



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 George Mansfield, Ward 4
City Administrator Chris White

September 29, 2025
7:00 PM
City Council Agenda

Roll Call

Workshop Agenda Items

1. Discussion of Commercial Property in the Fishkill Creek Development Zone
2. Draft Local Law Concerning the Train Station District
3. Appointment of Glenn Williams to the Position of Water and Sewer Maintenance Helper
4. Appointment of Michele Rios to the Board of Assessment Review
5. Appointment of David Ross to the Board of Assessment Review
6. Dutchess County IMA Concerning Public Safety Mutual Aid
7. Beacon Highway Garage Rooftop Solar Array Project Bid Results
8. Draft Resolution Requesting the State of New York Transfer Ownership of the University Settlement Camp Property to the City of Beacon

Executive Session Items

1. Executive Session: Contracts

City of Beacon City Council Agenda
09/29/2025

Title:

Discussion of Commercial Property in the Fishkill Creek Development Zone

ATTACHMENTS

City of Beacon City Council Agenda
09/29/2025

Title:

Draft Local Law Concerning the Train Station District

ATTACHMENTS

Draft Local Law Concerning the Train Station District

Draft Schedule of Permitted Uses

Draft Schedule of Dimensional Regulations

City of Beacon Zoning Map

PROPOSED LOCAL LAW NO. ____ OF 2025

CITY COUNCIL
CITY OF BEACON

A LOCAL LAW AMENDING CHAPTER 223 OF THE BEACON CITY CODE
CONCERNING THE TRAIN STATION (TS) DISTRICT

A LOCAL LAW to amend Chapter 223 of the Beacon City Code concerning the change of the Waterfront Development (WD) Zoning District into the Train Station (TS) District .

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

Section 1. Chapter 223 of the Beacon City Code, Article II – Establishment of Districts; Map; Boundaries, Section 223-2 entitled “Establishment of Districts,” Subsection E is hereby amended as follows:

§ 223-2 **Establishment of districts.**

...

E. ~~WD Waterfront Development~~ TS Train Station District Zone.

...

Section 2. Chapter 223 of the Beacon City Code, Article II – Establishment of Districts; Map; Boundaries, Section 223-3 entitled “Zoning Map” is hereby amended to change the name of the “Waterfront Development” and “WD” zoning district labels shown on the Zoning Map of the City of Beacon to the “Train Station District” and “TS” zoning district, respectively, and in each instance.

Section 3. Article IVA of Chapter 223 of the Beacon City Code entitled “Waterfront Zones” is hereby renamed as follows:

Article IVA **Waterfront ~~Zones~~ and Train Station Area**

Section 4. Chapter 223 of the Beacon City Code, Article IVA — Waterfront and Train Station Area, Section 223-41.4 entitled “Waterfront Development (WD) Zone is hereby renamed to the “Train Station (TS) District” and amended as follows:

§ 223-41.4 ~~Waterfront Development (WD) Zone~~ Train Station (TS) District.

This article establishes a comprehensive review for land uses in the Train Station (TS) District. Development within the TS shall be governed by this article, except to the extent that this article specifically incorporates by reference other sections of this chapter. In the event that any other provision of this chapter is inconsistent with the provisions of this article, then the provisions of this article shall control.

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

- (1) To encourage compact, mixed-use, pedestrian-oriented development near transit facilities that supports increased mobility, housing choice, and economic vitality while balancing automobile dependence~~stimulate the revitalization of the City and its waterfront by establishing a well-designed central focus for the City's waterfront area.~~
- (2) To provide for land uses consistent with the Beacon Local Waterfront Revitalization Plan and Comprehensive Plan, including residential and ~~waterfront~~-commercial uses, to serve as a catalyst for the economic and physical revitalization of the entire waterfront area.
- (3) To encourage a mix of uses ~~on the waterfront~~ with a consistent set of design standards to assure a unified and comprehensively planned development that will function effectively and achieve a high standard of site planning and architectural design.
- (4) To eliminate deteriorated structures and incompatible, visually unattractive or otherwise deleterious land uses.
- (5) To increase pedestrian public access to, and the potential for the enjoyment of, the waterfront and public park(s) and to integrate that access with existing and anticipated pedestrian public access opportunities on adjacent public lands.

B. Permitted principal uses. Permitted principal uses shall be those uses listed in the Schedule of Uses as follows, subject to a requirement that a minimum of 25% of the total development's floor area within 400 feet of the train station shall be permitted nonresidential uses, not including artist live/work spaces. Additionally, the City Council may permit by resolution other uses which are similar to those uses permitted in the Schedule of Uses within the TS District; which must be built out before or concurrently with any residential development of the site:

- ~~(1) — Any principal use permitted in the WP Zone.~~
- ~~(2) — Residential multifamily dwelling unit.~~

- ~~(3) Convenience retail and personal service shop designed to serve the needs of area residents and commuters.~~
- ~~(4) Restaurant, bar, or brew pub.~~
- ~~(5) Inn, hotel, fitness center, spa, or day care centers.~~
- ~~(6) Art, craft, or fine arts gallery.~~
- ~~(7) Office. The Planning Board may limit the extent of office uses on the first floor, depending on the building location within the overall development.~~
- ~~(8) Professional, small business and service facilities in the lower floors of multistory residential buildings.~~
- ~~(9) Artist live/work spaces.~~
- ~~(10) Public square, plaza, promenade, or pocket park.~~
- ~~(11) Public or semipublic use; live theater, concert hall, museum, or meeting room suitable for social, civic, cultural or education activity.~~
- ~~(12) Conference space or conference center.~~
- ~~(13) Microbrewery or microdistillery.~~
- ~~(14) Other use similar to the above uses as determined by resolution of the City Council.~~
- ~~(15)~~ **(1)** Wireless telecommunication services facilities, subject to § 223-26.4.

G. Special permit uses. The following uses may require a special permit:

- ~~(1) (Reserved)~~

D.C. Permitted accessory uses. Permitted accessory uses shall be as ~~follows:~~ set forth in the Schedule of Uses.

- ~~(1) Public festivals, street fairs, craft and art fairs and concerts. (Requires prior approval from City Council under § 23-7 of the City Code.)~~
- ~~(2) Uses customarily incidental to permitted uses, and support facilities necessary to serve permitted uses.~~
- ~~(3) Public garages and off-street parking.~~
- ~~(4) Enclosed storage.~~

- ~~(5) — Rooftop gardens, greenhouses and solar collectors.~~
- ~~(6) — Public or semipublic accessory uses, such as bandshells, kiosks and gazebos.~~
- ~~(7) — Short term rentals in any dwelling unit, or room(s) therein, located in a one-family home, two-family home, accessory apartment, or multifamily dwelling, as provided in § 223-26.5.~~

~~E. — Procedure for review of waterfront development proposals.~~

- ~~(1) — Each waterfront development project shall require:
 - ~~(a) — Special permit approval by the Planning Board; and~~
 - ~~(b) — Site plan approval by the Planning Board.~~~~
- ~~(2) — The Planning Board's review of a special permit application for a waterfront development project or projects shall also include review of a waterfront development concept plan, which contains a proposed designation of the appropriate land uses, or a range of land uses, for the overall development of the site. The purpose of this review is to assure that the site will be developed in accordance with an overall comprehensive plan, even though the total waterfront development may consist of several separate waterfront development projects, which might be constructed at different times.~~

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

~~G. — Procedure for special permit and waterfront development concept plan review.~~

- ~~(1) — Application. The application for a waterfront development special permit for one or more waterfront development projects shall be submitted to the Planning Board. The application shall consist of narrative text, drawings and/or illustrations describing the proposed waterfront development project and concept plan. Drawings shall be submitted approximately to scale, but need not be to the precision of a finished engineering drawing, or a final site plan. The application shall include the following:
 - ~~(a) — A written description of the waterfront development project(s) and concept plan and a description of the manner in which such proposal meets the purposes of the Waterfront Development Zone; how it is consistent with the City of Beacon Local Waterfront Revitalization~~~~

Plan; and describing the manner in which the public interest would be served by the proposed waterfront development, including the description of the benefits to the City as a whole and the waterfront neighborhood.

- ~~(b) — A land use plan showing the various proposed land uses and their spatial arrangement, including the proposed general location of buildings, parking areas, public, community and/or recreation facilities, utility and maintenance facilities and open space.~~
- ~~(c) — An indication of the approximate square footage of buildings and the approximate number of dwelling units of each housing type and size.~~
- ~~(d) — An indication of the appropriate number of parking and loading spaces in relationship to their intended use, accompanied by a description of any alternative means of parking to be utilized.~~
- ~~(e) — A general indication of any phasing of construction.~~
- ~~(f) — The general configuration of the interior road system and connection/access to the adjoining road system.~~
- ~~(g) — Waterfront development concept plan showing the relation of the proposed uses to existing and proposed uses adjacent to the site.~~
- ~~(h) — The general configuration of the pedestrian circulation system, including the general location of any public access to or along the riverfront, and the connection of such pedestrian passageways to adjoining properties.~~
- ~~(i) — The proposed architectural treatment of views and viewing points from the site to the Hudson River; to the site from the Hudson River and from Riverfront Park and Dennings Point; and over the site from any viewsheds identified in the LWRP.~~
- ~~(j) — Descriptions, sketches and elevations showing the general architectural treatment and design scheme contemplated for the entire development and specifically for any public spaces or major elements of the site plan.~~
- ~~(k) — Such additional information as the Planning Board may deem necessary in order to properly evaluate the application.~~
- ~~(2) — Planning Board review of special permit and waterfront development concept plan application.~~

~~(a) Environmental compliance:~~

- ~~[1] The approval of a waterfront development project is an action under the State Environmental Quality Review Act, and all proceedings to review such project shall comply with applicable requirements of SEQR.~~
- ~~[2] Upon receipt of an application for a special permit and waterfront development concept plan, the Planning Board shall commence a coordinated review under SEQR and institute lead agency procedures after identifying all involved and interested agencies, as provided by law.~~
- ~~[3] Because any waterfront development will constitute an important element in the implementation of the City's Local Waterfront Revitalization Plan, the preparation of a Draft Environmental Impact Statement shall be required by the lead agency. Such DEIS shall comply with all requirements of law. To the extent possible in accordance with law, the DEIS submitted in connection with the special permit and waterfront development concept plan approval shall be sufficiently specific so as to eliminate the need for additional and/or supplemental DEIS's during the site plan stage of the approval process.~~
- ~~[4] To the extent possible in accordance with law, the preparation of the DEIS shall be integrated into the existing agency review processes and should occur at the same time as the other agency reviews, including the special permit and waterfront development concept plan review. When a SEQR hearing is to be held, it should be conducted jointly with other public hearings on the proposed action, whenever practicable.~~
- ~~[5] Notwithstanding Subsection G(2)(a)[1] through [4] immediately above, where a waterfront development project includes a phase (or phases) comprised solely of uses permitted in the Waterfront Park District, and where a lead agency has been established and has scoped a DEIS for the overall waterfront development project, said phase (or phases) may be segmented for the purposes of environmental review in accordance with the provisions of SEQR. In such case, the lead agency shall require the preparation of a full environmental assessment form (EAF) for its use in rendering a determination of significance regarding said phase(s). Further, the lead agency shall notify all involved and~~

~~interested agencies that the phase(s) will be segmented and shall send a copy of the EAF with said notification.~~

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

~~[1] The proposed waterfront development project will fulfill the purposes of the waterfront development zone.~~

~~[2] The proposed waterfront development project meets the Waterfront Development Design Standards set forth in § 223-41.4J, to the extent applicable at the special permit stage.~~

~~[3] The proposed waterfront development project will be in harmony with the appropriate and orderly development of the City's waterfront area.~~

~~[4] The proposed waterfront development project will not hinder or discourage the appropriate development and use of adjacent lands.~~

~~[5] The proposed land uses will be in accordance with the approved waterfront development concept plan.~~

~~[6] The proposed waterfront development uses meet the standards of § 223-41.4B.~~

~~[7] The proposed project is otherwise in the public interest.~~

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

~~(3) (Reserved)~~

~~(4) Time periods for development pursuant to special permit. At the time of approving a special permit, the Planning Board may set forth the time period in which construction is to begin and be completed. The Planning Board may, in its discretion, extend any time period it has previously set where it finds that changing market conditions or other circumstances have acted to prevent the timely commencement or completion of work, and that the developer has~~

~~proceeded with reasonable diligence in an effort to assure completion of the work within the permitted time period. The extension of these time periods shall not require the holding of a new public hearing.~~

- ~~(5) Revisions to waterfront development special permit. After approval of a waterfront park special permit, any proposed revisions in the approved special permit shall be submitted to the Planning Board or its designee. The Planning Board, in its discretion, shall determine the appropriate procedures for consideration of the proposed revisions, and whether such revision is material enough to require further environmental analysis, further project review and/or a further hearing, as it may deem appropriate.~~
- ~~(6) Processing of phases comprised of Waterfront Park District uses. Notwithstanding other provisions of the waterfront development review and approval process, where a waterfront development project includes a phase (or phases) comprised solely of uses permitted in the Waterfront Park District, the Planning Board may process and grant special permit approval to said phase(s) in advance of the complete processing of the overall project so long as the SEQR process has been complied with in accordance with the provisions of § 223-41.4G herein; said phase is an integral part of an appropriate waterfront development concept plan, as determined by the Planning Board; and the overall review and approval process for waterfront development special permits as outlined herein, including all referrals and hearings, has been complied with for said phase(s). After the granting of special permit approval, said phase(s) may proceed to site development plan review and approval for said phase(s) in accordance with Subsection H immediately below.~~

H.D. ~~Site development plan review. After approval of the waterfront development special permit the~~Each project shall require site plan approval by the Planning Board pursuant to § 223-25A. ~~The~~ Planning Board may grant site plan approval ~~to a waterfront development project as follows:-~~

- (1) Application for site plan approval. The application for site ~~development~~ plan approval shall contain all the material set forth in § **223-25B** of this Zoning Ordinance. In addition, the applicant shall submit the following:
 - (a) Information to establish that the proposed site plan meets the ~~waterfront development~~ standards set forth in Subsection **EJ**.
 - ~~(b) Information to establish that the proposed site plan is in substantial conformance with the approved waterfront development concept plan.~~

~~(e)(b)~~ Preliminary elevations showing the general architectural and design treatment of all buildings, public and open spaces and other site plan elements.

~~(d)~~ Information to establish the relationship of the proposed project to later elements of the development of the site, including any other adjacent and nearby lands that are not part of the applicant's planned waterfront development projects.

~~(e)(c)~~ Such other information as the Planning Board may reasonably require in order to evaluate the site plan application.

~~(f)(d)~~ Application fees ~~as may be required pursuant to Subsection F.~~

(2) Planning Board review of site plan.

(a) The Planning Board shall conduct a detailed review of the adequacy, location, arrangement, design and appearance of each aspect of the proposed development. ~~While the scope of the Planning Board's review of the site plan will generally relate to the waterfront project at issue,~~ the Planning Board shall have the authority to assure that aspects of the overall development of the site (e.g., stormwater management, domestic water and fire protection, sanitary sewer, all utilities, streets, etc.) shall be adequate to suit the purposes and needs of the ~~entire waterfront~~ area, as it is finally developed.

(b) In acting on any site ~~development~~ plan application, the Planning Board shall take into consideration ~~any approved special permits and waterfront development concept plans,~~ the proposed design and layout of the entire ~~waterfront area~~ district, including the proposed location, height and buffer of buildings, traffic circulation within and without the site, provision of off-street parking, exterior lighting, display of signs, landscaping, buffer areas and open spaces and architecture and design, so that any development will have a harmonious relationship with the existing or permitted development of contiguous land and of adjacent neighborhoods, and so that pedestrian and vehicular traffic will be handled adequately and safely within the site and in relation to the adjoining street system. Particularly, the Planning Board shall assure that the proposed site plan meets the ~~waterfront development~~ standards set forth in Subsection ~~E~~F.

~~(e)~~ The proposed site development plan shall be in general conformance with the waterfront development concept plan. ~~While the waterfront development concept plan approval will approve a general layout on~~

~~the site, the individual site plans for particular waterfront development projects will provide detailed building envelopes, elevations and site design details regarding proposals for various projects within the site. The Planning Board may exercise its discretion in allowing minor variations from the waterfront development concept plan so long as the site plan is, in the Planning Board's judgment, generally in keeping with the waterfront development concept plan. In no case, however, shall the Planning Board have the authority to approve a total number of dwelling units or total density in the waterfront development which exceeds the number approved as part of the special permit and waterfront development concept plan. Nor shall the Planning Board have the authority to approve the total square footage of nonresidential space above that approved in the special permit.~~

- (3) Time period for construction. At the time of approving the site plan, the Planning Board may set forth the time period in which construction is to begin and be completed. The Planning Board may, in its discretion, extend any time period it has previously set where it finds that changing market conditions or other circumstances have acted to prevent the timely commencement or completion of work, and that the developer has proceeded with reasonable diligence in an effort to assure completion of the work within the permitted time period. The extension of these time periods shall not require the holding of a new public hearing.
- ~~(4) Adjustments to site plan during construction. During the construction of an approved site plan, the Building Inspector or the City Engineer may authorize minor adjustments to the approved plans which are consistent with the overall approved site plan, when such adjustments appear necessary in the light of technical or engineering considerations which develop during actual construction, or when such adjustments are required in order to comply with law, rules or regulations made applicable to the subject property by any agency or instrumentality of the United States, New York State, Dutchess County or City government. The Building Inspector or City Engineer may, in his discretion, refer any such proposed change to the Planning Board for review. The Planning Board may determine to treat the modification as a minor site plan adjustment under this section or to treat it as a site plan amendment under Subsection G(5). If treated as a minor site plan adjustment, the Planning Board may authorize the Engineer or Building Inspector to approve the requested change.~~
- ~~(5) Site plan amendments. If the Planning Board determines that the character of the proposed changes requires a site plan amendment, the Planning Board shall process the application as an amended site plan under this Subsection G(5) and~~

~~shall have discretion to determine the extent of further environmental analysis and project review that is required. After appropriate review, the Planning Board shall approve the site plan amendment by resolution.~~

~~I. Subdivision within a waterfront development. The Planning Board may review any proposed subdivision applications within a waterfront development at any time. Any requests for subdivision approval shall follow the procedures set forth in the City of Beacon's Subdivision Regulations. The bulk standards, setbacks and other dimensional requirements of the WD Zone shall apply to the gross land area of the total waterfront development, whether or not the gross land area is or will remain in one ownership, and shall not apply to individual or subdivided lots.~~

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

- (1) Comprehensive design. The ~~WD-TS~~ Zone allows for ~~flexibility of design to encourage innovative~~ site planning and ~~creative~~ use of the two specified areas ~~specified~~: north area and south area. While the ~~TS WD~~ north area is expected to contain primarily residential development, the southern portion of the district is expected to contain various elements of mixed-use development (e.g., residential, commercial, retail, cultural, etc.). Each area must be planned with a comprehensive plan for ingress, egress, circulation and utility service. The architectural styles of various buildings must be compatible within each ~~portion~~ area of the ~~TS WD~~ district and must attain high standards of design.
- (2) Relationship to river and ~~MNRR-train~~ station. All elements of a project within the ~~TS WD~~ Zone shall ~~also be sensitive to consider~~ the site's relationship to the river and the ~~MNRR-train~~ station, and shall be designed accordingly.
- (3) Provision of view corridors. The sites shall be developed in such a way as to preserve important public views from upland locations as specified but not limited to view corridors identified in the Local Waterfront Revitalization Program (LWRP). For the ~~TS WD~~ north area, building rooflines should step down, from north to south, to follow contour and elevation of the topography directly to the east of the development site. For the ~~TS WD~~ south area, building roofline should step down, from east to west, to protect views from Beekman and River Streets to maximum extent practicable. No building ~~in the TS south~~ area shall be taller than 32 feet above grade at the curb line of Beekman Street.
- (4) Architectural design standards.
 - (a) The various elements of any project shall be integrated by cohesive architectural treatment and compatible design.

- (b) Buildings shall be designed in consideration of appearance from all vantage points.
- (c) Architectural elements shall be used to provide visual interest, reduce apparent scale of the development and promote integration of the various design elements in the project.
- (d) Groups of related buildings shall be designed to present a compatible appearance in terms of architectural style. Compatible appearance should seek to achieve non-excessive difference rather than identical similarity.
- (e) Building lines shall be varied to the extent practicable in order to provide an interesting interplay of buildings and open spaces.
- (f) Appurtenances on buildings and auxiliary structures, such as mechanical equipment or water towers, parking facilities, or storage buildings, shall receive architectural treatment and screening consistent with that of principal buildings.
- (g) Parking decks should be screened from public view to maximum extent practicable, ~~preferably with "green screen" techniques.~~ Screening should prioritize "green screen" or similar landscaped treatments (such as climbing vines, living walls, or planter systems) to soften the appearance of the structure. Where green screening is not feasible due to site constraints or maintenance considerations, alternative architectural treatments – including decorative façade panels, louvers, patterned masonry, or other high-quality materials – may be used, provided they achieve an equivalent level of visual mitigation and complement the design of adjacent buildings and streetscape."
- (h) Buildings should have a top-floor cornice feature and first-floor architectural articulation, such as a storefront with a secondary cornice or an architecturally emphasized entrance doorway, to accent the central body of the building.
- (i) Wherever practicable, buildings should employ texture or additional detailing to accentuate the base of buildings and provide human scale.
- (j) Architectural features and windows should be continued on all sides of the building that are clearly visible from a street or public parking area, avoiding any blank walls, except in cases of existing walls or potential common property walls. Larger buildings shall incorporate

significant breaks in the facades and rooflines at intervals of no more than 35 feet.

- (k) Primary individual window proportions shall be greater in height than in width. Mirrored, reflective, or tinted glass, all-glass walls, and exterior roll-down security gates shall not be permitted. Any shutters shall match the size of the window opening, appear functional, and be attached to the window frame.
- (l) Building elements that provide additional architectural interest, such as bay windows, and cornices, but not including balconies or porches, may encroach up to two feet beyond the front line if the bottom of the encroaching building elements is at least 12 feet above grade.
- (m) Metal, glass or canvas-type awnings and canopies or projecting signs are encouraged and may encroach up to six feet for awnings and three feet for signs into the front setback and over the sidewalk above seven feet. Vinyl awnings are discouraged unless the applicant can demonstrate to the Planning Board's satisfaction that the finish and design of such awning are of high quality, aesthetically pleasing and meet the intended standards of the district, as determined by said Board.
- (n) Buildings, excluding entrances to parking structures or areas of a building solely for parking, shall have a front entrance door facing the primary street and connected to the sidewalk. Front entrance doors for commercial buildings and retail storefronts shall be active and provide main access during business hours.
- (o) Commercial buildings, excluding parking structures or areas of a building solely for parking, shall have at least 70% glass on the first-floor facades, located between two feet and 10 feet above the sidewalk. Residential buildings shall have at least 30% glass on the first-floor facades.
- (p) Finish building materials should be wood, brick, traditional cement-based stucco, stone or fiber-cement siding or other material deemed acceptable by the Planning Board. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls, plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic stone or brick, or synthetic stucco, exterior insulation and finishing system (EIFS), or direct-applied finish system (DAFS), and chain link fencing shall not be permitted.

- (5) Energy efficiency. The plan for development of any project shall be designed and arranged in such a way as to promote energy efficiency to the maximum extent practicable for all buildings. All buildings should meet or exceed LEED Silver rating or equivalency.
- (6) Landscaping, screening and buffering.
- (a) All sidewalks, open spaces, parking areas and service areas shall be landscaped and/or paved in a manner that will harmonize with proposed buildings. Materials for paving, walls, fences, curbs, benches, etc., will be attractive, durable, easily maintained and compatible with the exterior materials of adjacent buildings.
 - (b) The Planning Board may require buffer landscaping, fencing or screening to separate land uses, and to screen utility buildings, refuse collection areas, cooling systems and other similar installations and features.
 - (c) All plants, trees and shrubs shall be installed in accordance with a planting schedule provided by the developer and approved by the Planning Board. Landscape materials selected shall be appropriate to the growing conditions of the shoreline environment and this climatic zone.
- (7) Lighting. Streets, drives, walks and other outdoor areas shall be properly lighted to promote safety and encourage pedestrian use. All exterior lighting for the project shall be directed downward or otherwise appropriately shielded and designed to minimize excessive light. It shall have an attractive appearance compatible with the overall project design and waterfront character. Lighting type, number and locations shall be subject to Planning Board review and approval as part of the site plan review.
- (a) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots shall be a maximum of 20 feet high.
 - (b) All exterior lighting shall comply with the standards in § **223-14B**.
- (8) Signage.
- (a) All signs shall be planned and designed in accordance with an overall comprehensive signage plan, which shall be subject to Planning Board review and approval as part of site plan review.
 - (b) All signs shall be of a size and scale as determined appropriate by the Planning Board to accomplish their intended purpose.

- (9) Vehicular circulation system and traffic access. The rights-of-way and pavement widths for all internal streets, drives, parking structures, walks or other access ways for vehicles and/or pedestrians shall be determined on the basis of sound current planning and engineering standards, which shall accommodate projected demand but minimize impervious surface to the maximum extent possible.
- (10) Public access. While development in ~~WD- the TS~~ north area is expected to be primarily residential, development in ~~WD- the TS~~ south area is expected to accommodate public access to the MNRR-train station and Beacon waterfront. This will require certain private elements for the security and benefit of its residents and property owners. A clear boundary should be maintained between publicly accessible and private space. Development that provides access to the MNRR-train station (i.e. the ~~WD-TS~~ south area) public pedestrian access should be created in a manner which:
- (a) Enhances existing public access opportunities to the riverfront, in furtherance of the City's Comprehensive Plan and LWRP and the state's coastal policies.
 - (b) Coordinates such public access with existing or anticipated opportunities for public access to the MNRR-train station and Beacon waterfront west of the railroad tracks.
 - (c) Provides a public promenade along length of development facing the river.
- (11) Off-street parking and loading shall be provided in accordance with § 223-26.
- (a) General parking requirements.
 - [1] Off-street parking and loading areas shall be designed with careful regard to their relationship to the uses served and to the objectives for other open spaces. They shall be coordinated with the public street system serving the project in order to avoid conflicts with through traffic or obstruction to pedestrian walks.
 - [2] Parking and loading facilities not enclosed in structures shall be suitably landscaped and/or screened as determined appropriate by the Planning Board.
- (12) On-site utilities and services:
- (a) Underground lines. All on-site television, power and communication lines, as well as on-site water, sewer and storm drainage lines, shall

be installed underground in the manner prescribed by the regulations of the government agency or utility company having jurisdiction. Any utility equipment which will be necessarily located above ground will be adequately screened from view in an attractive manner.

(b) Approval of appropriate jurisdiction. All buildings within the waterfront development and train station zones ~~projects~~ shall be served by water supply, sanitary sewage and stormwater drainage systems as approved by the appropriate government agency or agencies having jurisdiction thereof. Stormwater drainage shall minimize siltation and nonpoint source discharge of salted areas and any other pollutants. Best management practices shall be required.

~~(e)~~ ~~Television hookups. Television hookups shall either be by cable television or a central antenna system designed to minimize adverse aesthetic impact.~~

~~(d)~~(c) Refuse collection. The waterfront development shall provide an adequate means of separation, and storing refuse between collections, which shall comply with all applicable City requirements, including recycling requirements. Such storage systems shall be designed to minimize adverse aesthetic impact.

~~(e)~~(d) Cooling systems. Cooling systems shall be designed so as to minimize adverse aesthetic and noise impacts.

~~(e)~~ Placement of utilities. Where possible, all utilities shall be placed within the right-of-way, and all possible steps shall be taken to avoid placement of utilities under the pavement, in order to assure ease of future maintenance.

(f) Rooftop structures and equipment. A separate plan shall be submitted detailing all rooftop structures and equipment, including, but not limited to, utility equipment. Provision shall be made for screening and aesthetic considerations related to both visual and noise impacts to public views from higher elevations and river locations as specified but not limited to view corridors identified in the Local Waterfront Revitalization Program (LWRP).

(13) Floodplain. The ~~waterfront-TS~~ development plan shall comply with the applicable provisions of ~~the Beacon Local Law for Flood Damage Prevention~~ Chapter 123 of this Code.

Section 5. Chapter 223 of the Beacon City Code, Article IVA – Waterfront and Train Station Area, Section 223-41.7 entitled “Bulk regulations applicable to Waterfront Development Zone,” is hereby amended as follows:

§ 223-41.7 **Bulk regulations applicable to ~~Waterfront Development Zone~~ Train Station District.**

A. Minimum site size: ~~35~~ acres.

B. Maximum height.

- (1) Area north of West Main Street (see illustration^[1]): Average of four stories of residential/mixed use over parking. Height may not exceed average of 75 feet from average ground level of the existing Metro-North parking.
- (2) Area south of Light Industry (LI) zone (see illustration^[2]): Average of three stories of residential/mixed use over parking. Height may not exceed average of 32 feet at Beekman Street, nor more than average of 70 feet above the average ground level of the existing Metro-North parking.
- (3) The illustrations of height attached in this subsection shall not be exceeded so that the public views to the east are adequately protected.

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

Section 6. Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-17, Subsection D, Attachment 1 entitled “Schedule of Dimensional Regulations” is hereby amended as follows:

SEE ATTACHED SCHEDULE

Section 7. Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-17, Subsection C, Attachment 2 entitled “Schedule of Use Regulations is hereby amended as follows:

SEE ATTACHED SCHEDULE

Section 8. The zoning map of the City of Beacon is hereby amended to change the Zoning District designation of a portion of the following parcel, owned by MTA, from the Waterfront Park (WP) Zone to the Train Station (TS) District -as follows:

City of Beacon Tax Parcel No.: 5954-25-549980, which is portion to be rezoned from the WP to the TS Zoning District: [INSERT METES AND BOUNDS/DESCRIPTION]

Section 9. Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-25, entitled “Site development plan approval” is hereby amended to add Subsection K as follows:

§ 223-25 Site development plan approval.

...

K. Adjustment or amendment to site plan.

(1) Adjustments to site plan during construction. During the construction of an approved site plan, the Building Inspector or the City Engineer may authorize minor adjustments to the approved plans which are consistent with the overall approved site plan, when such adjustments appear necessary in the light of technical or engineering considerations which develop during actual construction, or when such adjustments are required in order to comply with law, rules or regulations made applicable to the subject property by any agency or instrumentality of the United States, New York State, Dutchess County or City government. The Building Inspector or City Engineer may, in their sole discretion, refer any such proposed change to the Planning Board for review. If the proposed change is referred to the Planning Board, the Planning Board shall process the proposed change in accordance to Subsection K(2) below.

(2) Site plan amendments. If the Planning Board determines that the character of the proposed changes requires a site plan amendment, the Planning Board shall process the application as an amended site plan under this Subsection and shall have discretion to determine the extent of further environmental analysis and project review that is required. After appropriate review, the Planning Board shall approve the site plan amendment by resolution or authorize the Engineer or Building Inspector to approve the requested change.

Section 10. Consistency Revisions to the Beacon City Code, Comprehensive Plan, and Local Waterfront Revitalization Plan (LWRP), and other City of Beacon Planning and Zoning Documents.

The City Council authorizes the publisher of the City Code to change any remaining reference in the City Code to the WD and/or Waterfront Development zoning district so that it shall be revised to reference the TS and/or Train Station District. Additionally, it is the intent of the City Council that reference in planning and zoning documents created by the City of Beacon, including, but not limited to, the Comprehensive Plan and the Local Waterfront Revitalization Plan (LWRP) be read so that any reference to the WD and/or Waterfront Development zoning district shall be deemed to be a reference the TS and/or Train Station District.

Section 11. Ratification, Readoption and Confirmation.

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

Section 12. Numbering for Codification.

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 13. Severability.

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

Section 14. Effective date.

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

ZONING

223 Attachment 2

City of Beacon

§ 223-17. City of Beacon Schedule of Use Regulations

[Added 6-15-2020 by L.L. No. 7-2020;¹ amended 2-16-2021 by L.L. No. 2-2021; 9-19-2022 by L.L. No. 8-2022; 9-19-2022 by L.L. No. 9-2022; 5-5-2025 by L.L. No. 4-2025; 6-2-2025 by L.L. No. 5-2025; 7-7-2025 by L.L. No. 8-2025]

Permitted Uses by District	Reference Notes	All RI	All RD	T	GB	CMS	L	WDTS	WP	FCD	LI	HI
Residential												
One-family detached dwelling		P	P	P	X	X	X	X	X	X	X	X
One-family attached/semidetached	Including townhouses	X	P	P	X	X	P	X	X	P	X	X
Two-family dwelling		X	P	P	X	X	X	X	X	X	X	X
Multifamily dwelling		X	SP*	P	P	P	P	P	X	P	X	X
Artist live/work space	Subject to § 223-14.2	X	X	P	P	P	P	P	X	P	P	X
Retail/Office/Service												
Retail, personal service, or bank		X	X	X	P	P	P	P	X	X	P	X
Office		X	X	P	P	P	P	P	X	P	P	X
Artist studio, art gallery/exhibit space		X	X	P	P	P	P	XP	X	P	P	X
Funeral home		X	X	X	P	X	X	X	X	X	P	X
Commercial recreation, indoor		X	X	X	P	P	X	X	X	X	P	P
Auction gallery		X	X	X	P	X	X	X	X	X	P	P
Adult use	Subject to § 223-20.1	X	X	X	X	X	X	X	X	X	SP	X
Food/Lodging												
Restaurant or coffee house		X	X	X	P	P	P	P	SP*	P	X	X
Bar/brew pub/microbrewery/microdistillery		X	X	X	P	P	P	P	X	P	P	P
Food preparation business		X	X	X	P	SP	SP	X	X	X	P	P
Short-term rental	Subject to § 223-26.5	P	P	P	P	P	P	P	P	P	P	P
Bed-and-breakfast	Subject to § 223-24.4	SP	SP	SP	P	X	P	X	SP*	P	P	X
Inn		X	X	X	P	P	P	P	SP*	P	P	X
Hotel	Subject to § 223-14.1	X	X	X	P	P	P	P	X	X	P	X
Social/Community												
Spa/fitness center/exercise studio		X	X	SP	P	P	P	P	X	P	P	X
Day-care center		X	X	P	P	X	P	P	X	P	SP	X
Park, preserve, community garden		P	P	P	P	P	P	P	P	P	P	X
Theater, concert or conference space		X	X	X	P	P	P	P	X	P	P	X
Museum		SP*	SP*	SP*	P	P	P	P	X	P	P	SP
Place of worship/religious facility		P	P	P	P	X	X	X	X	X	P	X
Social club	Subject to § 223-24.2	SP	SP	SP	SP	P	X	X	X	X	SP	X
Government facility		P	P	P	P	P	P	P	P	P	P	P
Golf course		SP*	SP*	X	X	X	X	X	X	X	X	X
Health Care												
Hospital or nursing home	Subject to 223-21.1/22	SP*	SP*	X	X	X	X	X	X	P	P	P
Animal care facility		SP	SP	X	SP	X	X	X	X	X	SP	X
Educational												

¹ Editor’s Note: This local law also repealed former 223 Attachment 2, § 223-17D, Schedule of Regulations for Nonresidential Districts, as amended.

BEACON CODE

Permitted Uses by District	Reference Notes	All RI	All RD	T	GB	CMS	L	WDTS	WP	FCD	LI	HI
College or university		SP*	SP*	X	P	P	P	X	X	P	P	P
Trade school or training program		X	X	X	P	P	P	X	X	P	P	P
Private school or nursery school		SP	SP	SP	P	X	P	X	X	P	SP	X
Parking/Auto-Oriented												
Off-street parking or parking structure	Subject to § 223-26	X	X	SP	SP	SP	X	X	X	X	X	X
Vehicle sales or rental lot		X	X	X	SP	X	X	X	X	X	SP	X
Gas filling station and/or car wash	Subject to Ch. 210/§ 223-21	X	X	X	SP	X	X	X	X	X	SP	X
Auto body or repair shop	Subject to Chapter 210	X	X	X	SP	X	X	X	X	X	SP	X
Ambulance service		SP	SP	SP	P	X	X	X	X	X	P	X
Industrial or Assembly												
Wholesale business		X	X	X	P	X	X	X	X	X	P	P
Self-storage facility and warehouse storage	Subject to § 223-24.5	X	X	X	P/SP	X	X	X	X	X	P/SP	P/SP
Workshop		X	X	SP	P	P	P	X	X	P	P	P
Industrial or manufacturing use		X	X	X	X	X	SP	X	X	P	P	P
Other												
Wireless communication facility	Subject to § 223-26.4	P	P	P	P	P	P	P	P	P	P	P
Small cell wireless facility	Subject to § 223-26.4	P	P	P	P	P	P	P	P	P	P	P
Farm		P	X	X	X	X	X	X	X	X	X	X
Horticultural nursery		P	P	X	P	X	X	X	X	X	P	X
Historic District Overlay Use	Subject to § 223-24.7	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*
Permitted Accessory Uses (includes uses/structures customarily incidental to a permitted principal use, but not an activity for commercial gain in a residential district)												
Accessory apartment	Subject to § 223-24.1	P	P	P	P	P	P	P	P	P	P	P
Private tennis court or pool	Subject to § 223-13	P	P	P	X	X	X	X	X	X	X	X
Home occupation or artist studio	Subject to § 223-17.1	P	P	P	X	X	X	XP	X	X	X	X
Parking structure		X	X	SP	X	P	P	P	X	P	X	X
Drive-through facilities, standalone or accessory		X	X	X	X	X	X	X	X	X	X	X
Garden, roof garden, or greenhouse		P	P	P	P	P	P	P	P	P	P	P
Solar collectors	Subject to Article X	P	P	P	P	P	P	P	P	P	P	P
X = Use Not Permitted P = Permitted Use SP = Special Permit Use by Planning Board SP* = Special Permit Use by City Council	For specific standards see -->					Article IVD	Article IVE	Article IVA	Article IVA	Article IVC		

ZONING

223 Attachment 1

City of Beacon

§ 223-17. Schedule of Dimensional Regulations
[Added 6-15-2020 by L.L. No. 7-2020;¹ amended 9-19-2022 by L.L. No. 8-2022; 9-3-2024 by L.L. No. 8-2024]

Zoning District	Minimum Lot Size Area ^h (see also § 223-121)				Minimum Yards ^a			Minimum Distance Between Buildings Same Lot	Maximum Height Main Building (see § 223-13) (stories/feet)	Maximum percent Building Coverage		Maximum Number of Units per Building	Minimum Open Space	Zoning District	Also Refer to Pertinent Sections
	Area (square feet)	Per Unit (square feet)	Width (feet)	Depth (feet)	Front (feet)	Side (feet)	Rear ^{d,e} (feet)			Multifamily	All Other				
R1-120	120,000	120,000	250	350	70	50	75	—	2.5 / 35	N.A.	7%	1	—	R1-120	
R1-80	80,000	80,000	150	200	45	30	50	—	2.5 / 35	N.A.	10%	1	—	R1-80	
R1-40	40,000	40,000	150	150	35	25	50	—	2.5 / 35	N.A.	15%	1	—	R1-40	
R1-20	20,000	20,000	125	125	25	20	40	—	2.5 / 35	N.A.	20%	1	—	R1-20	
R1-10	10,000	10,000	85	100	20	15	35	—	2.5 / 35	N.A.	25%	1	—	R1-10	
R1-7.5	7,500	7,500	75	100	15	10	25	—	2.5 / 35	N.A.	30%	1	—	R1-7.5	
R1-5	5,000	5,000	50	100	10	10	20	—	2.5 / 35	N.A.	40%	1	—	R1-5	
RD-7.5 ^{d,e}	2 acres	7,500	200	200	20 to 35	25	50	30	3 / 35	15%	20%	12	—	RD-7.5 ^{d,e}	
RD-6 ^{d,e}	2 acres	6,000	200	200	50	25	50	30	2.5 / 35	15%	20%	16	—	RD-6 ^{d,e}	
RD-5 ^{d,e}	5,000	5,000	50	100	30	10	25	30	3 / 35	20%	30%	16	—	RD-5 ^{d,e}	
RD-4 ^{d,e}	5,000	4,000	200	200	40	20	40	30	2.5 / 35	20%	25%	20	—	RD-4 ^{d,e}	
RD-3 ^{d,e}	5,000	3,000	50	100	30	20	25	30	3.5 / 45	20%	40%	24	—	RD-3 ^{d,e}	
RD-1.8 ^{d,e}	5,000	1,800	50	100	30	20	25	30	10 ^b / 100	25%	40%	— ^c	—	RD-1.8 ^{d,e}	
RD-1.7 ^{d,e}	5,000	1,700	50	100	30	20	25	30	4.5 ^f / 55 ^f	25%	40%	36 ^g	—	RD-1.7 ^{d,e}	
T ^c	5,000	i	50	100	10	10	20	—	2.5 / 35	—	40%	—	—	T ^c	
GB	—	1,500	—	100	15	20	25	—	— / 35	—	—	—	—	GB	
CMS	—	—	—	75	0 to 10	0	20	—	3 / 38	—	—	—	10%	CMS	Art. IVD
L	—	—	—	75	0 to 20	0 to 30	25	—	4 / 48	—	—	—	15%	L	Art. IVE
FCD	2 acres	3,960	—	—	—	—	—	—	3 / 40	35%		—	30%	FCD	Art. IVC
WP	1 acre	—	—	—	10	—	—	—	2.5 / 35	20%		—	—	WP	Art. IVA
WDTS	35 acres	—	—	—	—	—	—	—	See Art. IVA	—		—	15% ^j	WDTS	Art. IVA
LI	—	1,500	60	100	20	20	25	—	— / 35	70%		—	20%	LI	
HI	—	—	60	100	30	20	25	—	— / 40	70%		—	20%	HI	

NOTES:

^a A private garage may be built across a common lot line in multifamily developments by mutual agreement between adjoining property owners, a copy of such agreement to be filed with the building permit application for such garage.

^b But not more than 65% of the dwelling units in a multifamily development may be contained in buildings more than 3 1/2 stories in height.

^c But not more than 24 dwelling units in any building 3 1/2 stories or less in height.

^d For multifamily developments, a well-designed and landscaped recreation or usable open space area, approved by the Planning Board, of 2,000 square feet for the first 20 dwelling units or part thereof, plus 100 square feet for each additional dwelling unit will be required.

^e In any RD or T District, the Planning Board may approve a subdivision of land into individual building lots containing a minimum of 1,800 square feet of area each and designed for attached or semi-attached single-family dwellings (townhouses), provided that the design is such that the gross dwelling unit density for the entire tract does not exceed that which can normally be permitted for multiple dwellings in the district in which the property is located and further provided that the Planning Board attaches such conditions and safeguards to its approval as, in its opinion, are necessary to assure that the entire property, including any designated common areas for open space, recreation or other purposes, will be properly maintained for the intended purpose(s) and not further subdivided in the future. In its sole discretion, the Planning Board may also reduce the required side yard setbacks to zero feet for subdivisions of land designed for attached or semi-attached single-family dwellings (townhouses) where appropriate, except that the minimum side yard setbacks for end unit dwellings shall not be reduced further than ½ the minimum side yard setback of the least restrictive adjoining residential district.

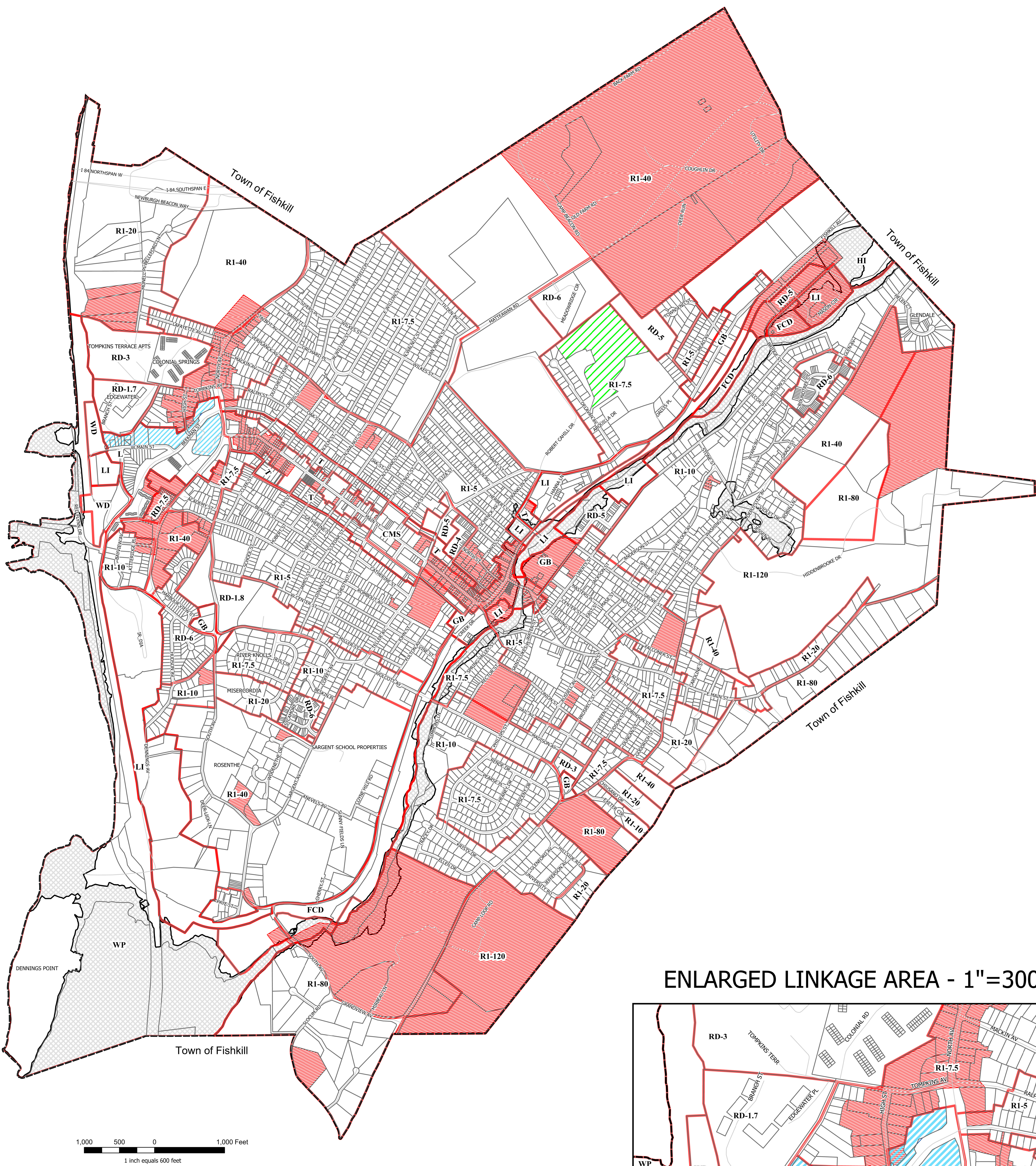
^f A maximum of one story of parking under a building shall not count toward the maximum building height limitation in feet and stories.

^g And each building shall not exceed 150 feet in length.

^h For all development proposals involving a total lot area of more than three acres within an R1, RD, or Fishkill Creek Development zoning district, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, predevelopment very steep slopes of 25% or more as defined in § 223-63.

ⁱ One-half the minimum lot size area per dwelling unit as the least restrictive adjoining residential district.

¹ Editor’s Note: This local law also repealed former 223 Attachment 1, § 223-17C, Schedule of Regulations for Residential Districts, as amended.



-  Roads
-  Parcels
-  boundary
-  Senior Affordable Housing Overlay District
-  Historic District and Landmark Overlay Zone
-  L District Overlay - additional commercial and industrial uses permitted
-  Flood Prone Areas based upon FEMA mapping

INDUSTRIAL DISTRICTS		RESIDENTIAL DISTRICTS	
	LI Light Industrial		R1-120 One Family - 120,000 sq.ft./dwelling
	HI Heavy Industrial		R1-80 One Family - 80,000 sq.ft./dwelling
WATERFRONT DISTRICTS			
	WP Waterfront Park		R1-40 One Family - 40,000 sq.ft./dwelling
	WD Waterfront Development		R1-20 One Family - 20,000 sq.ft./dwelling
	FCD Fishkill Creek Development		R1-10 One Family - 10,000 sq.ft./dwelling
COMMERCIAL DISTRICTS			
	GB General Business		RD-5 Designated Residence - 7,500 sq.ft./dwelling
	T Transitional Zone		RD-6 Designated Residence - 6,000 sq.ft./dwelling
	CMS Central Main Street		RD-5 Designated Residence - 5,000 sq.ft./dwelling
	L Linkage		RD-4 Designated Residence - 4,000 sq.ft./dwelling
			RD-3 Designated Residence - 3,000 sq.ft./dwelling
			RD-1.8 Designated Residence - 1,800 sq.ft./dwelling
			RD-1.7 Designated Residence - 1,700 sq.ft./dwelling

 LANC & TULLY Engineering and Surveying, P.C.	ZONING MAP PREPARED FOR			Date: 4/30/25 Revisions: 5/14/25
	CITY OF BEACON			GIS File: BEACON ZONING MAP Layout:
	DUTCHESS COUNTY, NEW YORK			Sheet No: 1 OF 1
Drawn By: TH	Check'd By:	Scale: 1" = 600'	Tax Map No:	Drawing No: A-17-5070-01

City of Beacon City Council Agenda
09/29/2025

Title:

Appointment of Glenn Williams to the Position of Water and Sewer Maintenance Helper

ATTACHMENTS

[Glenn Williams Resume](#)

[Superintendent of Water and Sewers Memorandum for the Appointment of Glenn Williams to the Position of Water and Sewer Maintenance Helper](#)

Glenn E Williams

Experience-

Depew Energy / Newburgh, NY- Service Technician/Installer

Jan 2021-Current

- Installed new HVAC equipment according to manufacturer specifications, ensuring proper functionality.
- Performed routine maintenance and repairs on HVAC systems, ensuring optimal performance and energy efficiency.
- Provided training and guidance to junior technicians on proper installation techniques and troubleshooting methods.
- Collaborated with customers to understand their specific heating and cooling needs, providing personalized solutions

JR Property Maintenance/ Wappingers falls, NY- Laborer

Oct 2020-Jan 2021

- Performed sanding, painting, and surface preparation for finishing work.
- Applied touch-ups and detailed finishes to ensure quality standards.
- Maintained a safe and organized work environment while completing assigned labor tasks.
- Operated hand and power tools for surface preparation and finishing work.

Education/Certifications-

- OSHA 30 Hour Certificate
- NYS Liquid Propane Emergency Responder Certificate
- EPA Universal Certification
- CDL Class B with Hazmat and Tanker Endorsement
- Auto Mechanic and Technician certificate, June 2020 from Dutchess BOCES-CTI
- Highschool Regents Diploma

Professional and Personal references provided upon request

Professional References-

[REDACTED]

[REDACTED]

[REDACTED]

Personal Reference-

[REDACTED]

[REDACTED]



CITY OF BEACON New York

WATER DEPARTMENT

845-831-3136

To: Christopher White
City Council

From: Edward Balicki

Re: New Hire Recommendation of Brandon Travis
Water and Sewer Maintenance Helper

Date: 9/22/2025

Please accept this recommendation to hire Glenn Williams to fill the vacant position of Water and Sewer Maintenance Helper. The interview committee consisted of HR Director Sara Morris, Working Supervisor Richard Kolakoski, and myself.

Glenn has experience in the field of construction installing HVAC systems, excavation for installation of gas services and electrical conduit, framing, and decking. Glenn has a Auto Mechanic and Technician certification and Class B CDL with Hazmat and Tanker Endorsements, which is needed for operation of the vac truck and sewer cleaning truck. We feel that Glenn will be asset to the Department and the City of Beacon.

The vacant position is budgeted for and was posted in all City Departments. I thank you for your consideration.

Respectfully,

Edward Balicki
City of Beacon Water and Sewer Department

City of Beacon City Council Agenda
09/29/2025

Title:

Appointment of Michele Rios to the Board of Assessment Review

ATTACHMENTS

[Michele Rios Committee Application](#)



CITY OF BEACON

COMMITTEE APPLICATION

Name

Michele Rios

Address

[REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Committee(s) Of Interest

Board of assessment review

Education Experience

Graduated high school 1983, received my real estate license in 2003, received my real estate brokers license 2005.

Interests & Skills

I am very interested in real estate, building, renovations of old buildings.

Areas of Expertise (business, civic, and certifications)

Real Estate.

Reference Name

[REDACTED]

Reference Address

[REDACTED]

Reference Email

[REDACTED]

Reference Phone Number

[REDACTED]

Reference Relationship

[REDACTED]

Digital Signature

Michele Rios

City of Beacon City Council Agenda
09/29/2025

Title:

Appointment of David Ross to the Board of Assessment Review

ATTACHMENTS

[David Ross Resume](#)

[David Ross Committee Application](#)

David A. Ross

Home address:



School address:

School of Visual Arts
MFA: Art Practice



Biography

Chairman of the MFA: Art Practice program at the School of Visual Arts in New York City, **David A. Ross**, has a 50-year career as an art museum professional and educator.

Career highlights have included curatorial and senior leadership positions at the Everson Museum of Art, the Long Beach Museum of Art, and the University Art Museum at UC Berkeley; and directorships at Boston's Institute of Contemporary Art, the Whitney Museum, and the San Francisco Museum of Modern Art. Ross was also a Co-Founder and President of the Artists' Pension Trust (a pioneering financial planning program for working artists), has lectured at various universities across the country, and has served as juror and commissioner at a broad range of international shows and exhibitions.

Long known as an advocate for artists and artists' rights, Ross began his museum career in 1971 when he was named the world's first video art curator at the Everson Museum in Syracuse, NY. Ross has found innovative ways to support emerging artists and new art practices throughout his career.

As a museum professional, his work has been defined by his willingness and proven ability to work within museums undergoing significant transition; Ross has successfully rebuilt staff, public programs, collections, and exhibition schedules while enhancing the reputation and community support for the institutions he has served.

As a museum director, Ross was concerned with improving the quality of permanent collections, supporting significant scholarship, and increasing museum membership and attendance through innovative programming and enhanced community relations.

Professional Experience

Chair April 2010 –
 MFA: Art Practice
 School of Visual Arts, New York

Editor-at-Large
 November 2008 – April 2010
 FLYP (FLYPmedia.com), New York,

Director June 1998 - August 2001
 San Francisco Museum of Modern Art

Director 1991 – 1998
 Whitney Museum of American Art, New York

Director 1982 – 1991
 The Institute of Contemporary Art, Boston

Assistant Director for Collections and Programs/ Chief Curator
 1977 – 1981
 University Art Museum, UC Berkeley

Deputy Director
 1974 – 1977
 Long Beach Museum of Art, Long Beach

Curator of Video Art
 1971 – 1974
 Everson Museum of Art, Syracuse

Boards & Associations

Board President April 2014 – present
 Emily Harvey Foundation, New York

Board April 2007 -- 2020
 Long March Foundation, Beijing, New York

Advisory Board November 2006 -- December 2007
 Saigon Open City, Ho Chi Minh City, Vietnam,

Trustee	June 2002 – April 2008 Studio Museum in Harlem
Trustee	February 2002 – June 2007 Beacon Cultural Foundation , Beacon, New York
Trustee	January 2004 - present 12 Duffield (The Glen Seator Foundation)
Member	January 2002 – 2020 Anaphiel Foundation , Miami, Florida
Member	January 1999 – April 2008 Committee Scientifico Fondazione CRT (Casa di Risparmio di Torino), Torino, Italy
Member	January 2002 – April 2008 La Caixa Foundation , Acquisitions Advisory Committee Barcelona, Spain,
Trustee	June 2001 –2008 American Anti-Slavery Group , Boston, Massachusetts
Trustee	1996 – present Rhizome (The New Museum), New York
Founding Member	1987 – 1992 Federal Advisory Committee on Major International Exhibitions ,
Trustee	1988 – 1997 Tiffany Foundation , New York
Director	1984 – 1991 Contemporary Art Television Fund (ICA Boston and WGBH-TV, Boston)
Member	1988 – 1993 Mass MOCA Development Commission , North Adams, MA
Member	1982 – 2002 American Association of Art Museum Directors

Advisor 1991 – 2002
Museum Exhibition Program
American Federation of the Arts

Trustee 1980 - 1982
San Francisco Art Institute

Jury Experience (selected)

Panel Member National Endowment for the Arts (Visual Arts,
Media Arts Inter-arts, Museums, Challenge), Washington, DC
1973 – 2001

Commissioner Venice Biennale (Organizing Commission)
1997

Commissioner Bienal Barro de América, Caracas
1998

Juror The Wolf Foundation Prize, Jerusalem
1992

Juror The Carnegie International, Pittsburgh
1991

Juror 50th Salon Nacional de Artistas, Bogota
1990

Juror First Texas Triennial Exhibition, Houston
1988

Teaching

Scholar-in-Residence Syracuse University 2010-2011

Faculty School of Visual Arts
MFA: Photography and Related Media
MFA: Art Practice (Chair 2010 – present)
BFA: Fine Arts 2005 - present
School of Visual Arts, New York 2009 -

Lecturer School of the Arts, Columbia University, 1997 - 1999

Lecturer 1991	Art History, (Senior Tutorials) Harvard University, 1983 -
Lecturer	California College of Arts and Crafts, Oakland 1982 (Video and Performance)
Faculty	San Francisco Art Institute, San Francisco 1979 – 1981) (Video and Performance)
Lecturer	California State University, Fullerton, 1977
Lecturer	University of California, Irvine, 1976
Lecturer	Graduate Program in Art Practice, University of California, San Diego 1974 – 1975 (Video and Performance)
Instructor	New York State Maximum Security Correctional Facility Auburn, NY 1972 - 1974 (Video and Performance)

Selected Exhibitions (as curator)
(*Traveling)

Tomorrow, (co-curator with Sun Jung Kim), Kumho Museum & Artsonje Center, Seoul, Korea and Long March Space, Beijing, China, 2007

Peter Campus: A Survey, Antico Collegio de San Ildefonso, Mexico City, Mexico, August, 2003

Lorna Simpson: 31, Claustro Sor Juana, Mexico City, Mexico, May, 2003

Quotidiana (with Nicholas Serota), Museum of Contemporary Art, Castello di Rivoli, Italy, 2001.

KoreAmericaKorea, Sonje Museum, Seoul, South Korea, 2001

*Bill Viola: a 25 Year Survey - (with Peter Sellars) Whitney Museum, traveling to LACMA, the Stedelijk Museum, The Museum fur Modern Kunst, SFMOMA, Chicago Art Institute, 1997 - 2000

*Multiple Identity - (with Eugenie Tsai) Traveling exhibition of Whitney Museum Permanent Collection, National Gallery, Athens, Contemporary Art Museum, Barcelona, Kunst Museum, Bonn, Castello de Rivoli, Turin, 1996 - 1997

*William Wegman - (with Martin Kunz) - Kunstmuseum Lucerne, Whitney Museum, 1991 - 1992

*Between Spring and Summer: Soviet Conceptual Art in the Era of Late Communism (with Elisabeth Sussman) Traveling exhibition, The Institute of Contemporary Art, Boston, Tacoma Art Museum, Tacoma, Des Moines Arts Center, Des Moines, 1990

*The BiNational: American and German Art of the Late 80's - Traveling pair of exhibitions at the ICA, Boston, and Kunsthalle, Dusseldorf. German exhibition circulated to Boston and Houston; American exhibition to Dusseldorf, Helsinki, and Athens, 1998 - 1989

Robin Winters: Think Tank - ICA, Boston, 1986

*Nicholas Nixon: New Contact Work - ICA, Boston, 1984

Ulricke Rosenbach: Video and Performance - ICA, Boston, 1983

Uncommonly Frank: Gehry's Houses - ICA, Boston, 1982

Funny/Strange: Video - ICA, Boston, 1982

*Joan Jonas: Video/Performance Retrospective - UAM, Berkeley, 1980

Richard Avedon: Retrospective - UAM, Berkeley, 1980

*Southland Video Anthology - Long Beach Museum of Art, 1975 and 1977

*Americans in Florence/Europeans in Florence: Video from Art/Tapes/22 - Long Beach Museum of Art, 1976

*Frank Gillette: Quidditas - Long Beach Museum of Art, traveled to UAM, Berkeley, ICA, Boston, 1975

*Circuit: A Video Invitational - Everson Museum of Art, traveled to Cranbrook Academy, LACMA, Henry Art Gallery, Greenville County Art Museum, Köln Kunstverein, 1973 - 1974

Terry Fox: Children's Tapes and Other Works - Everson Museum of Art, 1974

Peter Campus: Closed Circuit Works - Everson Museum of Art, 1974

Nam June Paik: Process and Meta-Process - Everson Museum of Art, 1973

*West Coast Video: Fox, Fried, Kos, Baldessari, Wegman and Nauman - Everson Museum of Art, 1972

Yoko Ono: This is Not Here - Everson Museum of Art, 1971

Selected Exhibitions (supervised as Director)

San Francisco Museum of Modern Art

(*Traveling)

*Sol LeWitt Retrospective

010101: Art in Technological Times

*Diane Arbus: A Retrospective

*Eva Hesse

Whitney Museum of American Art

(*Traveling)

*Bill Viola: A 25-year Survey

*The Art of Richard Diebenkorn

Whitney Biennial (1991, *1993, 1995, 1997)

*Keith Haring

*View From Abroad I (with Rudi Fuchs, Stedelijk, Amsterdam)

*View From Abroad II (with Jean-Christophe Amman, MMK, Frankfurt)

View From Abroad III (with Nick Serota, Tate Gallery, London)

*Agnes Martin Retrospective

*Black Male: Representations of Masculinity on Contemporary American Art

*Kienholz: A Retrospective

*Walker Evans and Dan Graham (with the Witte de With, Rotterdam)

*Nan Goldin: I'll Be Your Mirror

*Beat Culture and the New America

Making Mischief: DADA Invades New York

New York New York: City of Ambition

*Mike Kelley: Catholic Tastes

Joseph Stella

*Jean-Michele Basquiat: Retrospective

*Richard Avedon: Evidence 1944 - 1994

ICA, Boston

Montage and Everyday Life, 1991

*Between Spring and Summer: Soviet Conceptual Art in the Era of Late Communism, 1990

*On the passage of a few people through a rather brief moment in time: Situationist International, 1958 - 1962, 1989

Utopia Post Utopia: Configurations of Nature and Culture in Recent Sculpture and Photography, 1987

Endgame: Reference and Simulation in Recent Painting and Sculpture, 1986

Dissent: The Issue of Modern Art in Boston, 1985

Art and Dance: Images From the Modern Dialogue, 1984

Education

1971 BS, Syracuse University,
Newhouse School of Communications



CITY OF BEACON

COMMITTEE APPLICATION

Name

David Ross

Address

[REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Committee(s) Of Interest

Board of Assessment Review

Education Experience

See submitted CV.

Interests & Skills

Art, human rights,

Area of Expertise

Management of cultural institutions, teaching

Reference Name

[REDACTED]

Reference Email

[REDACTED]

Reference Phone Number

[REDACTED]

Reference Relationship

[REDACTED]

Digital Signature

David Ross

City of Beacon City Council Agenda
09/29/2025

Title:

Dutchess County IMA Concerning Public Safety Mutual Aid

ATTACHMENTS

[Draft Dutchess County IMA Concerning Public Safety Mutual Aid](#)

[Draft Dutchess County IMA Concerning Public Safety Mutual Aid Joinder](#)

PUBLIC SAFETY MUTUAL AID AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “COUNTY”), and the **<Name of Municipality>, a municipal corporation whose address is <Street Address, City, State, Zip> (hereinafter referred to as the “MUNICIPALITY”)**, and **KIRK A. IMPERATI, THE SHERIFF OF THE COUNTY OF DUTCHESS**, with offices at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the “SHERIFF”).

WITNESSETH:

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, General Municipal Law §119-n(c) and § 119-o further provide that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and personnel assigned to a joint service shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the County of Dutchess, and its Sheriff's Office and **(INSERT MUNICIPALITY)** and its Police Department, employ their own Police Officers which currently provide police service to their own respective jurisdictions; and

WHEREAS, it is understood that the identity and name of participating municipalities may change from time to time, in accordance with the provisions hereof, but the terms of this Agreement shall define the relations and mutual obligations among the various participating municipalities, as to events, acts, or omissions which arise during, or arise out of any individual municipalities period of participation as a party to this Agreement; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of inter-agency law enforcement services on a day-to-day basis;

WHEREAS, the Dutchess County Legislature has approved this type of Agreement by Resolution No. XXXXX;

WHEREAS, pursuant to GMU 209-m, the Dutchess County Legislature by Resolution No. XXXXX has delegated to the County Sheriff, or his designee the powers therein granted to a chief executive officer to request and grant police assistance;

WHEREAS, the **INSERT MUNICIPALITY** Legislature has approved this type of Agreement by Resolution No. XXXXX;

WHEREAS, pursuant to GMU §209-m, **<<Municipality>>** by local law/resolution XXXX, has

delegated to the chief of police of its police department or police force the powers therein granted to a chief executive officer to request and grant police assistance.

WHEREAS, the above Resolutions are attached hereto as Exhibit 'B';

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

DEFINITIONS.

All definitions set forth in Article 10, Section 209-m, and Section 207-c, as amended from time-to-time hereafter, are hereby incorporated into this Agreement and made part hereof as if fully set forth at length herein.

"Municipality" shall have the meaning defined in General Municipal Law §119-n.

"Requesting Party" shall mean the original Municipality from which any initial request for resources is made from any Responding Party.

"Responding Party" shall mean any party providing Resources upon request to any Requesting Party.

"Resources" shall mean a party's personnel, equipment, facilities, services, and materials that are available or potentially available for utilization under the Mutual Aid Agreement.

"New Party" shall mean any Municipality joining this Agreement by way of Joinder after the effective date herein.

1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to:

- a. Formalize the relationship between the local governments and enhance and define the scope of the inter-agency cooperation;
- b. Eliminate the need to follow the formal procedure set forth in General Municipal Law §209-m to request assistance from the other party in the form of personnel and or equipment;
- c. Provide for more efficient utilization of law enforcement resources and services;
- d. Provide for more efficient utilization of shared telecommunications systems of each agency for enhanced interoperability;
- e. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations; including all types of law enforcement investigations;
- f. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergency, disaster, and violent situations; as well as routine law enforcement services which may not be met with the resources of one of the

parties to this Agreement;

- g. Provide for the possible development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel; and
- h. Provide for the possibility of obtaining and maintaining shared equipment. Officers will be trained in the use/operation of any specialized equipment, as required by the department, before engaging in the use of the equipment.

2. SCOPE OF AGREEMENT.

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the local governments during those times of both:

- a. Emergency, and
- b. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request.

Examples of the above types of situations may include but not be limited to:

- Temporary assignment of law enforcement officers and/or equipment of one party to the other for assistance, patrol purposes, and response to calls for service where the officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;
- Response of officer(s) of one party into the other party's jurisdiction to provide backup for officers on or responding to calls which would require a two-officer response, and only one officer of the Requesting Party is available;
- Response of officer(s) of one party into the other parties jurisdiction to provide a specialized function or service in which officers of the responding police department are uniquely trained and/or equipped for (i.e., mobile field force, field intelligence, tactical team deployment, forensic response, drug task force, and underwater search and recovery);
- Conducting joint investigations and executions of warrants;
- Conducting joint fatal and serious physical injury motor vehicle accidents and maintaining a multi-jurisdictional investigative team and on call list;
- Conducting joint responses to high-risk tactical incidents, which may include maintaining a multiple agency tactical team(s);
- Conducting joint investigations into the operation of motor vehicles while under the influence of drugs utilizing trained Drug Recognition Experts from the various local governments and maintaining a rotating on-call list;
- Conducting joint training;

- Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency;
- Sharing of all categories and types of equipment and facilities not specifically addressed in this document.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the officers and personnel of all of the local governments while working their pre-scheduled shift with the exception of pre-established on-call specialized investigative teams.

3. TERM OF THE AGREEMENT.

This Agreement shall be effective <<DATE>> and shall terminate on <<DATE>>, unless otherwise terminated as set forth herein.

4. RENEWAL.

This Agreement may be renewed automatically for successive terms of one (1) year, not to exceed five (5) years in total.

5. POWER AND AUTHORIZATION.

Each party authorizes the officers working at the time mutual aid is needed to communicate any request for temporary assistance from the other party. This request should be communicated by the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. All requests for, or provisions of aid are at the discretion of the respective Sheriff or Chief. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale pre-planned events) should be made in advance and come through the respective Sheriff, or Chief. The judgment of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

The obligation to render mutual aid is strictly voluntary in nature. It does not place any of the local governments under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.

Each party agrees that the Responding Party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the Responding Party. Should a need for the loaned personnel and equipment arise within the territory of the Responding Party, then the Responding Party may recall such personnel and equipment or any part thereof. The Responding Party shall inform the Requesting Party of its intent to withdraw from the situation.

Pursuant to General Municipal Law sections §119-n(c) and § 119-o, officers assisting

another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

6. CONTROL OF PERSONNEL AND EQUIPMENT.

The officer in charge of the Requesting Party shall be in command of the operation(s) under which the equipment and personnel sent by the Responding Party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the Responding Party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

Additionally, each Municipality shall carry all police officers as an employee of the Municipality and shall be deemed the sole general employer of such officers. No Requesting Party under this Agreement shall be deemed a special employer to any Responding Party officers providing assistance under this Agreement.

For the purposes of this Agreement, when involved in routine law enforcement work of a non-emergency nature, temporary assignments and training exercises, the law enforcement agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

Further, each party authorizes the respective Sheriff, Chief or their designee, to pre-arrange training exercises and programs, as well as temporary assignment of officers and/or equipment to another law enforcement agency for training or investigatory purposes.

7. WITHDRAWAL OF ASSISTANCE.

During an emergency, it may become necessary for the Responding Party to withdraw part or all of the personnel, equipment, or other support being provided to the Requesting Party. All parties acknowledge that assistance may be withdrawn when circumstances require redeployment of assets to the Responding Party's own jurisdiction. The primary responsibility of a law enforcement agency is to the citizens of its jurisdiction. Under certain unusual circumstances, emergencies may necessitate that support provided to another jurisdiction be withdrawn in whole or in part as a result of unforeseen emergencies that have developed in the Responding Party's own jurisdiction.

To the extent possible, jurisdictions adjacent to the Responding Party may endeavor to backfill vacancies left in a Responding Party's home jurisdiction to alleviate the need to recall responding personnel and equipment from an incident scene.

8. COMPENSATION AND EXPENSES.

All individuals shall retain their entire pension, disability, contractual and compensation rights (including workers' compensation and General Municipal Law 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government/municipality

employing the officer.

Neither participant, as a Requesting Party, shall be obligated to compensate the Responding Party for services rendered by or injuries to the Responding Party's personnel, or for the use or damage to the Responding Party's equipment. Specifically, and without limiting the foregoing, the Requesting Party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, General Municipal Law 207-C benefits, or for the payment of any other benefits to the personnel of the Responding Party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

9. LIABILITY AND INDEMNIFICATION.

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations.

All immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement.

10. INSURANCE REQUIREMENTS

Each municipality entering into this Mutual Aid Agreement will provide evidence of a Law Enforcement Liability Insurance Policy with limits of liability of at least \$2,000,000 with an AM Best Rating of A- or better by AM Best Company.

11. RULES AND REGULATIONS.

At all times all officers operating under this agreement shall adhere to the policies and procedures of the department for which they are employed. Individual officers shall not use tactics or procedures that violate their own department policy, procedures, rules, or training. Officers of the Responding Party should take commands from supervisors in their own jurisdiction while responding to overall directives from the requesting department's incident commander. Officers shall only use tactics that they have been trained and are qualified to use. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall only be operated by personnel trained in the proper use of

same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

12. COOPERATION AND LINE OF DUTY DEATH OR INJURY.

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

With respect to such incident, the Sheriff and Chief, or their designee, will fully communicate, consult, and cooperate with each other to ensure that a thorough, efficient and effective investigation or review is conducted, and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government directly involved.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

13. Seizure and Forfeiture of Assets

Any property or money seized during a situation in which mutual aid is being provided under this agreement, whether it be through federal or state forfeiture laws, shall be distributed in accordance with Section 1349 of the New York Civil Practice Law and Rules. Distribution of forfeiture proceeds shall be solely the responsibility of the Requesting Party.

14. APPROVAL AND MODIFICATION.

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This Agreement may be changed, modified or amended by written Agreement of the participants, subject to the requirements of the first paragraph of this Article.

15. TERMINATION.

At any time during this Agreement, the Municipality, County and Sheriff shall have the right, upon ten (10) days' written notice to the other parties, with or without cause, to terminate this Agreement in whole or in part or to postpone, delay, suspend or abandon all or any part of the services provided hereunder. However, obligations previously incurred are not extinguished by the termination of the Agreement. Such termination,

postponement, delay, suspension or abandonment shall not give rise to any cause of action by the Municipality against the County or the Sheriff or the County or Sheriff against the Municipality for damages, loss of profits, expenses or other remuneration of any kind. A Municipality's termination shall not impact this Agreement as it relates to any other Parties and this Agreement shall continue in full force and effect between the remaining Parties.

16. CHOICE OF LAW, VENUE.

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

17. NO ARBITRATION.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

18. NON-ASSIGNMENT.

This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law §109 in the event of such unauthorized assignment.

19. NOTICE.

Except as otherwise provided in this Agreement, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows or to such other addresses as the parties may designate in writing:

County Executive
County of Dutchess
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dutchess County Sheriff
108 Parker Avenue
Poughkeepsie, New York 12601

For each Municipality that is a member of this agreement, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties, as provided in each respective Joinder Agreement.

20. RETENTION OF RECORDS.

Each party to this Agreement agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

21. ENTIRE AGREEMENT.

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement. Notwithstanding the above, the parties hereby agree that future municipalities may join this Agreement by executing a Joinder Agreement in accordance with Section 25 of this Agreement.

22. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.

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

23. REQUIRED PROVISIONS OF LAW.

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

24. MISCELLANEOUS.

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

25. JOINDER.

This Agreement shall come into effect as soon as it has been executed by two Parties (the "Effective Date"). Any one of the Parties hereto may withdraw from this Agreement in accordance with Section 15 of this Agreement entitled Termination, following which the Agreement shall continue in full force between the remaining Parties.

A Municipality may be added as a New Party to this Agreement if such New Party executes and delivers to the County of Dutchess Sheriff's Office a Joinder Agreement substantially in the form of Exhibit "A" attached hereto. All participating Parties shall be notified upon the Joinder of a New Party or withdrawal of a Party to this Agreement.

A New Party shall be bound by and subject to all terms and conditions of this Agreement as if they were an original signatory. All Parties to this Agreement, original or Joined thereafter, agree to perform their obligations to any New Party under this agreement as if they were an original signatory to this Agreement. The terms and conditions of this Agreement shall not be modified by any Joinder of a New Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20____.

ACCEPTED: COUNTY OF DUTCHESS

SUSAN J. SERINO, COUNTY EXECUTIVE

ACCEPTED: <MUNICIPALITY>

BY: _____
Print Name: _____
Title: _____

ACCEPTED: <MUNICIPALITY>

BY: _____
Print Name: _____
Title: _____

ACCEPTED: <MUNICIPALITY>

BY: _____
Print Name: _____
Title: _____

ACCEPTED: <MUNICIPALITY>

BY: _____
Print Name: _____
Title: _____

APPROVED AS TO CONTENT:

Kirk A. Imperati, Sheriff

APPROVED AS TO FORM:

Tracy J. Lindauer, Senior Assistant County Attorney

JOINDER AGREEMENT

This JOINDER AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS SHERIFF’S OFFICE, a municipal corporation with offices at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the “County”) and <<Municipality>>, (village, town, city), whose address is <<Address>>, <<City>>, <<State>> <<Zip>> (hereinafter referred to as the “Municipality”).

W I T N E S S E T H :

WHEREAS, the County, pursuant to Resolution XXXXXX adopted a Mutual Aid Agreement for Countywide Law Enforcement Assistance on <<Date>> (the “Mutual Aid Agreement”); and

WHEREAS, <<Municipality>> desires to join the Mutual Aid Agreement and intends to make available for duty and use in the local government for which a request is made any part of the forces, equipment and supplies of the police department, police force or parkway police force of <<Municipality>>; and

WHEREAS, this agreement is undertaken pursuant to Article 5-G and Article 10, §209-m of the New York State General Municipal Law and pursuant to a duly adopted resolution(s) and/or Local Law(s) by the governing body of <<Municipality>> and <<Municipality>> hereby represents that they have duly adopted a Local Law authorizing the delegation of powers to the Chief of Police required by §209-m (3) of the New York State General Municipal Law, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, pursuant to and in accordance with Section 26 of the Mutual Aid Agreement <<Municipality>> hereby acknowledges and agrees that <<Municipality>> has received and reviewed a complete copy of the Mutual Aid Agreement and shall be fully bound by, and subject to all the terms and conditions of the Mutual Aid Agreement as if it was a signatory to the original Mutual Aid Agreement; and

WHEREAS, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows or to such other addresses as the parties may designate in writing:

Municipality
Attn.: Office of the Mayor / Supervisor
<Address>
<City, State, Zip>

IN WITNESS WHEREOF, <<Municipality>> hereby joins the Mutual Aid Agreement by executing this Joinder Agreement made this ____ day of _____, 20____.

APPROVED AS TO FORM

APPROVED AS TO CONTENT

BY: _____
County Attorney's Office

BY: _____
Kirk A. Imperati, Sheriff

ACCEPTED: <<Municipality>>

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
PRINT NAME: _____
TITLE: _____

BY: _____
Susan J. Serino
County Executive

City of Beacon City Council Agenda
09/29/2025

Title:

Beacon Highway Garage Rooftop Solar Array Project Bid Results

ATTACHMENTS

City Engineer Memorandum Regarding Bid Results for the Beacon Highway Garage Rooftop Solar Array Project



September 25, 2025

Mr. Christopher White
City Administrator
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

and

Mr. Micheal Manzi
Highway Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: Beacon Highway Garage
Rooftop Solar Array
City of Beacon
Award Recommendation

Dear Mr. White & Mr. Manzi:

A singular (1) bid proposal was submitted and opened on September 16, 2025, for the **Beacon Highway Garage Rooftop Solar Array** project. The proposal was carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. Upon review of the submitted bid, an error was found in the bid form submitted by the perspective low bidder. The error in the bid form did increase the total contract price but did not change the standings of the low bidder. The submitted bid proposal was found to be complete.

The following tabulation shows the order from lowest bidder, the name of the bidder, the total contract amount, and the corrected contract amount if errors were found. The engineer's estimate for the project was approximately \$400,000.00.

NAME OF BIDDER	TOTAL CONTRACT AMOUNT	CORRECTED CONTRACT AMOUNT
Renua Energy Inc. Clifton Park, NY	\$257,235.00	\$288,808.90

The lowest responsible bidder is Renua Energy, Inc., with the total base bid corrected amount of \$288,808.90.

Renua Energy, Inc. has submitted information related to projects in which they have completed similar work as outlined within the proposed project. References supplied were called and checked to verify the work completed by the prospective low-bidder and were found to be acceptable. In our opinion, Renua Energy, Inc. should be considered the lowest responsible bidder based upon the submitted information and Chapter 53 of the City Code. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, and a Bid Bond.

It is our recommendation to the City Council to award the **Beacon Highway Garage Rooftop Solar Array** project to Renua Energy, Inc.

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

Very truly

LANC & TULLY, P.C.

A handwritten signature in blue ink, appearing to read "John Russo, P.E.", is written over the printed name.

John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

City of Beacon City Council Agenda
09/29/2025

Title:

Draft Resolution Requesting the State of New York Transfer Ownership of the University Settlement Camp Property to the City of Beacon

ATTACHMENTS

Draft Resolution Requesting the State of New York Transfer Ownership of the University Settlement Camp Property to the City of Beacon



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ___ OF 2025

**REQUESTING THE STATE OF NEW YORK TRANSFER OWNERSHIP OF THE
UNIVERSITY SETTLEMENT CAMP PROPERTY TO THE CITY OF BEACON**

WHEREAS, the City of Beacon (“City”) and the State of New York (“State”) executed a Cooperative Operation and Maintenance Agreement on November 21, 2007 (“Agreement”) for approximately 50.2 acres of former camp property located at 724 Wolcott Avenue in the City of Beacon, which was known as the University Settlement Camp (“Settlement Camp”), and referenced as Parcel No. 130200-6054-13-126252; and

WHEREAS, at its taxpayer’s expense, the City has maintained and operated the Settlement Camp since 2007 for public park and recreation purposes, including public swimming, children’s summer camp, free public disc golf course, outdoor recreation, conservation and education, special events, and other public uses; and

WHEREAS, the City desires to obtain fee ownership of the Settlement Camp, in order to make much-needed capital investments in the property’s water and wastewater systems, aging buildings, structures, and grounds, many of which have a useful life that extends beyond the original 20-year term of the Agreement ending in 2027 and the potential renewal term of 20-years ending in 2047; and

WHEREAS, the City would continue to operate the Settlement Camp for public park and recreational purposes if granted fee ownership of the property and would manage the property as it does its other public parks.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby requests that the State of New York transfer fee ownership of the Settlement Camp to the City for a nominal fee.

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon hereby directs the City Clerk to send a copy of this resolution to New York State Governor Kathy Hochul, New York State Parks, State Senator Rob Rolison, and State Assemblymember Jonathan Jacobson.

BE IT FURTHER RESOLVED, that the City Administrator is hereby authorized to negotiate and execute any agreements and other documentation with the State of New York that may be required for the proposed transfer of the Settlement Camp.

Resolution No. ___ of 2025			Date: October 6, 2025				
☐ 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					
		George Mansfield					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
09/29/2025

Title:

Executive Session: Contracts

ATTACHMENTS