012 for Consideration of a Special Use Permit for 308 Main Street.

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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7. Consideration of a Resolution to Appoint Douglas Solomon as Chief of the City of Beacon Police Department.

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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● **Approval of Minutes:**

1. January 3, 2012

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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2. October 17, 2011

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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● **Announcements**

● **2<sup>nd</sup> Opportunity for Public Comments:** Each speaker may have one opportunity to speak up to four minutes on any subject matter.

● **Next Workshop:** Monday, January 30, 2012

● **Next Council Meeting:** Monday, February 6, 2012

● **Adjournment:**

Spiak-Pisanelli	Kelly	Compagnone	Pasti	Mansfield	Riccobono	Casale	All In Favor
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CITY OF BEACON

CITY COUNCIL

Resolution No. \_\_\_ of 2012

**RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF BEACON AND THE RUTIGLIANO GROUP, INC.**

**WHEREAS**, the City Council approves the execution of "Project Agreement v3.0" between the City of Beacon and the Rutigliano Group Inc. regarding the Beekman Street Artist Banner Project; and

**WHEREAS**, the City Attorney has reviewed said Agreement and approved same,

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor of the City of Beacon is authorized to execute said Agreement with the Rutigliano Group, Inc.

Resolution No. ___ of 2012		Date:					
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call.				<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Spiak-Pisanelli, Diane					
		Kelly, Charles P.					
		Mansfield, George					
		Riccobono, Justin					
		Compagnone, Agnes					
		Pasti, Sara					
		Mayor Randy Casale					
		<b>Motion Carried</b>					



The Rutigliano Group  
 169 South Avenue  
 Beacon, New York  
 12508

Robert Rutigliano  
 845.838.0839  
 rrutig@optonline.net

### Beekman Street Artist Banner Project Agreement v3.0

*This agreement is between The City of Beacon and The Rutigliano Group Inc., and shall remain in effect from the date it is signed by both parties until the completion of the two (2) seasons of banner display on and near Beekman Street in Beacon, New York US, as described herein.*

**A. The Rutigliano Group Inc. shall provide the following:**

1. Up to 20 double-sided full-color, custom art vinyl banners, designed by Parsons James, Inc.
2. Design and size customized to meet community specifications (13' x 4') – See specification document
3. Merchant sponsors' name displayed on lower portion of each banner
4. Duration of two (2) season display schedule (May – Oct 2012 & May – Oct 2013)
5. Hardware system designed to support two (2) season shelf life
6. Based upon industry standards free replacement of torn or damaged banners equaling 20% of the total population within 30 days of notification
7. Will cover production costs associated with this project with the exception of installation/removal
8. Monitoring and maintenance of banners as needed throughout their display period
9. The Rutigliano Group, Inc. will provide the city of Beacon with assurances that it has a license to display all artwork portrayed on any banner displayed herein.

**B. The City of Beacon shall provide the following:**

1. Agrees to give The Rutigliano Group Inc. and Parsons James Inc. the right to use The City's name with the preparation, production and marketing of the program set forth herein only
2. Access to the pole sites for banner placement and support of the installation
3. Initial installation and removal of all banners and hardware; removal of damaged banners and installation of replacement banners
4. Report torn or damaged banners in need of replacement to The Rutigliano Group Inc.

**C. It is also agreed:**

1. The Beekman Artist Street Banner Project is the sole property of The Rutigliano Group Inc. and Parsons James, Inc. as a gift to The City of Beacon and the living artists. All rights are strictly reserved.
2. The images representing the work of the individual artists invited to participate remain the property of the individual artists or their assigns, The Rutigliano Group Inc., Parsons James Inc. retain no right to copy other than the actual banner format for use in publicity directly related to the promotion of the project and of The Rutigliano Group Inc. and Parsons James, Inc. as producers, The City of Beacon retains no right of copy other than materials provided by The Rutigliano Group Inc. and Parsons James, Inc.
3. The actual produced banners become the temporary property of The City of Beacon during their residency on city property, until they are removed and returned to The Rutigliano Group Inc. for dispersal or destruction.
4. Agrees to not produce any other "artist" banners of same style without involvement and artist selection by The Rutigliano Group Inc. and partners, as per this project agreement
5. The city of Beacon releases the Rutigliano Group, Inc. and partners from any liability regarding banners upon taking possession and the Rutigliano Group, Inc. indemnifies and releases the City of Beacon from any liability relating to damage to said banners caused by anything other than the willful negligence of the City, its agents or employees.
6. While the intent is to keep the banners up for a minimum of two (2) seasons, the city may remove them at any time prior to the two (2) season period at their own discretion due to wear and tear, other technical or liability issues.

We, the undersigned, understand the above information and have full authority to sign this agreement.

\_\_\_\_\_  
 The City of Beacon

\_\_\_\_\_  
 The Rutigliano Group Inc.

\_\_\_\_\_  
 Name Printed

\_\_\_\_\_  
 Name Printed

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

CITY OF BEACON

CITY COUNCIL

Resolution No. \_\_\_\_\_ of 2012

**WHEREAS**, The City of Beacon provides drinking water services to the New York State Department of Corrections and Community Services (“DOCCS”) pursuant to a Contract that expired June 30, 2011 and which was extended by letter agreement while the terms of a new contract were negotiated;

**WHEREAS**, DOCCS has requested the Contract be further extended to June 30, 2012 while the parties negotiate the terms of the Contract.

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Beacon hereby authorizes the Mayor to sign the Agreement for Extension of Drinking Water Service Contract between the City of Beacon and the New York State Department of Corrections and Community Services and any other documents necessary to implement this resolution.

*AGREEMENT FOR EXTENSION OF DRINKING WATER  
SERVICE CONTRACT*

*~~~~~0~~~~~*

*CITY of BEACON NY*

*-with-*

*NEW YORK STATE DEPARTMENT of CORRECTIONS and  
COMMUNITY SUPERVISION*

*Contract No.  
C177529*

**CONTRACT EXTENSION C177529**  
**~~WASTEWATER TREATMENT SERVICE AND IMPROVEMENTS~~**

*Drinking Water Contract*

THIS AGREEMENT, dated as of July 1, 2011 (the "Contract Extension") is made by and between the City of Beacon ("City"), a municipal corporation and political subdivision organized and existing under the laws of the State of New York (the "State"), and the New York State Department of Corrections and Community Supervision ("DOCCS"), an agency of the State.

**WITNESSETH**

WHEREAS, DOCCS currently operates the Beacon, Downstate, and Fishkill Correctional Facilities, and receives its drinking water supplies for such facilities from the City pursuant to Contract Number C177529 ("contract"), and

WHEREAS, the contract expired on June 30, 2011 and the parties desire to extend such contract for the period of one additional year, from July 1, 2011 to June 30, 2012, under the same exact terms and conditions as the contract,

NOW THEREFORE, DOCCS and CITY agree that Contract 177529 shall be extended for the period one year from <sup>July 1,</sup> June 30, 2011 to <sup>June 30</sup> July 1, 2012 under the same terms and conditions as the contract, and the terms and conditions which follow:

**Section A.....APPROVALS:** This contract shall not become effective and enforceable unless and until approved by the Office of the Attorney General and the Office of the State Comptroller.

**Section B..... ELECTRONIC NOTICE AND PAYMENT:** Memoranda from Valerie Grey, Director of State Operations, to Heads of State Agencies and Public Authorities, dated November 6, 2009 entitled "Email Notification," and dated January 22, 2010 entitled, "Electronic Payment," both attached as Exhibit A, are part of this contract.

**Section C.....REQUIRED CONTRACT TERMINATION LANGUAGE:** CITY agrees to the incorporation by reference of the contract termination language required by State Finance Law Section 139 k (5).

**Section D.....Revised Standard State Clause for NYS Contracts** dated December 2011 and attached as Exhibit B replaces the Appendix A attached to the contract.

IN WITNESS WHEREOF, DOCCS and CITY have executed and approved the extension of the contract on the dates below their respective signatures, to be effective as of July 1, 2011.

CITY OF BEACON

DOCCS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: Commissioner

Date: \_\_\_\_\_, 2012

Date: \_\_\_\_\_, 2012

State Agency Certification:  
"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

STATE OF NEW YORK     )  
  ) ss  
COUNTY OF DUTCHESS    )

On the \_\_\_\_ day of \_\_\_\_\_, 2012 before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides \_\_\_\_\_ County, NY, that he is the mayor of the City of Beacon, NY, the municipal corporation described herein which executed the foregoing instrument, and that he signed his name thereto by order of the board of trustees of said corporation.

\_\_\_\_\_  
Notary Public—State of New York

APPROVALS

ATTORNEY GENERAL  
(as to form only)

STATE COMPTROLLER

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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VALERIE GREY  
ELECTRONIC PAYMENT  
EMAIL NOTIFICATION

*Exhibit A*



STATE OF NEW YORK  
EXECUTIVE CHAMBER  
ALBANY 12224

DAVID A. PATERSON  
GOVERNOR

VALERIE GREY  
DIRECTOR OF STATE OPERATIONS

MEMORANDUM

TO: Heads of State Agencies and Public Authorities

FROM: Valerie Grey, Director of State Operations  
Office of Taxpayer Accountability *VB*

SUBJECT: Requiring Contractors to Accept Electronic Payments

DATE: January 22, 2010

This memorandum is an installment in the continuing series of directives to agencies and public authorities regarding efforts to reduce wasteful spending, and focuses on electronic contractor payments.

The processing of payments to contractors by paper check requires the State to incur unnecessary expenses for paper, toner and postage that it would not have to bear if contractor payments were made electronically. Accordingly, all state agency and authority contracts, grants and purchase orders executed after February 28, 2010 shall contain a provision similar to the one attached, which requires contractors and grantees to accept electronic payments unless the Commissioner (or equivalent) grants an exemption based on extenuating circumstances. We ask that you promptly forward this memorandum to the General Counsel of your agency or authority to implement this directive.

The above requirement to include this provision in agency and authority contracts, grants and purchase orders may only be waived by the Governor's Counsel's Office where valid and significant concerns are raised about the implementation of this requirement.

Additional information regarding enrollment for vendors for state agency electronic payments can be found at <http://www.osc.state.ny.us/epay/index.htm>.

Please address your questions on this memorandum to Alan Lebowitz at (518) 408-2588.

It is noted that most public authorities will not need to specifically refer to the State Comptroller's payment procedures. Public authorities should establish their own procedures for processing electronic payments to vendors (if they have not done so already), and refer to them in this contract provision. In addition, agency and authority counsel should make appropriate changes to the attached provision to conform it to the terms and definitions used in the contract.

**CONTRACT PAYMENTS.** Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [emunit@osc.state.ny.us](mailto:emunit@osc.state.ny.us), or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

CX PROVISION  
ON AFT DEC 05



STATE OF NEW YORK  
EXECUTIVE CHAMBER  
ALBANY 12224

DAVID A. PATERSON  
GOVERNOR

VALERIE GREY  
DIRECTOR OF STATE OPERATIONS

MEMORANDUM

TO: Heads of State Agencies and Public Authorities

FROM: Valerie Grey, Director of State Operations  
Office of Taxpayer Accountability *VJG*

SUBJECT: Email Notification under State Agency and Public Authority Contracts

DATE: November 6, 2009

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This memorandum is an installment in the continuing series of directives to agencies and public authorities regarding efforts to reduce wasteful spending, and focuses on reducing process and the use of paper, toner and postage costs. We ask that you forward this memorandum promptly to the General Counsel of your agency or authority.

Currently, most state agency and authority contracts do not have a provision that permit required notices under the contract to be sent by email. Contract notices sent by email reduces process, use of paper, use of toner and the cost of postage. Accordingly, all state agency and public authority contracts executed after December 4, 2009 shall contain the attached Notice provision, which allows for the use of email to send contract notices.

This requirement may only be waived for a particular contract by the Governor's Counsel Office. An agency or authority may seek such a waiver if it believes that relevant notices are legally barred from being sent by email, or if it has other significant concerns about the implementation of this requirement.

Please address your questions on this memorandum to Alan Lebowitz at (518) 408-2588.

SECTION \_\_. NOTICES

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

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York [Agency Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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*Exhibit B*

December, 2011

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, indenture or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensee, licenses, lessor, lessee or any other party):

**1. EXCUFFORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract contains Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that his bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 185.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its Invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document his conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutory authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

#### 19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

#### 20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5883  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

#### 21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 363, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

#### 22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

#### 23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 169 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.



CITY OF BEACON

CITY COUNCIL

Resolution No. \_\_\_ of 2012

**APPOINTMENT OF AGNES COMPAGNONE AS ACTING MAYOR**

**WHEREAS**, Section 3.05 of the Beacon City Code provides for the appointment of an acting mayor subject to City Council approval,

**NOW, THEREFORE BE IT RESOLVED**, that the City Council hereby approves the mayor's designation of Council Member Agnes Compagnone as Acting Mayor.

Resolution No. ___ of 2012		Date:					
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call.				<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Spiak-Pisanelli, Diane					
		Kelly, Charles P.					
		Mansfield, George					
		Riccobono, Justin					
		Compagnone, Agnes					
		Pasti, Sara					
		Mayor Randy Casale					
		Motion Carried					



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_ OF 2012**

**Authorize The Mayor To Apply For And Accept Funds For Juvenile/Community Relations Project Totaling \$1,575.00 for the Year 2012 Youth Development Delinquency Prevention (YDDP) Programs**

RESOLVED, that the Council hereby authorizes the Mayor to make application of the New York State Office of Children and Family Services (OCFS) for approval of the Projects described in the Youth Development Delinquency Prevention Application on file with OCFS and Dutchess County Youth Bureau. In submitting the application it is agreed that:

1. The municipality will abide by OCFS as to the propriety of all expenditures upon which State aid is requested;
2. This project will be operated in compliance with the laws, rules, regulations, resolutions, and codes of the State of New York and pertinent political subdivisions;
3. No youth will be denied the services or facilities of this project because of race, creed, color, or sex; and
4. No fee will be charged for the programs supported by State funds.

Resolution No. ____ of 2012			Date:				
<input type="checkbox"/> Amendments			<input type="checkbox"/> On roll call.			<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Spiak-Pisanelli, Diane</b>					
		<b>Kelly, Charles P.</b>					
		<b>Mansfield, George</b>					
		<b>Riccobono, Justin</b>					
		<b>Compagnone, Agnes</b>					
		<b>Pasti, Sara</b>					
		<b>Mayor Randy Casale</b>					
		<b>Motion Carried</b>					

LOCAL LAW NO. \_\_\_\_ OF 2011

CITY COUNCIL  
CITY OF BEACON

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

A LOCAL LAW to amend  
Chapter 211 of the Code of the  
City of Beacon regarding  
Vehicle and Traffic Regulations.

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

Section 1. Chapter 211 of the Code of the City of Beacon is hereby amended to add a new Article V as follows:

211-35. Legislative Findings.

It is hereby declared and found that the towing and booting of vehicles in the City of Beacon involves matters affecting the public interest and that certain improper practices related thereto should be subject to regulation for the purpose of protecting and safeguarding the public health, safety and welfare and to prevent and protect the public from fraud, abuses and unnecessary inconvenience.

The City has received ongoing complaints that insufficient signage is posted in parking lots to warn the public that vehicles may be towed or booted if parked improperly or illegally. Other complaints have been made concerning alleged abuses by towing company personnel. The City finds that appropriate business practices should include giving adequate warning to the general public of the consequences of parking improperly or illegally on privately owned real property, standardized penalties for violations, and giving the vehicle operators an opportunity to correct what might otherwise be an innocent mistake.

The City therefore desires to regulate towing and booting services within the City through licensing of the businesses providing such services and establishing guidelines for the property owners/operators who employ them. These regulations are hereby enacted to safeguard the public against future fraud and improper towing and booting practices and to

better serve the overall health, safety, welfare and good order of the City of Beacon and its inhabitants.

211-36. Definitions.

Boot: A device or lock which is affixed to the wheel of a motor vehicle, preventing the wheel from rotating and, thereby, immobilizing the vehicle; may also be referred to herein as a “booting device.”

Booting: The act of affixing a boot to a motor vehicle.

Impound Lot: A yard, garage or storage facility capable of storing motor vehicles safely and which is made secure by the installation of fences, walls and other security devices designed to protect vehicles being stored therein, subject to additional requirements set forth in Section 211-40(C) of this Article.

Motor Vehicle: Shall be defined the same as Sections 79-2 and 145-2 of the Beacon City Code and interpreted in conformity with the New York State Vehicle and Traffic Laws.

Tow: The lawful moving of a vehicle which has been parked illegally or improperly on the privately owned real property of another or which has been disabled, abandoned or improperly or illegally parked on a public street.

Towing Company: Any business or person lawfully engaged in the practice of towing vehicles for a fee in the City of Beacon. For purposes of this Article, “Towing Company” shall also include any business or person lawfully engaged in the practice of booting mooring vehicles for a fee in the City of Beacon.

Tow Truck: A motor vehicle used for towing, usually equipped with a crane, winch, tow bar, push plate, flat bed or other device or feature used to push or pull another motor vehicle.

Privately Owned Real Property: For purposes of this Article, “Privately Owned Real Property” shall mean real property owned by an individual, firm, association, joint venture, partnership, corporation, or other legal entity whatsoever, and shall include, without limitation, the parking lots, parking areas, driveways and sidewalks, of shopping centers, parking garages, apartment complexes, condominium complexes, and other land used for multi-family or commercial purposes, but shall not include the driveways or parking areas of private homes which are not held open to the public.

211-37. Registration Requirements.

A. Towing Company Registration. No towing company shall provide towing or booting services within the City of Beacon without first applying for and receiving a license from the City.

1. Application. All towing companies wishing to provide towing and/or booting services within the City of Beacon shall complete an application filed with the Office of the City Clerk. Such applications shall contain the following items and information:

- (a) the name of the towing company;
- (b) the mailing and e-mail address and telephone number of the towing company's primary place of business;
- (c) the names, mail and e-mail addresses and telephone numbers of the owners, managers, and chief operating officers of the towing company;
- (d) copies of the current licenses/identification cards of all employees of the towing company whose job it shall be to tow or boot motor vehicles, subject to the additional requirement that the list of employees held by the City must be kept current and up-to-date by the towing company;
- (e) certificates of insurance naming the City of Beacon as a certificate holder entitled to notice of cancellation or nonrenewal and evidencing public liability insurance covering personal injury, property damage, fire and theft, held by the towing company and issued by an insurance carrier licensed to do business in New York State; and
- (f) copies of the signed contracts for towing and/or booting services executed between the applicant towing company and the owners/operators of any privately owned real property that shall receive such services, provided that the towing company is also responsible for furnishing the City with copies of all contracts for towing and/or booting services executed following issuance of a license pursuant to this Article.

2. Acknowledgment. All applications filed with the City shall have an attached acknowledgement, signed by an owner, manager, or chief officer of

the towing company, stating that the towing company understands and is in compliance with all local and state laws concerning towing and booting operations.

B. Annual Registration. Towing companies must register/re-register with the City of Beacon on an annual basis, and fees for towing licenses and booting licenses shall be assessed and paid separately in accordance with the City's fee schedule.

C. No license granted pursuant to this Article may be transferred to another party or individual.

#### 211-38. Fees.

A. Towing Fees. The maximum fee that can be assessed against the owner/operator of a motor vehicle for towing of the vehicle is \$75, plus applicable taxes. Under no circumstances shall the owner/operator of a motor vehicle be charged more than this amount.

B. Storage Fees. The maximum fee that can be assessed against the owner/operator of a motor vehicle that has been towed and stored at an impound lot is \$15/day. Under no circumstances shall the owner/operator of a motor vehicle be charged more than this rate.

C. Prohibition on Hook-up Fees. A towing company may not charge the owner/operator of a motor vehicle for merely attaching a motor vehicle to a tow truck where the vehicle is not subsequently removed from the premises. This provision does not prevent a towing company from collecting a fee for attachment of a booting device as defined in Article V of this Chapter.

D. Booting Fees. The maximum fee that can be assessed against the owner/operator of a motor vehicle for attachment/removal of a booting device is \$25, plus applicable taxes. Under no circumstances, shall the owner/operator of a motor vehicle be charged more than this amount.

E. Prohibition on Double Fees for Booting. The fee charged for attachment and removal of a booting device to a motor vehicle is a one-time charge and a booting company may not charge for attachment and removal of a booting device separately.

211-39. Grant of Permission.

A. The owner/operator of privately owned real property may have a motor vehicle towed from the premises or booted where such motor vehicle is parked improperly or illegally on the premises and where the applicable signage requirements of this Article have been satisfied.

B. A motor vehicle improperly or illegally parked on privately owned real property and subsequently booted may be towed from the premises, subject to the provisions in Section 211-40 of this Article, where the owner/operator of the vehicle fails to contact the towing company responsible for the booting within 24 hours from the time when the booting device was affixed to the motor vehicle, or where the owner/operator of the vehicle refuses to pay the applicable fees.

C. A motor vehicle is deemed to be parked improperly or illegally where it:

1. Obstructs access to a fire hydrant or emergency exit on the premises;
2. Obstructs the means of vehicular ingress and egress on the premises;
3. Obstructs the designated walkways on the premises or the public sidewalks abutting the premises;
4. Is parked in a handicapped parking space or fire or ambulance zone;
5. Is not parked in any marked space, provided the parking area provides marked spaces for parking;
6. Prevents removal of garbage and other wastes from the premises;
7. Is parked in a way specifically prohibited by the property owner/operator and so noticed on the warning sign posted at the entrances to the privately owned real property; or
8. Violates a provision of Article 32 of the New York State Vehicle and Traffic Law concerning stopping, standing and parking of motor vehicles.

211-40. Limitations on Towing and Booting.

A. No towing company employee shall tow or boot an unattended motor vehicle improperly or illegally parked on privately owned real property sooner than 5 minutes after the vehicle has been parked. The time when the towing company personnel

arrived at the location of the improperly or illegally parked vehicle shall be recorded in the log book maintained by the towing company pursuant to Section 211-43(A) of this Article.

B. No towing company employee shall tow or boot a motor vehicle where the owner or operator of the vehicle appears and offers to remove the vehicle from the place where it is improperly or illegally parked and the towing company employee shall remove any connective or booting devices from them motor vehicle free of charge.

C. No vehicle towed from privately owned real property in the City of Beacon may be taken to an impound lot or other storage facility more than four (4) miles away from Beacon City Hall, located at 1 Municipal Plaza in the City of Beacon. For purposes of this subsection, four miles shall be measured from Beacon City Hall to: four miles north on Route 9D; four miles south on Route 9D; 4 miles east on Route 84; four miles west on Route 84; and any area within that radius.

D. Payment of the applicable fee, pursuant to Sections 211-38(A)–(B), for towing and storage of a motor vehicle shall be paid immediately prior to return of the vehicle to its owner and a receipt memorializing the transaction shall be given to the vehicle owner and a copy thereof retained by the towing company.

E. The owner of an impounded motor vehicle shall have the right to inspect their vehicle for damage prior to payment of the prescribed fees for towing and storage of motor vehicles.

F. Nothing herein shall prevent a City official or agent of the City from having a vehicle towed immediately in the event of an emergency, or where a motor vehicle is improperly or illegal parked on public land.

G. Where a booting company employee boots a motor vehicle on privately owned real property, the employee, or another employee of the company, must remove the boot from the vehicle within 20 minutes after being contacted by the vehicles owner or operator.

H. Payment of the applicable fee, pursuant to §211-38(D)–(I), for attachment and removal of the booting device shall be paid immediately prior to removal of the device and a receipt memorializing the transaction shall be given to the vehicle owner or operator and a copy thereof retained by the booting company employee.

211-41. Signage and Notice. The owner/operator of privately owned real property may not order a towing company to tow or boot a motor vehicle parked improperly or illegally on the premises without first complying with the posting requirements below.

A. All signs required pursuant to this Section shall be commissioned, installed and maintained at the expense of the property owner/operator. All owners/operators of privately owned real property subject to towing or booting practices have a continuing obligation to ensure that proper signage is posted on the premises.

B. Posting Requirements.

1. Sign Specifications. A sign shall be posted and maintained in a conspicuous location, easily observable from motor vehicles entering upon privately owned real property, and shall:

(a) be at least three feet wide and three feet high; and

(b) feature a black border with red lettering upon a white background.

2. Warning. All signs shall feature the word "WARNING" in capital lettering, displayed prominently on the top of the sign's façade, and shall state that motor vehicles parked on the premises are subject to towing and/or booting and, further, that any and all fees incurred as a result are the responsibility of the vehicle owner. Such signs must also specify the areas or spaces on the premises where parking is restricted or prohibited, or indicate how vehicle operators can distinguish such areas or spaces from those where parking is open to the public.

3. Towing Company Information. In addition to the foregoing, all signs hereunder shall feature the name and contact information of the towing company contracted to provide towing and/or booting services to the subject privately owned real property as well as the applicable fees for towing, storage and booting of vehicles.

4. Placement. All warning signs must be posted within 15 feet of each curb cut that gives vehicular access to the privately owned real property, facing in each authorized direction of travel on the abutting public highway(s). Such sign must be posted no lower than seven feet above grade level and no higher than ten feet above grade level.

C. The Superintendent of Highways and a representative from the Beacon Police Department shall jointly inspect the location where a warning sign is to be installed no later than one week prior to installation, and shall advise the property owner whether the proposed signage will be sufficient and in compliance with the requirements of this Section.

1. The inspecting agents/officials shall order that any non-compliant signage be replaced at the property owner/operator's expense.

2. The inspecting individuals may order that a sign be relocated or adjusted in order to comply with public safety concerns or the requirements of this Article.

3. No vehicle may be towed from, or booted on, privately owned real property until proper signage has been inspected, approved and properly installed.

D. Written Notice of Booting. A booting company shall, at the time it attaches a booting device to a motor vehicle, affix a written notice to the same motor vehicle alerting the vehicle owner/operator that a boot has been placed on the vehicle. All notices hereunder shall be brightly-colored, and shall state:

1. the identifying features of the motor vehicle, including the make, model and year of the vehicle, as well as the license plate number, if possible;
2. the date, time and street address/parking facility where the vehicle is located;
3. the name, contact information and business hours of the booting company which attached the booting device; and
4. the one-time fee for attachment and removal of the device.

E. Notification to Beacon Police Department. A towing company shall alert the City of Beacon Police Department immediately before it tows or boots any motor vehicle at the request of the owner/operator of privately owned real property and shall inform the Police Department of the time and location of the activity as well as the make, model, year and license plate number of the affected motor vehicle.

§211-42. Licenses; Denial, Suspension, Revocation. After a hearing held on no fewer than fourteen (14) days' notice to the licensee towing company, served either in person or by certified mail to the mailing address on the towing company license application, the Police Department may deny a towing or booting license, refuse renewal of a towing or booting license, or suspend or revoke a towing or booting license where:

A. The towing company application does not comply with one or more of the provisions set forth in this Article;

B. The towing company made intentional misrepresentations in its towing license application;

C. The towing company is found to have violated the provisions of this Article on three occasions or more; or

D. There have been two or more complaints against the towing company or its personnel alleging fraudulent or abusive practices which are corroborated following a reasonable investigation by the Beacon Police Department.

§211-43. Record-Keeping Provisions.

A. Log Books. All towing companies operating in the City of Beacon shall maintain a log book, in either paper or digital form, in each of their trucks.

1. Log books shall contain:

(a) The records of all incidents where an improperly or illegally parked motor vehicle has been towed from privately owned real property or booted, specifying information concerning the date, time and address or location of the activities, as well as the make, make model, year and license plate of the affected motor vehicles.

(b) Laminated/protected copies of the towing company's current towing and/or booting licenses; and

(c) A schedule of all applicable fees for towing, booting and storage services.

2. Completed log books must be retained by the towing company and stored for no less than three (3) years.

B. The Office of the City Clerk shall promulgate a system for receiving applications for towing company registration; maintaining records of applications; recording payment of application fees; and shall maintain separate lists of registered towing companies operating within the City of Beacon. The City Clerk shall furnish copies of the specified lists to the City of Beacon Police Department.

C. The City of Beacon Police Department shall promulgate rules for approving/denying applications for licenses and for responding to and recording reports made by towing companies regarding their towing activities within the City of Beacon and public complaints concerning the same.

§211-44. Penalties for Violation; Enforcement.

A. Notwithstanding any other provision in the Beacon City Code concerning penalties, violation of this Article shall constitute a violation as defined in Sections 55.10(3) and 80.05(4) of the New York State Penal Law and shall be punishable by a mandatory fine of \$100 for the first offense, \$150 for a second offense and \$250 for

each and every subsequent offense, provided that a fine under this Article may not exceed \$250.

B. The City of Beacon Police Department shall be charged with enforcement of this Article and shall have the power and authority to issue summonses and tickets for violations thereof.

§211-45. Severability. If any provision, paragraph, word or section of this Article is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words and sections shall not be affected and shall be continued in full force and effect.

Section 2. This Local Law shall take effect immediately upon filing in the Office of the Secretary of State.

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

January 11, 2012

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

RE: Special Use Permit  
308 Main Street  
Applicant: Mustang Lion Properties, LLC (Marko Guzijan)

Dear Mayor & Council Members:

The Planning Board has reviewed a Special Use Permit application for a rear ground floor apartment in the building located at 308 Main Street. The retail ground floor front is occupied by a bakery and two one-bedroom apartments exist on the upper floors.

After considering the application, the Board voted to recommend the City Council issue a Special Use Permit contingent upon review of the City Attorney's memorandum regarding the parking condition, and that the applicant return to the Planning Board for final site plan review.

A copy of the application and Site Plan are enclosed for your information. If you have any questions regarding the Planning Board's action, please call me.

Yours truly,

*Jay Sheers* 

Jay Sheers, Chairman

CITY OF BEACON

CITY COUNCIL

Resolution No. \_\_\_\_\_ of 2012

**WHEREAS**, Mayor Randy Casale seeks to appoint Douglas Solomon as Chief of the City of Beacon Police Department and to have the City Council approve the Terms of Employment setting forth the terms and conditions under which Mr. Solomon will be employed;

**BE IT RESOLVED THAT** the Mayor hereby appoints, with the consent of the City Council, Douglas Solomon as Chief of the Police Department of the City of Beacon subject to and contingent upon compliance with certain Terms and Conditions of Employment ; and

**BE IT FURTHER RESOLVED THAT** the City Council hereby approves the Terms of Employment with Douglas Solomon dated January 17, 2012 setting forth the terms and conditions of employment under which Chief Solomon will serve.