



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

Mayor Lee Kyriacou
Councilmember Amber Grant, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Jeff Domanski, Ward 2
Councilmember Pam Wetherbee, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**May 6, 2024
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Reports: Mayor, City Council, and City Administrator

1. [Proclamation in Honor of Mental Health Awareness Month](#)

Local Laws and Resolutions

1. [Resolution No. 38 - Authorizing the City Administrator to Execute an Agreement with the Beacon Sloop Club for Use of a Floating Dock in the Beacon Harbor](#)
2. [Resolution No. 39 - Authorizing the Recording of an Offer of Dedication of Sanitary Sewer Infrastructure](#)
3. [Resolution No. 40 - Approving Amendments to the 2024 Budget](#)
4. [Resolution No. 41 - Urging the New York State Senate and Assembly to Pass the Packaging Reduction and Recycling Infrastructure Act \(S4296-B/A5322-B\) and to Expand the State's Bottle Bill \(S237-B/A6353\)](#)

Approval of Minutes

1. [April 15, 2024 Minutes](#)

Public Comment - Second Opportunity

Announcement of Next Meeting: May 13, 2024 at 7:00 p.m.

Executive Session

1. [Executive Session: Personnel](#)

Adjournment

City of Beacon City Council Agenda
05/06/2024

Title:

Proclamation in Honor of Mental Health Awareness Month

ATTACHMENTS

[Proclamation in Honor of Mental Health Awareness Month](#)



Proclamation

DECLARING MAY 2024 AS “MENTAL HEALTH AWARENESS MONTH”

WHEREAS, mental health is essential to the well-being and the vitality of our families, businesses, and communities; and

WHEREAS, mental health conditions are real and prevalent in our nation with 1 out of 5 Americans and 1 out of 5 children affected by mental illness; and

WHEREAS, more people die from suicide in the United States than from traffic accidents and an estimated 22 veterans die from suicide each day; and

WHEREAS, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

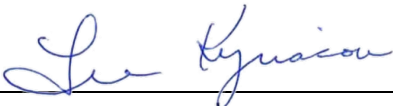
WHEREAS, with effective treatment those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, education, compassion, and awareness about mental illness can change negative attitudes and behaviors toward people with mental illness; and

WHEREAS, each business, school, government agency, law enforcement agency, healthcare provider, organization, and citizen share the responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, the City of Beacon does hereby proclaim the month of May 2024, as Mental Health Awareness Month.

As Mayor, I also call upon all City of Beacon citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination and promoting appropriate and accessible services for all individuals.

Signature: 

Date: 5/3/2024

Lee Kyriacou
Mayor

City of Beacon City Council Agenda
05/06/2024

Title:

Resolution No. 38 - Authorizing the City Administrator to Execute an Agreement with the Beacon Sloop Club for Use of a Floating Dock in the Beacon Harbor

ATTACHMENTS

[Draft Agreement with the Beacon Sloop Club for Use of a Floating Dock in the Beacon Harbor](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with Beacon Sloop Club](#)

**AGREEMENT BETWEEN THE BEACON SLOOP CLUB and
THE CITY OF BEACON FOR USE OF A
FLOATING DOCK IN THE BEACON HARBOR**

THIS AGREEMENT (the “Agreement”) is entered into by and between the **BEACON SLOOP CLUB, INC.**, a domestic not-for-profit corporation with an address of 2 Red Flynn Drive, Beacon, New York 12508 (the “Beacon Sloop Club”), and the **CITY OF BEACON**, a duly formed municipal corporation of the State of New York with an address of One Municipal Plaza, Beacon, New York 12508 (the “City”) (collectively the “Parties” and each a “Party”).

W I T N E S S E T H:

WHEREAS, the Beacon Sloop Club is the owner of a floating dock located in the Beacon Harbor and connected to City property on the mainland, all as depicted in Exhibit “A,” which is attached hereto and made a part of this Agreement (the “Floating Dock”); and

WHEREAS, the City and the Beacon Sloop Club desire to enter into an agreement so that the Beacon Sloop Club may install, maintain and utilize its Floating Dock in the Beacon Harbor subject to the terms and conditions set forth herein.

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

1. **PURPOSE:** To allow certain improvements to, and use of, City property, in accordance with the specific terms set forth herein, namely, to install, repair and maintain the Floating Dock in the Beacon Harbor for use by the Beacon Sloop Club and its members and invitees and The Bannerman’s Castle Trust, Inc., which has used the Floating Dock for its boat tours of Bannerman’s Island.

2. **AUTHORIZATION:** The Beacon Sloop Club will install and maintain the Floating Dock as follows:

- a. **Location:** The Floating Dock will be connected and secured to land only at the specific location on the harbor's eastern shoreline, which is designated and maintained by the City for this purpose, as shown in Exhibit “A”. The Beacon Sloop Club shall ensure that the Floating Dock is properly secured to land and maintained at all times.
- b. **Installation and Removal:** The Floating Dock may be installed by the Beacon Sloop Club each year on or about March 15, and removed on or about November 15, weather permitting. The Beacon Sloop Club shall have the sole obligation and responsibility to make arrangements for the transportation and storage of the Floating Dock, which shall not be stored on City Property.

- c. **Use of Docks:** The City and the Beacon Sloop Club agree the primary purpose of the Floating Dock is to serve Beacon Sloop Club vessels and vessels operating under agreement with or in concert with the Beacon Sloop Club, and the City hereby grants the Beacon Sloop Club access to the Floating Dock for this use and purpose. The Beacon Sloop Club agree that The Bannerman's Castle Trust, Inc. will also be allowed to use the Floating Dock for its tour boat(s), provided such use does not unreasonably interfere with the use by the Beacon Sloop Club as set forth above, and provided that The Bannerman's Castle Trust, Inc. provides insurance coverages to the City and the Beacon Sloop Club in accordance with this Agreement. Additional uses of the Floating Dock may be allowed consistent with the terms and conditions as set forth in this Agreement.
- d. **Repair and Maintenance.** The Beacon Sloop Club shall maintain the Floating Dock in good repair and should the Floating Dock become separated from the mainland or from sections of itself, the Beacon Sloop Club shall promptly undertake all efforts to secure and reattach the Floating Dock. The Beacon Sloop Club shall take all measures necessary to prevent and remove the Floating Dock from blocking navigation of the Beacon Harbor. Nothing herein shall prevent the Beacon Sloop Club from entering into separate agreements with The Bannerman's Castle Trust, Inc. or any other party utilizing the dock for the reasonable sharing of costs such as maintenance and repair, installation and removal, winter storage, yearly dock fees, etc., however, no such agreement shall alter the primary responsibility of the Beacon Sloop Club to maintain the dock hereunder nor limit any other obligations of the Beacon Sloop Club contained herein.

3. **CONSIDERATION:** The Beacon Sloop Club shall pay the "Harbor Fee" of \$30.00 (Thirty Dollars) as set forth in the City of Beacon Schedule of Fees for the Harbor Permit prior to installing its Floating Dock. Upon any renewal of this Agreement, the Beacon Sloop Club shall pay the "Harbor Fee" then in effect.

4. **TERM:** This Agreement shall take effect on the date it is signed by authorized representatives of both the City and the Beacon Sloop Club and shall expire on November 15, 2029. Notwithstanding anything to the contrary, this Agreement may be renewed for two (2) additional five (5) year terms upon execution of an Extension Agreement, subject to City Attorney approval as to form. The City Administrator shall have sole discretion in determining whether to approve or deny renewal of this Agreement based upon the best interests of the City. Any Extension Agreements shall not require further City Council approval or consent provided there are no material or substantive changes to the terms of this Agreement.

5. **TERMINATION:** This Agreement may be terminated upon mutual written consent of the Parties at any time. Either Party may terminate this agreement for any reason by providing the other Party at least sixty (60) calendar days written notice, sent by certified mail. Said notice shall clearly state the reason(s) for the proposed termination. Prior to any

further action related to termination not mutually agreed upon, the Parties will mutually endeavor to resolve the cause of the proposed termination, preferably without disturbing the installation or use authorized in this Agreement or, in the alternative, to identify and secure a suitable alternative. If the reason for the proposed termination cannot be resolved within the sixty (60) calendar day notice period, this Agreement shall terminate and be of no further force or effect. Upon termination of this Agreement, for any reason, the Beacon Sloop Club shall immediately remove the Floating Dock and any associated structures or equipment from the Beacon Harbor.

6. **INSURANCE**: Prior to the commencement of the installation of the Floating Dock, the Beacon Sloop Club shall, at its sole expense and cost, procure and maintain throughout the Term of this Agreement (including any renewals) and furnish to the City certificates of insurance evidencing minimum insurance coverages as follows:

- a. Workers' Compensation Insurance and Employee Disability Insurance as prescribed by the law of the State of New York to the extent such is required by law/Jones or Longshorman Acts;
- b. Comprehensive general liability insurance, with limits of no less than \$1,000,000 each occurrence / \$2,000,000 in the aggregate, for personal injury and property damage, and shall not exclude coverage for:
 - i. Products/Completed Operations;
 - ii. Independent Contractors;
 - iii. City of Beacon and their officers, employees, representatives, assigns, and agents should be named as an "Additional Insured" on the policy and the Certificate of Insurance should show this applies to the General Liability coverage on the certificate;
 - iv. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions;
 - v. To the extent permitted by New York law, the selected firm waives all rights of subrogation or similar rights against City of Beacon, assigns, officers, employees, representatives and agents;
- c. Excess Umbrella Liability, with limits of no less than \$2,000,000, including coverage for General, Automobile and Professional Liability (if applicable). The City of Beacon shall also be named as an additional insured on the Excess Umbrella Liability policy and such policy shall be written on a primary and non-contributory basis.

Certificates shall provide thirty (30) calendar days written notice, by registered certified mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon.

Policies that lapse and/or expire during the term of work shall be recertified and received by the City of Beacon no less than thirty (30) calendar days prior to expiration or cancellation.

The Beacon Sloop Club and all other entities utilizing the Floating Docks shall furnish the City of Beacon with Certificates of Insurance as evidence of coverage prior to commencement of the installation of the Floating Dock. The Certificates of Insurance shall name the City of Beacon, and its officers, employees, representatives, assigns, and agents as an Additional Insured by endorsement without limiting language. All required insurance must be in effect and continued so during the life of the Agreement and is subject to the approval of the City Attorney as to adequacy, form and correctness.

The cost of furnishing the above insurance shall be borne by Beacon Sloop Club, there will be no payment or reimbursement by the City of Beacon for this cost.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

The Beacon Sloop Club hereby acknowledges that failure to obtain and carry the required insurance set forth above on behalf of the City subjects the Beacon Sloop Club to liability for damages, indemnification and other legal remedies available to the parties hereto and/or non-parties. The failure of the City to object to the contents of the policy of insurance and/or certificate of insurance, or the Beacon Sloop Club's failure to file a certificate of insurance shall not be deemed a waiver of the insurance requirements or any and all rights held by the City.

7. **NOTICES:** All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed through the United States Postal Services, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, or personally delivered, or to such address as may be designated in writing by either Party pursuant to this Paragraph:

If to the City of Beacon:

City Administrator
Beacon City Hall
One Municipal Plaza
Beacon, NY 12508
Telephone: (845) 838-5009
Email: cwhite@beaconny.gov
Attn: Chris White
-and-

With a copy to:

City Attorney
Keane & Beane, P.C.
445 Hamilton Ave, Suite 1500

White Plains, NY 10601
Telephone: (914) 946-4777
Email: nward-willis@kblaw.com
Attn: Nicholas Ward-Willis, Esq.

If to the Beacon Sloop Club:

President
Beacon Sloop Club, Inc.
2 Red Flynn Drive
Beacon, NY 12508
Telephone: (845) 661-5123
Email: robertmay2394@gmail.com
Attn: Robert May

Service of notices shall be deemed to be delivered on the date of mailing if sent by registered or certified mail through the United States Postal Services, on the date of delivery if personally delivered or sent via private courier. Email notices shall not be an acceptable form of serving notices hereunder and are listed above solely for the convenience of the Parties hereto.

8. **INDEMNIFICATION:** The Beacon Sloop Club shall take all necessary precautions and place proper safeguards for the prevention of accidents. To the maximum extent permitted by law, Beacon Sloop Club hereby agrees to defend, indemnify and save the City, and its employees, officers and agents, harmless from any and all liability for damages, costs, losses, penalties and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party for wrongful death, bodily injury and/or property damage arising from or are related to the Beacon Sloop Club exercise of any privilege granted pursuant to this Agreement, except to the extent such damages, costs, losses, penalties and expenses are the result of any negligent act or omission by the City or any of its employees, officers or agents. No insurance maintained by the Beacon Sloop Club pursuant to this Agreement shall alter or reduce the Beacon Sloop Club's obligation to defend, indemnify and save the City harmless in accordance with this paragraph.

9. **RELEASE OF LIABILITY:** The activities undertaken by the Beacon Sloop Club, including but not limited to, the installation, maintenance, use, and removal of the Floating Dock, involve certain inherent risks to life and property, which includes the possibility of death or severe injury. To the maximum extent permitted by law, the Beacon Sloop Club, and its officers, members, invitees, agents, and representatives, assume all risks, dangers, and damages in the performance of any and all activities authorized or in connection with this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE CITY OF BEACON NOR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES SHALL BE LIABLE FOR, AND THE BEACON SLOOP CLUB AND FOR ITS OFFICERS, MEMBERS, INVITEES, AGENTS, AND REPRESENTATIVES HEREBY WAIVE, ALL CLAIMS FOR LOSS OR DAMAGE, ECONOMIC OR OTHERWISE, TO PERSONS OR PROPERTY SUSTAINED BY THE BEACON SLOOP CLUB OR ANY PERSON/ENTITY

CLAIMING BY, THROUGH OR UNDER THE BEACON SLOOP CLUB RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN, ON OR ABOUT THE BEACON HARBOR OR ARISING UNDER OR IN CONNECTION TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS, THEFT OR DAMAGE, RESULTING FROM ANY CAUSE WHATSOEVER, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE CITY OF BEACON OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES.

10. **DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT, SHALL THE CITY OF BEACON OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES BE LIABLE, EITHER DIRECTLY OR INDIRECTLY, AS AN INDEMNITOR OF ANY OTHER PARTY, OR OTHERWISE, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME, OR LOSS OF PROFIT EVEN IF SUCH PARTY HAS ADVISED ANY OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

11. **EXISTING EQUIPMENT & PROPERTY:** Any and all existing equipment, facilities, real or personal property currently existing at the Beacon Harbor which are owned by the City, shall remain the property of the City. Nothing herein shall be construed as to give the Beacon Sloop Club any rights to City owned property or facilities unless expressly authorized hereunder, or by amendment, or separate agreement. The Floating Dock shall remain the personal property of the Beacon Sloop Club. The Beacon Sloop Club shall have the sole duty and responsibility of maintaining, repairing, replacing, improving, securing, guarding, preventing unauthorized access, or otherwise caring for the Floating Dock.

12. **FORCE MAJEURE:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, breakdown of communication facilities, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, or explosion. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

13. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed by the laws of the State of New York, without consideration given to its conflicts of law principles. Any action or proceeding in connection with this Agreement shall be initiated and maintained in the State or Federal courts of Dutchess County, New York. The Parties hereby waive any claim that venue is improper if brought in the State or Federal courts of Dutchess County, New York.

14. **COMPLIANCE WITH LAWS:** The Beacon Sloop Club shall conform to any and all Federal, State or local laws or regulations, and shall procure at its own expense any license(s) or permit(s) necessary for its operations, and shall pay any and all license and permit fees or charges whether of the City of Beacon or otherwise.

15. **NON-DISCRIMINATION REQUIREMENTS:** The Beacon Sloop Club, in utilizing City property, agrees for itself, and its successors and assigns that it shall not discriminate upon the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, or domestic violence victim status. This paragraph shall not apply to, in the Beacon Sloop Club's reasonable discretion, medical fitness.

16. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement represents the entire agreement and understanding of the Parties hereto, and all previous understandings, agreements, and communications, written or oral, are hereby merged and superseded by this Agreement. This Agreement shall not be modified, superseded or otherwise amended, except as set forth in Paragraph 5 above, except by written agreement signed by all Parties hereto.

17. **NON-ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES:** No assignment, transfer, conveyance, subletting or other disposition of all or any part of this Agreement, or of any of the rights and obligations herein, shall be permitted or allowed without the previous written consent of the Mayor, subject to the approval of the Beacon City Council. Nothing in this Agreement shall act to confer any rights or privileges upon any person or entity not a party to this Agreement.

18. **SEVERABILITY:** In the event that any provision, clause, paragraph or part of this Agreement is found to be unenforceable or unlawful for any reason, such provision, clause, paragraph or part shall be stricken from this Agreement and the remaining provisions, clauses, paragraphs or parts shall remain fully enforceable as if the invalid portion(s) were never included herein.

19. **WAIVER:** The failure of either Party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the rights of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either Party unless such waiver is given in writing by the waiving Party. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

20. **COUNTERPARTS:** This Agreement may be signed and delivered, or a signature may be transmitted or communicated, by means of electronic transmission, including but not limited to a Portable Document Format (PDF) copy of an original signature. In the event of counterpart and/or electronic signatures, this Agreement will be treated for all purposes as an original agreement, and will have the same binding legal effect as if it contained a single signature page with "wet ink" original signatures.

{Signature Page Follows}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date below:

BEACON SLOOP CLUB:

CITY OF BEACON:

Signature

Signature

Robert May
Name

Christopher White
Name

President
Title

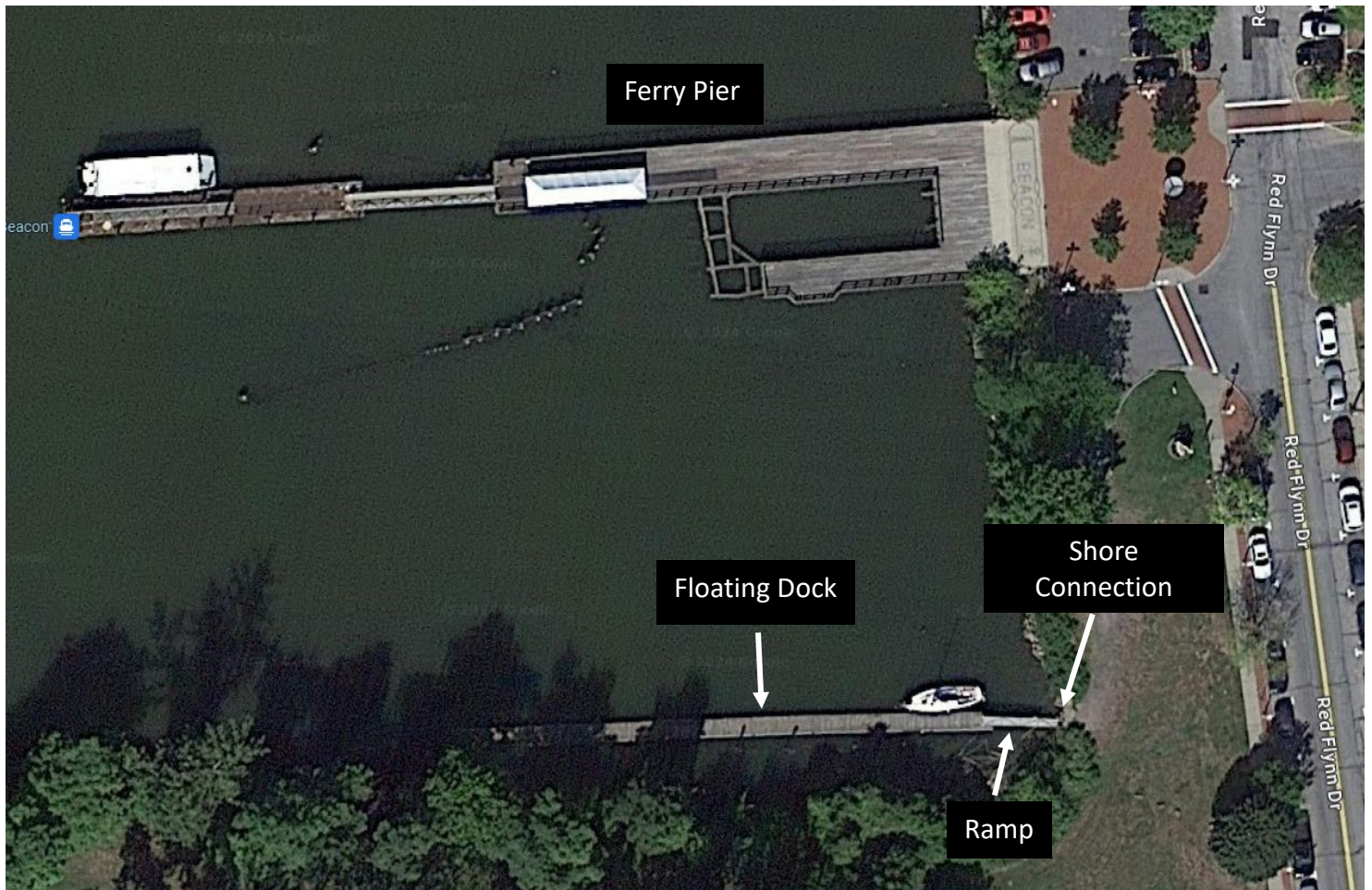
City Administrator
Title

Date

Date

EXHIBIT "A"
(Location of the Dock)

- Floating Dock: No greater than 180 feet in length and 6 feet in width.
- Ramp: No greater than 25 feet in length and 3 feet in width.





**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 38 OF 2024

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
THE BEACON SLOOP CLUB FOR USE OF A FLOATING DOCK IN THE BEACON
HARBOR**

WHEREAS, the Beacon Sloop Club is the owner of a floating dock located in the Beacon Harbor and connected to City property on the mainland; and

WHEREAS, the City and Beacon Sloop Club desire to enter into an agreement so that the Beacon Sloop Club may install, maintain, and utilize its floating dock in the Beacon Harbor and to allow for certain improvements to, and use of, City Property, in accordance with the terms outline within said agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beacon City Council hereby authorizes the City Administrator to execute the agreement annexed hereto with the Beacon Sloop Club for seasonal use of its floating dock in the Beacon Harbor, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that the City Administrator is hereby authorized to execute two (2) additional extensions of such agreement for terms of up to five (5) years each without further City Council approval, subject to review and approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that the City Administrator is hereby authorized to undertake such reasonable actions necessary to effectuate the terms and conditions of the agreement, including any subsequent extension thereof.

Resolution No. 38 of 2024			Date: May 6, 2024				
☐ Amendments			☐ 2/3 Required				
☐ On roll call.			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/06/2024

Title:

Resolution No. 39 - Authorizing the Recording of an Offer of Dedication of Sanitary Sewer Infrastructure

ATTACHMENTS

Scenic Beacon Developments, LLC Applicant Letter

City of Beacon Planning Board Subdivision Approval for Scenic Beacon Developments, LLC

Offer of Dedication of Sewer Infrastructure from Scenic Beacon Developments, LLC

Draft Sewer Easement Agreement for Scenic Beacon Developments, LLC

Resolution Authorizing the Recording of an Offer of Dedication of Sanitary Sewer Infrastructure



300 Westage Business Center, Suite 380
Fishkill, New York 12524
T 845 896 2229
F 845 896 3672
cuddyfeder.com

Taylor M. Palmer
tpalmer@cuddyfeder.com

April 19, 2024

VIA E-MAIL

Hon. Lee Kyriacou, Mayor
and Members of the City Council
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

Re: Scenic Beacon Developments, LLC – Offer of Dedication of Sewer Main Facilities
Premises: 18-30 Edgewater Place Beacon, New York (Tax Parcel ID: 5955-19-59022)
Request for Placement on the April 22nd City Council Agenda

Dear Mayor Kyriacou and Members of the City Council:

On behalf of Scenic Beacon Developments, LLC (the “Applicant”), the owner of the above referenced Premises, we respectfully submit this letter and the referenced enclosures in support of the Applicant’s request to appear at the City Council’s April 22nd meeting Agenda to consider the Applicant’s Offer of Dedication of certain sewer main facilities in connection with the development of the Edgewater project.

As you may know, the Applicant recently appeared before the City of Beacon Planning Board (the “Planning Board”) in connection with the Applicant’s request to internally subdivide the property for financing purposes.¹ The Planning Board granted Preliminary and Final Subdivision approval for the internal lot subdivision for the Edgewater project on March 12, 2024. See **Exhibit A** – Internal Lot Subdivision Approval Resolution. In furtherance of the Applicant’s discussions with the Dutchess County Department of Health, and as is conditioned in the Internal Lot Subdivision Approval Resolution, the Applicant must either form a Transportation Corporation for sewer works pursuant to the provisions of the NYS Transportation Law, or submit to the City an Offer of Cession and Dedication for the sewer infrastructure.

Pursuant to the Applicant’s discussions with City Staff, the Applicant hereby respectfully submits the enclosed Offer of Dedication of Sewer Facilities, and the associated Bill of Sale for the Sewer Main Facilities to be installed by the Applicant. See **Exhibit B** – Draft Offer of Dedication. Additionally, much like the Applicant’s prior Offer of Dedication and the associated easement granted to the City of Beacon for certain water facility improvements associated with the Edgewater project, please also find enclosed a copy of a proposed Sewer Easement to the City of Beacon for the purposes of maintaining, reconstructing, repairing or replacing the Sewer Facilities. See **Exhibit C** – Sewer Easement.

¹ Note: The City Council recently adopted amendments to Zoning Code Section 223-25.C at its December 11, 2023 meeting regarding internal lot subdivisions.



April 19, 2024
Page 2

In addition to the foregoing, and as is more fully detailed in the enclosed Offer of Dedication, pursuant to the Applicant's discussions with the City Administrator and the City Engineer, in connection with the Offer of Dedication the Applicant will also make certain sewer payments to the City of Beacon totaling \$100,000, which payments will be paid over a period of five (5) years.

LIST OF ENCLOSURES:

In support of this Offer of Dedication, please find the following documents:

- Exhibit A:** City of Beacon Planning Board Preliminary and Final Subdivision Approval Resolution dated March 12, 2024;
- Exhibit B:** Proposed Offer of Dedication to the City of Beacon for Sewer Facilities, Including Proposed Bill of Sale; and
- Exhibit C:** Proposed Sewer Easement to the City of Beacon.

In further support of this Application, we respectfully submit a draft of the Proposed Sewer System Dedication Plan for Edgewater, prepared by Hudson Land Design Professional Engineering, P.C. dated April 19, 2024.

CONCLUSION:

The Applicant respectfully requests that this matter be placed on the City Council's April 22, 2024 meeting Agenda for the Council's consideration. In the meantime, should the City Council or City Staff have any questions, please do not hesitate to contact me. Thank you in advance for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'TP', written over a horizontal line.

Taylor M. Palmer

Enclosures

cc: Christopher White – City Administrator;
Bruce Flower – City Building Inspector;
Nicholas Ward-Willis, Esq. & Jennifer L. Gray, Esq. – City Attorneys

6031030.v2

Received by office
of the City Clerk
3/13/2024

RESOLUTION

**PLANNING BOARD
BEACON, NEW YORK**

**PRELIMINARY AND FINAL INTERNAL PROPERTY
SUBDIVISION PLAT APPROVAL
FOR SCENIC BEACON DEVELOPMENTS, LLC (18-30 Edgewater Place)**

Parcel ID# 5955-19-590022

WHEREAS, the Beacon Planning Board received from Scenic Beacon Developments, LLC (“Applicant”) an application for Internal Property Subdivision Approval pursuant to City of Beacon Zoning Code §223-25.C(3) (the “Applicant”), for a 7-lot internal property subdivision (“Project”), on property located at 18-30 Edgewater Place in the Designed Residence Zoning District (“RD-1.7”) and designated on the Tax Map of the City of Beacon as Parcel ID# **5955-19-590022** (the “Property”); and

WHEREAS, by Resolution dated September 11, 2018 the Applicant received Site Plan and Subdivision (lot merger) approvals for the construction of seven buildings containing 246 apartments including 25 workforce housing units (350 bedrooms total) (the “Approvals”); and

WHEREAS, the Approvals were preceded by the Planning Board’s issuance of a consistency determination pursuant to the Local Waterfront Revitalization Program (“LWRP”) on July 10, 2018, the Planning Board’s adoption of an Amended Negative Declaration pursuant to the State Environmental Quality Review Act (“SEQRA”) on July 10, 2018, the City Council’s approval of a Special Use Permit to allow multifamily housing, and the approval of several area variances by the Zoning Board of Appeals; and

WHEREAS, pursuant to Zoning Code §223-25.C(3), the Applicant now proposes to place Buildings 1, 2, 5, 6, and 7 on individual lots, and Buildings 3 and 4 would be on a single lot because the buildings are integrated structures; and

WHEREAS, Proposed Lot 1 would consist of 453,387 square feet (10.408 acres) consisting of common and/or shared areas, facilities, and amenities, Proposed Lot 2 would consist of 10,200 square feet (0.234 acres) containing one building, Proposed Lot 3 would consist of 10,200 square feet (0.234 acres) containing one building, Proposed Lot 4 would consist of 20,195 square feet (0.464 acres) containing Buildings 3 and 4 which are integrated structures, Proposed Lot 5 would consist of 8,500 square feet (0.195 acres) containing one building, Proposed Lot 6 would consist of 10,200 square feet (0.234 acres) containing one building, and Proposed Lot 7 would consist of 8,500 square feet (0.195 acres) containing one building; and

WHEREAS, the Planning Board is the approval authority for the Internal Property Subdivision pursuant to the City of Beacon Code §195-2 and Zoning Code §223-25.C(3); and

WHEREAS, Zoning Code §223-25.C(3) authorizes the Planning Board, after completion of Site Plan review, to subdivide one or more of the lots or buildings within a project that will continue to be controlled by an approved Site Plan; and

WHEREAS, the proposed Internal Property Subdivision will not change the scope of development on the Property which will continue to be controlled by the Approved Site Plan, which was approved by the Planning Board by Resolution dated September 11, 2018; and

WHEREAS, informal comments received from the Dutchess County Department of Behavioral & Community Health (“DCDOH”) note that due to the proposed subdivision the sewage collection system for the property which was previously proposed to remain private will now be required to be public (i.e. dedicated to the City of Beacon) or a transportation corporation will need to be formed by the Applicant pursuant to the provisions of the NYS Transportation Corporation Law; and

WHEREAS, the application consists of application forms, correspondence and plans submitted to the Planning Board; and

WHEREAS, the proposed Internal Property Subdivision is shown on the drawings entitled “Edgewater – Preliminary Subdivision Plat prepared for Edgewater,” prepared by Brendan Johnson, PLS, Johnson Surveying, LLC, dated January 24, 2024, and “Preliminary Subdivision Plat Edgewater,” prepared by Hudson Land Design Professional Engineering, P.C., dated December 27, 2023; and

WHEREAS, the development of the Property as set forth on the approved Site Plan was the subject of an environmental review conducted by the Planning Board as Lead Agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”) which concluded with the Planning Board’s adoption of a Negative Declaration on December 12, 2017, amended July 10, 2018; and

WHEREAS, the requested Internal Property Subdivision is an additional permit/approval sought as part of the Proposed Action previously evaluated by the Planning Board under SEQRA, and does not create new or different adverse environmental impacts, therefore the Planning Board’s Amended Negative Declaration dated July 10, 2018 fully addresses the whole action, including the proposed subdivision approval, and no further SEQRA review is required; and

WHEREAS, the Planning Board reviewed the application at its meetings on February 14, 2024 and March 12, 2024 and considered comments by its consulting engineer and planner; and

WHEREAS, on March 12, 2024 the Planning Board opened a duly noticed public hearing on the application for Subdivision approval concerning the Proposed Action, at which time all those interested were given an opportunity to be heard and the public hearing was closed on March 12, 2024; and

WHEREAS, the Planning Board is fully familiar with the Proposed Action and has reviewed the Proposed Action relative to all applicable provisions of the City of Beacon Code.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Board hereby grants Preliminary Internal Property Subdivision Plat Approval for the Project, as shown on the application materials enumerated above.

BE IT FURTHER RESOLVED, that the Planning Board hereby finds that the Final Internal Property Subdivision Plat will not be substantively changed from the Preliminary Subdivision Plat and hereby determines that a public hearing on the Final Plat is not required.

BE IT FURTHER RESOLVED, that the Planning Board hereby grants Final Internal Property Subdivision Plat Approval to the Project, as shown on the application materials enumerated above, subject to the following conditions and modifications set forth below and any other requirements which must be met by law:

A. The following conditions shall be fulfilled prior to the signing of the Final Internal Property Subdivision Plat by the Chairperson of the Planning Board:

1. All application review fees shall be paid in full.
2. The Applicant shall seek and obtain all required permits and/or approvals from the appropriate agencies for the Project, including but not necessarily limited to approval from the Dutchess County Department of Behavioral & Community Health, and shall meet all conditions contained in such approvals, as required therein.
3. The comments contained in the City Engineer's letter to the Planning Board dated March 8, 2024, and all comments in any subsequent letter(s) issued, shall be fulfilled to the satisfaction of the City Engineer.
4. The Applicant shall either (i) form a Transportation Corporation for sewer works pursuant to the provisions of the NYS Transportation Law, or (ii) submit to the City an Offer of Cession and Dedication for the sewer infrastructure in a form acceptable to the City Attorney, to be recorded in the Dutchess County Clerk's Office, and satisfactory assurance delivered to the City Attorney that those documents shall be recorded in the Dutchess County Clerk's Office in appropriate order in relationship to the timing of the filing of the Internal Property Subdivision Plat, and that a copy of the

documents with proof of their recording will be promptly submitted to the Planning Board Secretary for filing with a copy to the City Attorney. In the event the City of Beacon City Council declines to accept dedication of the sewer infrastructure, the Applicant shall form a Transportation Corporation, unless otherwise required by the DCDOH.

5. All existing and proposed easements, restrictive covenants and related notes, as applicable, shall be shown on the Final Internal Property Subdivision Plat to the satisfaction of the City Engineer and City Attorney. Proposed easement agreements, declarations of restrictive covenants or other appropriate documents corresponding with the easements and notes shown on the Final Internal Property Subdivision Plat shall be prepared, as applicable, and submitted to the City Attorney for review as to form, and satisfactory assurance delivered to the City Attorney that those documents shall be recorded in the Dutchess County Clerk's Office in appropriate order in relationship to the timing of the filing of the Internal Property Subdivision Plat, and that a copy of the documents with proof of their recording will be promptly submitted to the Planning Board Secretary for filing with a copy to the City Attorney.
6. The Applicant shall post a performance guaranty with the City of Beacon for any public sanitary sewer improvements. The Applicant's engineer shall prepare a cost estimate for the work and provide to the City Engineer for review.
7. The Applicant shall establish an escrow with the City of Beacon for the City's construction inspection of any public sanitary sewer installation.

When the conditions above have been satisfied, six (6) sets of the above referenced plans revised as per the conditions above shall be submitted for endorsement by the Planning Board Chairperson. One set of the endorsed plans will be returned to the Applicant, one set will be retained by the City Clerk, one set will be provided to the Planning Board, and one set each will be forwarded to the Building Inspector, City Engineer and City Planner.

B. The following are general conditions which shall be fulfilled:

1. All conditions, set forth in the any previous Planning Board Resolution related to the Property, and not explicitly superseded herein, shall remain in full force and effect. Proposed Lots 1 through 7 shall continue to be controlled by the Site Plan approved by the Planning Board on September 11, 2018 and any approved amendment thereof. The approval granted herein does not authorize any development within any Lot other than what is shown on the Approved Site Plan.

2. Pursuant to Zoning Code §223-25.C(3), the Zoning Code's Schedule of Dimensional Regulations shall apply to the overall site area covered by the Approved Site Plan, whether or not the same is or will continue to be under one ownership.
3. The Building Inspector and the City Engineer shall have the right to direct the Applicant to cause the placement, cleaning and/or repair of sedimentation and erosion control devices wherever and whenever deemed necessary during construction.
4. The Applicant shall be responsible for the payment of all application review costs incurred by the City in its review and approval of this project. Such fees shall be paid by the Applicants within thirty (30) days of each notification by the City that such fees are due. If such fees are not paid within the thirty (30) day period, and an extension therefor has not been granted by the City, this resolution shall be rendered null and void.
5. As used herein, the term "Applicant" shall include the Applicant and the Applicant's heirs, successors and assigns, and where applicable its contractors and employees.
6. If any of the conditions enumerated in this resolution upon which this approval is granted are found to be invalid or unenforceable, then the integrity of this resolution and the remaining conditions shall remain valid and intact.
7. The approval granted by this resolution does not supersede the authority of any other entity.
8. The Applicant must return for approval from the Planning Board if any changes to the endorsed plans and/or this resolution of approval are subsequently desired other than changes determined to be field changes by the Building Inspector or City Engineer. The Planning Board, in its discretion, shall determine the appropriate procedures for consideration of the proposed revision, and whether such revision is material enough to require further environmental analysis and/or further project review, as the Board may deem appropriate.
9. Conditional approval of the Final Internal Property Subdivision Plat shall expire one hundred eighty (180) days from the date of the adoption of this Resolution unless all items in Condition A above have been certified as completed and the Final Plat has been submitted for endorsement by the Planning Board Chairperson, or unless a written request for an extension of

Final Internal Property Subdivision Plat Approval is granted. The Planning Board may grant ninety (90) day extensions to said time period.

10. Once the Final Internal Property Subdivision Plat has been endorsed by the Planning Board Chairperson, said Plat must be filed in the Dutchess County Clerk's Office within sixty-two (62) days. After said filing, two (2) copies of the Final Plat certified by Dutchess County and showing the assigned Filed Map number shall be submitted by the Applicant to the Planning Board Secretary. One (1) certified copy of the Final Plat shall be retained by the Planning Board and the other certified copy shall be transmitted to the City Clerk along with a signed copy of this Resolution and proof of recording of the easement(s) and other documents described above.

Resolution Adopted: March 12, 2024
Beacon, New York


John Gunn, Chairperson
City of Beacon Planning Board

MARCH 12th, 2024
Dated

Motion by Mr. Warner, seconded by Ms. Quiana:

Kevin Byrne	Voting	<u>AYE</u>
Karen Quiana	Voting	<u>AYE</u>
Donna Francis	Voting	<u>AYE</u>
David Jensen	Voting	<u>AYE</u>

Leonard Warner	Voting	<u>AYE</u>
J. Randall Williams	Voting	<u>EXCUSED</u>
John Gunn, Chairperson	Voting	<u>AYE</u>

Approved: 6-0
Denied:

IRREVOCABLE OFFER OF DEDICATION OF SEWER MAIN FACILITIES

This IRREVOCABLE OFFER OF DEDICATION (the “Offer”) made as of the ____ day of _____, 2024, is by and between **SCENIC BEACON DEVELOPMENTS LLC**, a limited liability company organized and existing under the laws of the State of New York and having an address located at 28 Creek Drive, Beacon, New York 12508 (hereinafter the “Grantor”), and the **CITY OF BEACON** (the “City”), a New York municipal corporation having its principal place of business at 1 Municipal Plaza, Beacon, New York 12508 (hereinafter the “Grantee” or “City”).

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. The Grantor herein delivers to the City a Bill of Sale annexed hereto as **Exhibit A** (the “Bill of Sale”) for certain sewer main line facilities to be conveyed and accepted, which sewer main line facilities are more fully described in the Bill of Sale, said delivery constituting a formal Irrevocable Offer of Dedication to the City, to be held by the City until the acceptance or rejection of such Irrevocable Offer of Dedication by the City.

2. The Grantor agrees that this formal Irrevocable Offer of Dedication is irrevocable and can be accepted by the City at any time.

3. The execution and delivery of this Irrevocable Offer of Dedication shall impose no obligation by the City to accept such Irrevocable Offer of Dedication. Notwithstanding the foregoing, the Grantor and City acknowledge agree that the City’s acceptance of the Offer is conditioned upon the Grantor paying to the City the amount of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) as follows: (i) \$20,000 with the execution and delivery of

this Offer; and (ii) four (4) additional payments each in the amount of TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00) paid on or before _____ in the calendar years of 2025, 2026, 2027, and 2028 (collectively the “Sewer Payments”). All Sewer Payments made hereunder shall be held in escrow by the City pending the City’s acceptance of this Offer. The City may elect to accept this Offer prior to the Sewer Payments being paid in full. In the event the City accepts the Offer, the Sewer Payments shall automatically be released from escrow for the benefit of the City, and any future payments, if any, may be released to the City on payment. In the event the City rejects the Offer, or fails to either accept or reject this offer within sixty (60) days of the Grantor delivering to the City the final payment due hereunder such that the Sewer Payments are paid in full, then the Sewer Payments shall be immediately returned to the Grantor and the City shall waive any right to object to the Grantor forming a transportation corporation in place of the Offer for the purpose of the operation and maintenance of the sewer main line facilities.

4. This Irrevocable Offer of Dedication shall run with the land and be binding upon the Grantor, its successors and assigns. Notwithstanding the foregoing, the City will continue to rely on Grantor's fee title interest in and to the property described on the Filed Map (as set forth in the Bill of Sale) as security for the Sewer Payments required above. Accordingly, upon Grantor’s sale of any one or more lots depicted on the Filed Map to an independent third party for consideration the Sewer Payments shall be due and payable in full. For purposes of this Offer the term “sale” shall not include (i) the lease of all or part of any lot shown on the Filed Map; (ii) the transfer by Grantor of a lot shown on the Filed Map to an entity that Grantor or its members control, or is controlled by Borrower or its members (each an “Affiliated Entity”); (iii) the transfer of any membership interests of the Grantor, or an Affiliated Entity that owns a lot shown on the Filed

Map; or (iii) the granting of a mortgage or other security interest in any one more of the lots or the property as a whole as shown on the Filed Map.

5. This Irrevocable Offer of Dedication was executed on behalf of the Grantor pursuant to the Resolution of the City of Beacon Planning Board duly adopted on _____, 2024 granting Subdivision Approval for property with the Tax ID No. 5955-19-590022, situated in the City of Beacon, County of Dutchess, State of New York.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO IRREVOCABLE OFFER OF DEDICATION – SEWER]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Irrevocable Offer of Dedication on the day and year set forth above.

GRANTOR:

SCENIC BEACON DEVELOPMENTS, LLC, a Limited Liability Company

By: _____
Name:
Title:

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

On the day of _____ in the year 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Bill of Sale

(see attached form)

BILL OF SALE FOR SEWER MAIN FACILITIES

THIS BILL OF SALE made this ____ day of _____, 2024, by, between and among, **SCENIC BEACON DEVELOPMENTS LLC**, a limited liability company organized and existing under the laws of the State of New York and having an address located at 28 Creek Drive, Beacon, New York 12508 (hereinafter the “Grantor”), and the **CITY OF BEACON** (the “City”), a New York municipal corporation having its principal place of business at 1 Municipal Plaza, Beacon, New York 12508 (hereinafter the “Grantee” or “City”).

W I T N E S S E T H:

WHEREAS, the Grantor is the fee owner of the with the Tax ID No. 5955-19-590022, situated in the City of Beacon, County of Dutchess, State of New York (the “Property”); and

WHEREAS, an Irrevocable Offer of Dedication of Sewer Facilities was submitted to the City in satisfaction of a condition of the Subdivision Approval for the Property pursuant to the Resolution of the Planning Board of the City of Beacon duly adopted on _____, 2024 (the “Subdivision Approval”), which offers the conveyance of title to said Sewer Main Facilities (defined below) to the City; and

WHEREAS, the certain sewer main facilities were constructed and installed, including appurtenances and facilities thereto (the “Sewer Main Facilities”) located within the Property, which Sewer Main Facilities are depicted on Filed Map # _____, and more fully described in **Schedule “A”** annexed hereto and made a part hereof, and which Sewer Main Facilities are connected to the City’s municipal sewer collection system, and

WHEREAS, the Grantor warrants and represents that it is the owner of the Sewer Main Facilities.

NOW, THEREFORE, in consideration of the sum of ten (\$10.00) Dollars, the aforementioned approvals, and other good and valuable consideration under the covenants, terms and conditions hereinafter set forth, the receipt of which is hereby acknowledged, the Grantor hereby conveys and transfers to the City, its successors and assigns, free of all liens and/or encumbrances, the Sewer Main Facilities.

The Sewer Main Facilities are conveyed and transferred by the Grantor to the City in an “as is/where is” condition, and said conveyance is made without warranty, express, statutory or implied, of merchantability or as to description, condition, location, quality, fitness for any particular use or purpose, or otherwise.

This Bill of Sale shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date and year first above written.

GRANTOR:

SCENIC BEACON DEVELOPMENTS, LLC, a Limited Liability Company

By: _____
Name:
Title:

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

On the day of _____ in the year 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Description of Sewer Main Facilities

To be provided

SEWER EASEMENT

THIS SEWER EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2024, by and between **SCENIC BEACON DEVELOPMENTS LLC**, a limited liability company organized and existing under the laws of the State of New York and having an address located at 28 Creek Drive, Beacon, New York 12508 (“**Grantor**”), and the **City of Beacon** (the “**City**”), a New York municipal corporation having its principal place of business at 1 Municipal Plaza, Beacon, New York 12508.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain plots, pieces and parcels of land, with the Tax Parcel ID 5955-19-590022, situated in the City of Beacon, County of Dutchess, State of New York more particularly described on **Schedule A** attached hereto (the “**Property**”);

WHEREAS, Grantor sought and received final Subdivision Plat Approval (the “**Final Subdivision Plat Approval**”) from the City of Beacon Planning Board (the “**Board**,”) by resolution dated _____ (the “**Final Approval Resolution**”) wherein the Board approved Declarant’s application to subdivide the Property into seven (7) lots and construct residential buildings thereon and other improvements (the “**Project**”) required in connection therewith pursuant to a proposed Subdivision Plat prepared by _____ (the “**Plat**”);

WHEREAS, the Plat was filed in the Dutchess County Clerk’s Office on _____, 2024 as Filed Map No. _____;

WHEREAS, such Final Approval Resolution requires, as a condition, that the Grantor must provide certain easements; and

WHEREAS, Grantor has constructed or will construct certain sewer main facilities (the “**City Sewer Facilities**”) in accordance with the Subdivision Plat Approval within the areas depicted in Schedule B attached hereto and made a part hereof and as more particularly described in Schedule C attached hereto and made a part hereof (the “**Easement Areas**”), which City Sewer Facilities are required as part of the City’s municipal sewer system; and

WHEREAS, Grantor wishes to transfer ownership of the City Sewer Facilities located within the Property (as shown on the Plat) and service laterals extending therefrom and appurtenances thereto; and

WHEREAS, the City desires a perpetual easement granting it the right to enter upon the Easement Areas for the purpose of maintaining, reconstructing, repairing or replacing the City Sewer Facilities and reserve an easement for the possibility of the installation of municipal sewer lines in the future,

NOW, THEREFORE, in consideration of the covenants, promises, declarations and

agreements set forth below, Grantor and the City agree as follows:

1. Grantor for itself, its successors and assigns grants to the City, its successors, assigns, employees, agents and authorized representatives, a perpetual non-exclusive right-of way easement and right-of-way to use a portion of the Property, hereinafter described, for the purpose of entry to perform activities including, but not limited to, the right to lay, construct, install, operate, clear and clean land for, maintain, repair, alter, expand, replace and/or inspect sewer mains and related facilities, including lines, pipes, valves, meter facilities and appurtenances, or a combination thereof, for the purpose of conveying and transporting sewage and for the purposes of operating, maintaining, repairing, reconstructing, replacing and inspecting, pipes, conduits and related appurtenances for the transportation and disposal of sewage on, over, under, across and through the real property described in said Easement Areas, and to enter upon Property for said purposes.

2. It is understood and agreed by Grantor and City that the City will restore any portion of the Property disturbed by any construction, maintenance, repair or replacement work performed hereunder by or on behalf of the City to the same elevation and contour that it was prior to the performance of such work and, to the greatest extent practicable, rough grade and seed the ground surface of said area or, if the area is paved, pave the surface area.

3. The parties hereto agree that, except as set forth herein and/or except as shown on the Plat, no building or structure of any kind, including walls and fences, shall be erected over the Easement Areas, nor will the Grantor plant or landscape the Easement Areas except for grass; provided however that Grantor shall have the right to (i) install multiple underground utilities or conduits within the Easement Areas subject to applicable governmental agency approval, and (ii) paving for a driveway, roadway or parking over the Easement Areas is permitted. Upon written request to the City Board of Trustees, the Grantor may request approval to erect or install improvements within the Easement Areas that do not conflict or interfere with the operation of the municipal utilities located therein and the use and enjoyment of the Easement Areas. Upon good cause shown, the City Board of Trustees may grant a revocable license to maintain such improvements within the Easement Areas in its sole discretion and with such conditions that it deems appropriate.

4. The parties acknowledge and agree that the Grantor reserves to itself, its heirs, successors and assigns, respective tenants, servants, workers, employees and agents, the right to enter upon the Easement Areas for access to any portion of the Property so long as it does not interfere with the use and enjoyment of this easement.

5. The parties acknowledge and agree that the Grantor reserves to itself, its heirs, successors and assigns, the right to connect each lot within the Project to the City Sewer Facilities installed within the Easement Areas in accordance with the laws, rules and regulations of the City of Beacon and the State of New York.

6. This Agreement shall only become effective upon the completion of the installation of the City Sewer Facilities in accordance with plans and specifications approved by the City, and acceptance of the dedication of the City Sewer Facilities, as required, by the City. If any of the City Sewer Facilities are installed outside of the Easement Areas, the final acceptance of such

dedication shall only be issued upon Grantor's execution and filing of an amendment to this Easement Agreement to provide for an amended description of the Easement Areas revised in accordance with an as-built survey to be prepared by Grantor and delivered to the City.

7. Grantor and the City hereby acknowledge that this Agreement shall:
 - a. Apply to Grantor and all successors and assigns;
 - b. Be enforceable by the City, its agents and employees, by an action for injunction, damages or other relief and, in the event the City prevails in such action, the City shall be reimbursed for all costs and expenses, including attorneys' fees, incurred in connection therewith, which shall be a lien against the property or properties on which any such violation occurs.
 - c. Inure to the benefit of the City and may not be modified, amended, or terminated without prior written consent and approval of the City.

[signature pages to follow]

[signature page – Grantor]

IN WITNESS WHEREOF, Grantor and the City have executed this instrument as of the date first above mentioned, intending that the same be recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records.

SCENIC BEACON DEVELOPMENTS LLC,

By: _____

Name:

Title:

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

On _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[signature page – City]

CITY OF BEACON

By: _____

Name:

Title:

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

On _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TAX ID: 5955-19-590022
City of Beacon
County of Dutchess

Record and Return to:
City of Beacon
1 Municipal Plaza
Beacon, New York 12508
ATTN: City Clerk

SCHEDULE A

Property Legal Description

[to be attached]

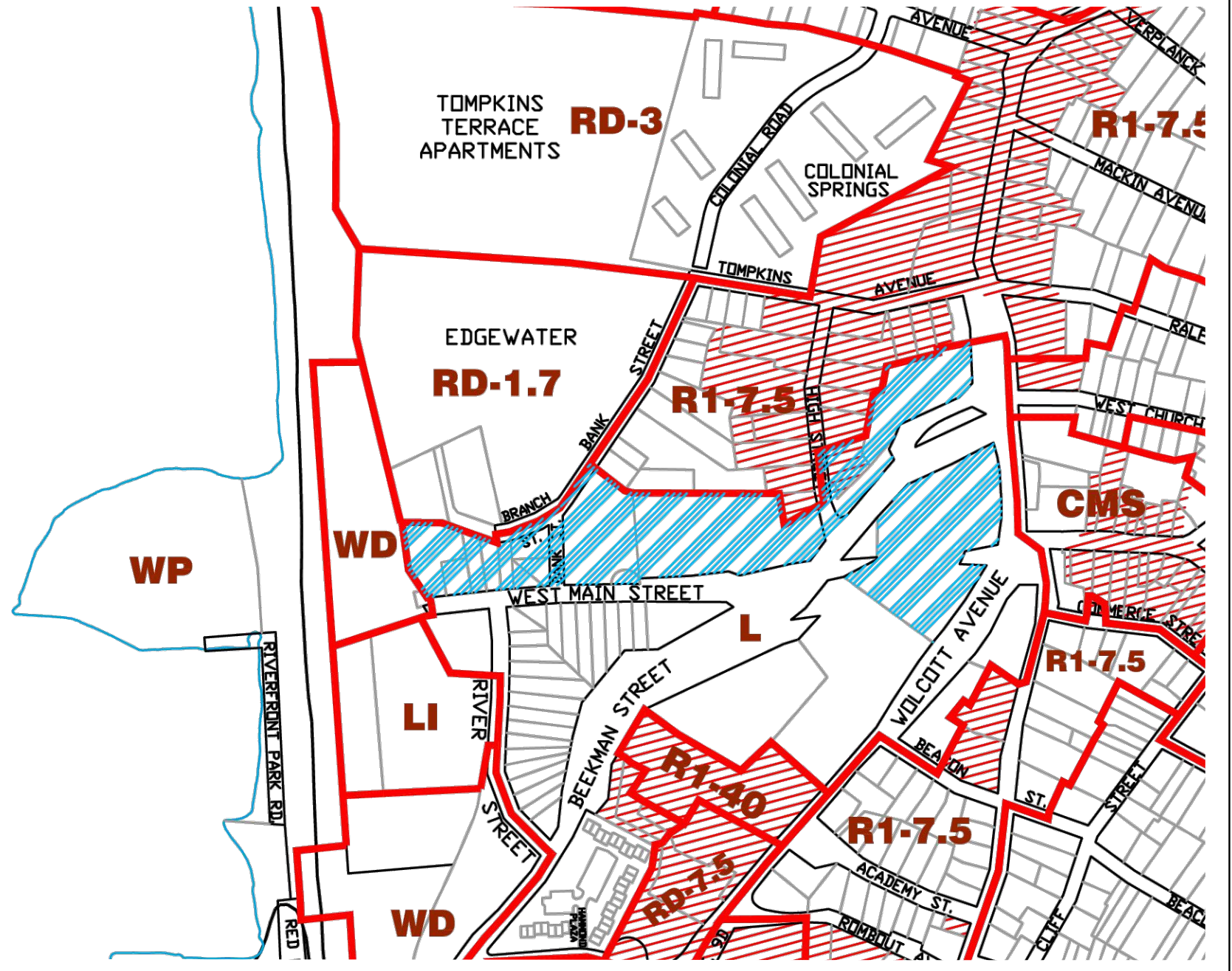
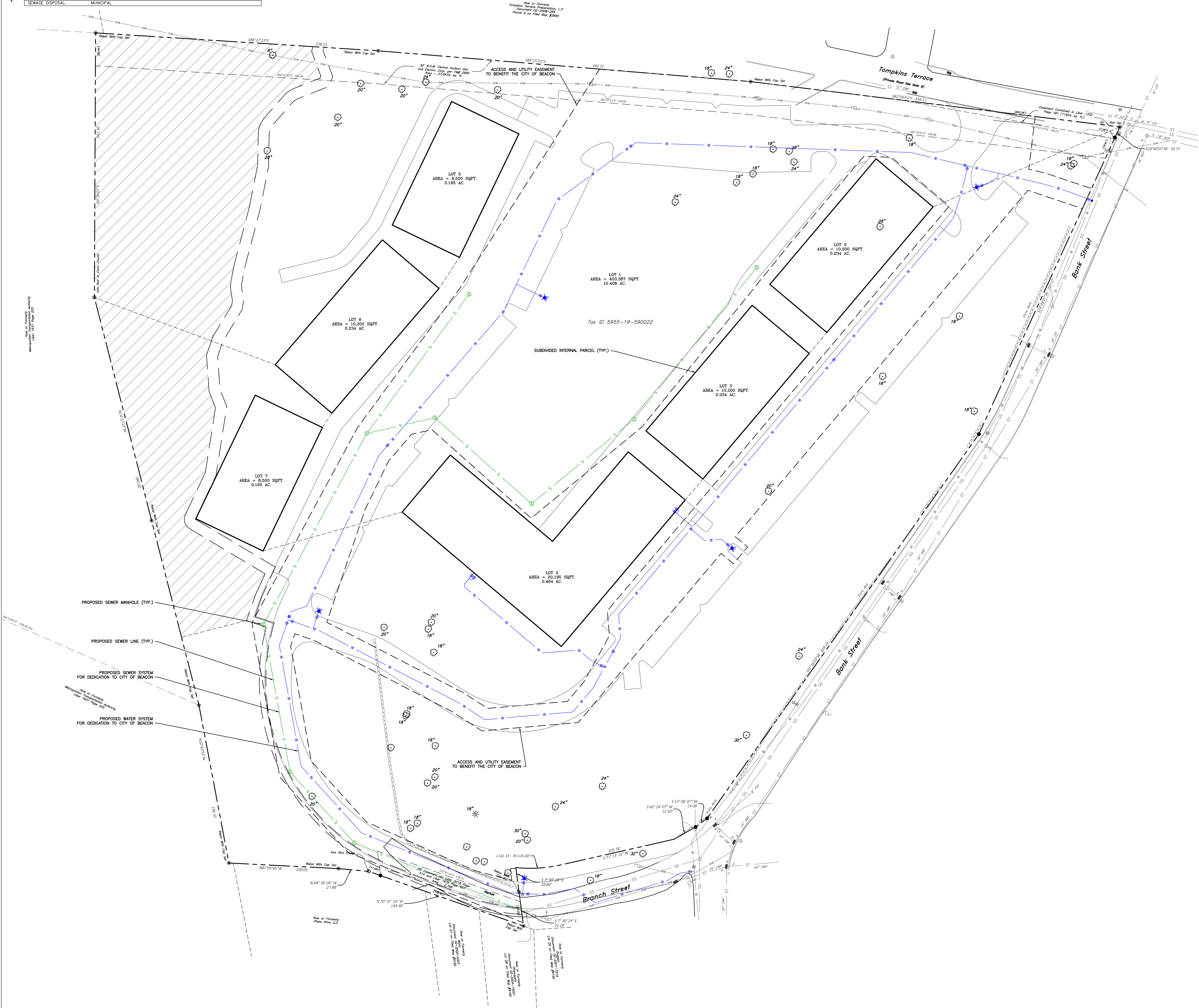
SCHEDULE B

SCHEDULE C

SEWER EASEMENT AREAS
(to be provided)

Sewer System Dedication Plan

PROJECT INFORMATION:	
PARCEL OWNER:	SCENIC BEACON DEVELOPMENTS, LLC, 28 CREEK DRIVE, BEACON, NY 12508
PROJECT ENGINEER:	HUDSON LAND DESIGN P.C., 174 MAIN STREET, BEACON, NY 12508
PARCEL LOCATION:	18-30 EDGEWATER PLACE, BEACON, NY 12508
TAX PARCEL ID:	5955-19-590022
PARCEL AREA:	±11.97-ACRES
WATER SUPPLY:	MUNICIPAL
SEWAGE DISPOSAL:	MUNICIPAL



SITE LOCATION MAP SCALE: 1" = 400'

LEGEND:	
	EXISTING PROPERTY LINE
	ADJOINING PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING STREAM
	EXISTING WETLAND BOUNDARY
	100' WETLAND BUFFER
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING TREE LINE
	EXISTING OVERHEAD WIRE
	EXISTING UTILITY POLE
	EXISTING SEWER SERVICE LINE
	EXISTING SEWER LINE
	EXISTING SEWER MANHOLE
	EXISTING SEWER CLEAN OUT
	EXISTING WATER LINE
	EXISTING WATER SERVICE LINE
	EXISTING WELL
	EXISTING HYDRANT
	EXISTING WATER SHUT OFF VALVE
	EXISTING WATER VALVE
	EXISTING STORM WATER LINE
	EXISTING ROOF LEADER
	EXISTING CATCH BASIN
	PROPOSED PROPERTY LINE

SUBDIVISION NOTES:

- This subdivision is approved under the provisions of the Beacon Zoning Law section 223-25 C (3), and is based upon a development plan (Site Plan) prepared by Arlyn Siegel, AIA, Hudson Land Design, Civil Engineer, Landscape Restorations, Landscape Designer, and TEC Land Surveying, entitled "EDGEWATER Site Plan and Special Use Permit Application" drawn January 31, 2017, with last revision date April 29, 2020, which received Site Plan Approval issued by the City of Beacon Planning Board, by Resolution dated September 11, 2018, and any amendment to such Site Plan Drawings or Site Plan Resolution as may be duly adopted by the Planning Board in the future ("the approved Site Plan").
- All Development on each of the seven lots in this subdivision continues to be subject to all requirements shown on the approved Site Plan. The approval of this Subdivision does not authorize any development within any Lot other than as shown on the approved Site Plan.
- All seven lots on the Subdivision are also obligated to maintain their respective properties in compliance with the applicable provisions of the City of Beacon Site Plan regulations which provide that the continued validity of any Certificate of Occupancy shall be subject to continued conformance with the approved Site Plan or any amendments thereto, and with any conditions thereof (section 223-25 A).
- Non-exclusive access for vehicular and pedestrian circulation and parking is provided for the benefit of proposed Lots 2 through 7 in the area designated for such purposes on the approved Site Plan.
- A non-exclusive undefined easement for access to utilities is provided for the benefit of Lots 2 through 7 over the entire area of Lot 1 to provide Lots 2 through 7 with access to gas, electric, and other utilities that run underground or overground throughout Lot 1, where such utilities currently stand or as they may be relocated on Lot 1.

FILED MAP REFERENCE:

Map entitled "Edgewater Final Subdivision Plat For Consolidation Prepared for Scenic Beacon Developments, LLC" prepared by TEC Land Surveying and filed in the Dutchess County Clerk's office on August 6, 2020 as filed map No. 12689.

Map entitled "Ash Kill Landing North" prepared by Peter R. Hustis, LS and filed in the Dutchess County Clerks office on May 10, 1984 as Map No. 6889.

Map entitled "Lands of JGS Realty Corporation" prepared by Rohde & Soyko Consulting Engineers, P.C. and filed in the Dutchess County Clerks office on February 25, 1981 as Map No. 5182.

Map entitled "Property of Ethel G. Whittenore" prepared by Robert Monell and filed in the Dutchess County Clerks office on October 16, 1959 as Map No. 2890.

Map entitled "Map of A Survey Prepared for Deborah Krzeczewski" prepared by Colin M. Houston, PLS, dated May 17, 2000.

Map obtained from MYS OGS shows lands underwater.

SURVEY NOTES:

- COPYRIGHT JOHNSON SURVEYING. ALL RIGHTS RESERVED. REPRODUCTION OR COPYING OF THIS DOCUMENT MAY BE A VIOLATION OF COPYRIGHT LAW UNLESS PERMISSION OF THE AUTHOR AND / OR COPYRIGHT HOLDER IS OBTAINED.
- UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
- ONLY BOUNDARY SURVEY MAPS WITH THE SURVEYOR'S EMBOSSED OR RED INKED SEAL ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION. A COPY OF THIS DOCUMENT WITHOUT A PROPER APPLICATION OF THE SURVEYOR'S EMBOSSED OR RED INKED SEAL, SHOULD BE ASSUMED TO BE AN UNAUTHORIZED COPY.
- CERTIFICATIONS ON THIS BOUNDARY SURVEY MAP SIGNIFY THAT THE MAP WAS PREPARED IN ACCORDANCE WITH THE CURRENT EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC. THE CERTIFICATION IS LIMITED TO PERSONS FOR WHOM THE BOUNDARY SURVEY MAP IS PREPARED, TO THE TITLE COMPANY, TO THE GOVERNMENTAL AGENCY, AND TO THE LENDING INSTITUTION LISTED ON THIS BOUNDARY SURVEY MAP.
- THE CERTIFICATIONS HEREIN ARE NOT TRANSFERABLE.
- THE LOCATION OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS ARE NOT ALWAYS KNOWN AND OFTEN MUST BE ESTIMATED, IF ANY UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS EXIST OR ARE SHOWN, THE IMPROVEMENTS OR ENCROACHMENTS ARE NOT COVERED BY THIS CERTIFICATE.
- SUBJECT TO THE FINDINGS OF A CURRENT TITLE SEARCH.
- SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.
- SUBJECT TO ANY RIGHT, TITLE OR INTEREST THE PUBLIC MAY HAVE FOR HIGHWAY USE.
- BEARINGS AND NORTH SHOWN HEREON ARE REFERENCED TO MAG. 83-MY EAST USING NYSNET RTN GPS.

TOTAL PARCEL AREA:
521,182 SF OR 11.97 ACRES

TAX MAP REFERENCE:
CITY OF BEACON 5955-19-590022

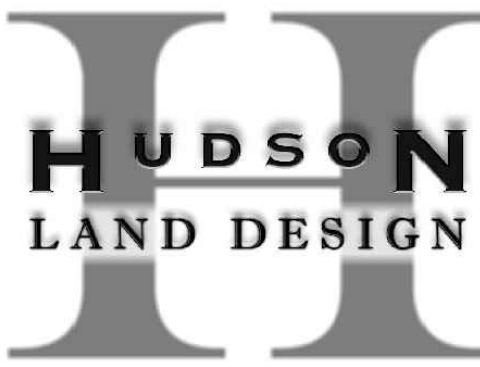
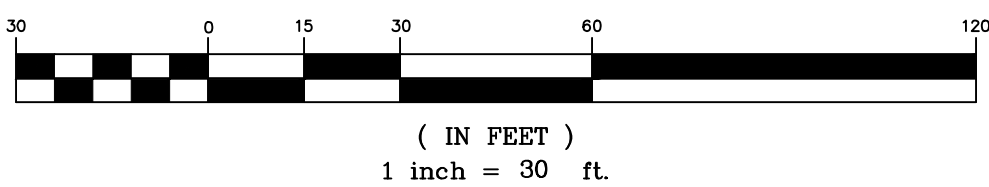
FLOOD BOUNDARY:
SUBJECT PARCEL IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER PANEL 360270443E DATED MAY 2, 2012.

WETLAND NOTE:
NO NYSDEC OR FEDERAL WETLANDS WERE FOUND DNSTE.

ZONING:
SUBJECT PARCEL IS LOCATED WITHIN THE (RD-1.7) DESIGN RESIDENCE DISTRICT AS PER MAP ENTITLED "CITY OF BEACON, NY ZONING" PREPARED BY LANC & TULLY ENGINEERING AND SURVEYING, P.C. REVISED: JULY 13, 2020.

DRAWN BY: CMB			CHECKED BY: MAB		
REVISIONS:			REVISIONS:		
NO.	DATE	DESCRIPTION	BY	NO.	DATE

SEWER SYSTEM DEDICATION PLAN
SCALE: 1" = 30'
GRAPHIC SCALE



HUDSON LAND DESIGN
PROFESSIONAL ENGINEERING P.C.
174 MAIN ST., BEACON, NEW YORK 12508
13 CHAMBERS ST., NEWBURGH, NEW YORK 12550
PH: 845-440-6926

SEAL

SEWER SYSTEM DEDICATION PLAN
EDGEWATER
18-30 EDGEWATER PLACE
CITY OF BEACON
DUTCHESS COUNTY, NEW YORK
TAX ID: 5955-19-590022

JOB #:	2016-015
DATE:	4/19/2024
SCALE:	AS NOTED
TITLE:	DEDICATION
SHEET:	1 OF 1



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 39 OF 2024

**AUTHORIZING THE RECORDING OF AN OFFER OF DEDICATION OF SANITARY
SEWER INFRASTRUCTURE**

WHEREAS, the Beacon Planning Board received from Scenic Beacon Developments, LLC (“Applicant”) an application for Internal Property Subdivision Approval pursuant to City of Beacon Zoning Code §223-25.C(3) (the “Applicant”), for a 7-lot internal property subdivision (“Project”), on property located at 18-30 Edgewater Place in the Designed Residence Zoning District (“RD-1.7”) and designated on the Tax Map of the City of Beacon as Parcel ID# 5955-19-590022 (the “Property”); and

WHEREAS, by Resolution dated September 11, 2018, the Applicant received Site Plan and Subdivision (lot merger) approvals for the construction of seven buildings containing 246 apartments, including 25 workforce housing units (350 bedrooms total) (the “Approvals”); and

WHEREAS, by Resolution dated March 12, 2024, the Planning Board granted Preliminary and Final Subdivision approval for the internal lot subdivision for the Edgewater Project; and

WHEREAS, pursuant to the Planning Board approvals, the Applicant is required to install certain sanitary sewer infrastructure as more specifically detailed in the approval Resolution, staff comments, and approved plans (the “Sanitary Sewer Infrastructure”); and

WHEREAS, as a condition of the March 12, 2024 internal lot subdivision approval resolution, the Applicant is required to either form a transportation corporation for sewer works pursuant to the provision of the NYS Transportation Law or submit to the City an offer of Cession and Dedication for the Sanitary Sewer Infrastructure; and

WHEREAS, by letter dated April 19, 2024, the applicant submitted an irrevocable Offer of Dedication of the Sanitary Sewer Infrastructure.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby expresses its non-binding intent to accept dedication of the Sanitary Sewer Infrastructure; and

BE IT FURTHER RESOLVED, the City authorizes the recoding of the irrevocable Offer of Dedication of the Sanitary Sewer Infrastructure upon the following conditions:

1. The irrevocable Offer of Dedication of the Sanitary Sewer Infrastructure shall be in form and substance acceptable to the reasonable satisfaction of the City Attorney and City Engineer;
2. The Applicant shall pay to the City all professional review fees incurred by the City in connection with the Offer of Dedication for the Sanitary Sewer Infrastructure;
3. The Sanitary Sewer Infrastructure shall be installed in accordance with the plans approved by the City and as may be modified, and in conformance with all applicable laws, rules and regulations, to the satisfaction of the City Engineer; and
4. As the Project was previously to be served by a private sanitary sewer line and is now being offered for public dedication, which may result in further comments or changes to the plans, prior to the recording of the irrevocable Offer of Dedication, the Applicant shall meet and confer with City staff to receive comments regarding modifications, clarification or further information required with respect to the Sanitary Sewer Infrastructure.

BE IT FURTHER RESOLVED, this resolution shall not be construed as an acceptance of the offer of the Sanitary Sewer Infrastructure or any other materials or infrastructure and the City reserves the right to accept or reject the offer of the Sanitary Sewer Infrastructure upon any conditions as it deems appropriate.

Resolution No. 39 of 2024			Date: May 6, 2024				
☐ Amendments			☐ 2/3 Required				
☐ On roll call.			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
05/06/2024

Title:

Resolution No. 40 - Approving Amendments to the 2024 Budget

ATTACHMENTS

[Finance Director Memorandum Regarding Proposed Amendments to the 2024 Budget](#)

[Resolution Approving Amendments to the 2024 Budget](#)

City of Beacon
Council Budget Amendments
April 29, 2024 Meeting

1. Amend the 2024 General Fund Transfer Station Budget to cover the cost of repairs to the Morbark Grinder. Below is the proposed budget amendment:

TRANSFER TO:

A -08-8189-447200-	REPAIR OF EQUIPMENT	<u>\$ 40,000</u>
--------------------	---------------------	------------------

TRANSFER FROM:

A -01-1990-400001-	CONTINGENCY FUND	<u>\$ 40,000</u>
--------------------	------------------	------------------

2. Amend the 2024 General Fund Police Budget and Water Budget for accumulated earned and unused time paid to employees upon resignation. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3120-190000-	SEVERANCE/RETIREMENT PAY	\$ 6,103
F -08-8340-190000-	SEVERANCE/RETIREMENT PAY	19,176
		<u>\$ 25,279</u>

TRANSFER FROM:

A -01-1990-400004-	CONTINGENCY-RETIREMENT	\$ 6,103
F -01-1990-400004-	CONTINGENCY-RETIREMENT	5,000
F -01-1990-400001-	CONTINGENCY FUND	14,176
		<u>\$ 25,279</u>

Respectfully submitted,
Susan K. Tucker CPA



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 40 OF 2024

**APPROVING AMENDMENTS TO THE
2024 CITY OF BEACON BUDGET**

BE IT RESOLVED THAT, that the City of Beacon City Council hereby authorizes the attached amendments to the 2024 Budget.

Resolution No. 40 of 2024			Date: May 6, 2024				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon
Council Budget Amendments
April 29, 2024 Meeting

1. Amend the 2024 General Fund Transfer Station Budget to cover the cost of repairs to the Morbark Grinder. Below is the proposed budget amendment:

TRANSFER TO:

A -08-8189-447200-	REPAIR OF EQUIPMENT	<u>\$ 40,000</u>
--------------------	---------------------	------------------

TRANSFER FROM:

A -01-1990-400001-	CONTINGENCY FUND	<u>\$ 40,000</u>
--------------------	------------------	------------------

2. Amend the 2024 General Fund Police Budget and Water Budget for accumulated earned and unused time paid to employees upon resignation. Below is the proposed budget amendment:

TRANSFER TO:

A -03-3120-190000-	SEVERANCE/RETIREMENT PAY	\$ 6,103
F -08-8340-190000-	SEVERANCE/RETIREMENT PAY	19,176
		<u>\$ 25,279</u>

TRANSFER FROM:

A -01-1990-400004-	CONTINGENCY-RETIREMENT	\$ 6,103
F -01-1990-400004-	CONTINGENCY-RETIREMENT	5,000
F -01-1990-400001-	CONTINGENCY FUND	14,176
		<u>\$ 25,279</u>

Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda

05/06/2024

Title:

Resolution No. 41 - Urging the New York State Senate and Assembly to Pass the Packaging Reduction and Recycling Infrastructure Act (S4296-B/A5322-B) and to Expand the State's Bottle Bill (S237-B/A6353)

ATTACHMENTS

Climate Smart Coordinator Memorandum Regarding Proposed Packaging Reduction and Recycling Infrastructure Act (S4296-B/A5322-B) and Expanded Bottle Bill (S237-B/A6353)

Flyer for the Proposed Packaging Reduction and Recycling Infrastructure Act (S4296-B/A5322-B) and Expanded Bottle Bill (S237-B/A6353)

Conservation Advisory Committee Letter Regarding Packaging Reduction and Bottle Bill

Resolution Urging the New York State Senate and Assembly to Pass the Packaging Reduction and Recycling Infrastructure Act (S4296-B/A5322-B) and to Expand the State's Bottle Bill (S237-B/A6353)



CITY OF BEACON

1 Municipal Plaza
Beacon, New York 12508
(845) 838-5000

May 3, 2024

To: Chris White, City Administrator
Mayor Kyriacou & City Council

From: Faye Leone, Climate Smart Coordinator

Overview: The New York State Legislature is considering two bills which would directly benefit the City of Beacon. These are expected come to the floor for votes in May or early June, so environmental advocates are requesting support from local communities. Rochester, the Mayor of New York City, and other municipalities/counties statewide have voiced support for the laws.

The Packaging Reduction and Recycling Infrastructure Act (S4296-B/A5322-B): The Packaging Reduction Bill would:

- Remove costs to taxpayers of packaging disposal through reimbursements to municipalities for waste disposal costs;
- Reduce packaging volume by requiring producers to decrease packaging by 50% over 12 years. For the remaining packaging, 70% must be recyclable by that time, too – driving improvements in infrastructure; and
- Bans 14 chemical toxins that impact health in our communities, including phthalates and PFOAs.

Proposed Expansion to the Returnable Container Act (S237-B/A6353): The proposed expansion would incentivize individuals to redeem their deposit bottles and cans rather than discarding them in the trash or recycling them through municipal programs. The Bill would double the current deposit to 10 cents, which has not increased since 1982, and would expand deposit laws to include wine, liquor, and most non-carbonated drink containers, which are currently exempted from the State's container deposits. Should this pass, research indicates that redemption is expected to substantially reduce waste going to incinerators and landfills.

Importance to the City of Beacon: The Conservation Advisory Committee (CAC) has provided a letter outlining these Bills' importance to Beacon. Relevant impacts include:

- **Reduction of Litter:** As a Hudson River waterfront community, we are directly impacted by litter in the Hudson River and Fishkill Creek;
- **Taxpayer Savings from Reduced Waste:** The bills would reduce Beacon's waste volume and reduce the significant local disposal costs, which total more than \$1 Million annually; and
- **Public Health Benefits:** Reducing plastic and toxic chemical pollution in our environment reduces adverse health impacts to humans and wildlife.

cityofbeacon@beaconny.gov
www.beaconny.gov

Help Stop Plastic Pollution in New York

State Lawmakers Need to Pass the Packaging Reduction and Recycling Infrastructure Act (Senate 4246-b, Assembly 5322-b)



New York State has a serious plastic problem.



At any given moment, at least **165 million** plastic particles are floating in New York Harbor.



An average of **6.8 million tons** of packaging waste is produced each year in New York state, constituting **40%** of the total waste stream. Most of this packaging is sent to landfills, burned in incinerators, or winds up polluting our streets, parks, and beaches.



New York City residents generate approximately **36 million pounds** of single-use plastic foodware each year. Tens of millions more pounds are collected from commercial establishments.



A 2022 poll found that **88%** of registered New Yorkers are concerned about single-use plastic products and support local and state policies to reduce single-use plastic.



Hugette Roe / Shutterstock.com

A new bill that's co-sponsored by more than half of the New York state legislature could turn the plastics crisis on its head. If enacted, the Packaging Reduction and Recycling Infrastructure Act (S4246-b / A5322-b) would take historic steps to reduce plastic production, put the cost and responsibility of managing waste on the companies creating the problem, and reduce toxic chemicals used in packaging. It would mandate that New York companies **reduce their packaging by 50%** over 12 years, require the remaining packaging to be **truly reusable or recyclable**, remove toxic chemicals from packaging, and **require companies to pay** to clean up their pollution — all huge steps forward in our fight to stem the plastics crisis.

You can demand a cleaner, brighter future for New York. Urge Senate Majority Leader Andrea Stewart-Cousins and Assembly Speaker Carl Heastie to bring the Packaging Reduction and Recycling Infrastructure Act to the floor for a vote.

Senate Majority Leader
Andrea Stewart-Cousins
+1 (518) 455 2715
scousins@nysenate.gov

Assembly Speaker
Carl Heastie
+1 (518) 455 3791
speaker@nyassembly.gov

More info at **BeyondPlastics.org** and **only.one/ny**



April 16, 2024

To: Mr. Kyriacou, City Administrator, Beacon City Council
From: Beacon Conservation Advisory Committee

Re: Packaging Reduction and Bottle Bill

With estimates of upwards of 40% of our waste stream consisting of packaging materials, cost of handling our waste, climate change concerns surrounding plastic production and waste utilization in general, prevalence of microplastics in our food & water and emerging evidence of their negative effects on our cardiovascular health, packaging reduction is a key component of a more sustainable waste management approach. CLCPA clearly states waste reduction as an important component of reaching our climate goals. Being a waterfront community we have an additional responsibility of keeping plastics out of our waterways, a daunting task in the current age of neverending plastic packaging and single use plastic containers.

As it stands now we, as taxpayers, bear the brunt of paying for current packaging practices, both in dollars and in our health. At the same time, individual municipalities like Beacon are powerless to change the status quo on their own.

Therefore, CAC is asking the City of Beacon to support enacting the Packaging Reduction and Recycling Infrastructure Act, as drafted in the New York Assembly A.5322-B and the New York Senate S.4246-B. The State Act would reduce waste, increase recycling rates, create jobs, reduce toxicity in products, provide millions of dollars in savings for local governments and taxpayers, and lower greenhouse gas emissions.

We also support New York State's Returnable Container Act (A6353/S237), known as the "bigger, better bottle bill." We expect it to reduce the volume of waste from Beacon households and better preserve the value of materials than our current recycling system alone. The provisions would raise the deposit on beverage containers from 5 cents to 10 cents. The State Act would also expand acceptable bottles to include wine, liquor, and most carbonated drinks. Redemption is expected to rise to 90% (from its current 64%) and substantially reduce waste going to incinerators and landfills across the state.

Respectfully,

Sergei Krasikov
Chair, Conservation Advisory Committee



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 41 OF 2024

**URGING THE NEW YORK STATE SENATE AND ASSEMBLY TO PASS THE PACKAGING
REDUCTION AND RECYCLING INFRASTRUCTURE ACT (S4296-B/A5322-B) AND TO
EXPAND THE STATE'S BOTTLE BILL (S237-B/A6353)**

WHEREAS, packaging makes up approximately 40 percent of the waste in New York State, the management of which costs taxpayers millions of dollars annually; and

WHEREAS, companies that produce packaging should help to bear the costs of this waste; and

WHEREAS, some packaging is neither recyclable nor reusable and refillable packaging systems are not readily available; and

WHEREAS, plastic causes serious pollution, including as litter and by use of toxic chemicals in the production of such; and

WHEREAS, the Packaging Reduction and Recycling Infrastructure Act (S4296-B/A5322-B) would reduce waste, increase recycling rates, create jobs, reduce toxicity in products, provide millions of dollars in savings for local governments and taxpayers, and lower greenhouse gas emissions; and

WHEREAS, the Packaging Reduction and Recycling Infrastructure Act should work in tandem with and supplement New York State's existing Returnable Container Act, which should be modernized to reflect an expanded market of beverages, and the deposit on beverage containers should be increased to 10 cents; and

NOW, THEREFORE, BE IT RESOLVED that the City of Beacon] urges the New York State Legislature to pass and Governor Kathy Hochul to sign into law a strong and effective Packaging Reduction and Recycling Infrastructure Act (S4296-B/A5322-B) and an expanded and modernized Bottle Bill (S237-B/A6353); and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Beacon is directed to send a copy of this resolution to Governor Kathy Hochul, State Assemblymember Jonathan Jacobson, State Senator Rob Rolison, the Speaker of the New York State Assembly, and the New York State Senate President Pro Tempore and Majority Leader.

Resolution No. 41 of 2024			Date: May 6, 2024				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
05/06/2024

Title:

April 15, 2024 Minutes

ATTACHMENTS

[April 15, 2024 Minutes](#)



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

Mayor Lee Kyriacou
Councilmember Amber Grant, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Jeffrey Domanski, Ward 2
Councilmember Pam Wetherbee, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**April 15, 2024
7:00 PM
Draft
City Council
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 Amber Grant, At Large

Councilmember Paloma Wake, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Jeffrey Domanski, Ward Two

Councilmember Pam Wetherbee, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Christopher White, City Administrator

Nicholas Ward-Willis, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Motion to amend the agenda to read the Proclamation of April as Child Abuse Prevention Awareness Month prior to holding the scheduled Public Hearing by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

Public Hearings

[Public Hearing on a Proposed Local Law Concerning Minimum Parking Requirements](#)

Motion to adjourn the public hearing to May 20, 2024 by Councilmember Rhodes.

Second by Councilmember Grant.

Motion passes 7 – 0.

Reports: Mayor, City Council, and City Administrator

[1. Proclamation of April as Child Abuse Prevention Awareness Month](#)

Local Laws and Resolutions

[1. Resolution No. 35 - Appointing Sandro Cabrera to the Position of Heavy Motor Equipment Operator](#)

Motion to pass the resolution by Councilmember Wake.

Second by Councilmember Rhodes.

Motion passes 7 – 0.

[2. Resolution No. 36 - Authorizing the City Administrator to Execute an Agreement for the West Main Pump Station and Force Main Project](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

3. [Resolution No. 37 - Authorizing the City Administrator to Execute an Agreement for the Rehabilitation of Fishkill and Teller Avenues Project](#)

Motion to pass the resolution by Councilmember Grant.

Second by Councilmember Aymar-Blair.

Motion passes 7 – 0.

Approval of Minutes

1. [April 1, 2024 Minutes](#)

Motion to approve the minutes by Councilmember Rhodes.

Second by Councilmember Wetherbee.

Motion passes 7 – 0.

Announcement of Next Meeting: April 22, 2024 at 7:00 p.m.

Public Comment - Second Opportunity

Adjournment

Motion to adjourn by Councilmember Aymar-Blair.

Second by Councilmember Wetherbee.

Motion passes 7 – 0.

City of Beacon City Council Agenda
05/06/2024

Title:

Executive Session: Personnel

ATTACHMENTS