



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

**January 27, 2025
7:00 PM
City Council Agenda**

Roll Call

Workshop Agenda Items

1. [Appointment of Anthony Lombardo to the Position of Police Officer](#)
2. [Fishkill Avenue Concepts Committee Zoning Recommendations](#)
3. [Potential Affordable Housing Zoning Code Changes](#)
4. [2025 City of Beacon Priorities](#)
5. [Appointment of Cory Wirthmann to the Position of Acting Building Inspector](#)
6. [Cornell Cooperative License Agreement Renewal](#)
7. [Accessory Dwelling Unit Application Update](#)

Announcement of Next Meeting: February 3, 2025 at 7:00 p.m.

City of Beacon City Council Agenda
01/27/2025

Title:

Appointment of Anthony Lombardo to the Position of Police Officer

ATTACHMENTS

Chief of Police Memorandum for the Appointment of Anthony Lombardo to the Position of Police Officer

Anthony Lombardo Resume



CHIEF OF POLICE
THOMAS FIGLIA

CITY OF BEACON POLICE DEPARTMENT

1 MUNICIPAL PLAZA, SUITE 3
BEACON, NY 12508
(845)831-4111
FAX: (845)838-5092



NEW YORK STATE
ACCREDITED AGENCY

Mayor Kyriacou and Beacon City Council:

I am very pleased to be writing to propose the hiring of another candidate for the position of Police Officer. Anthony James Lombardo is 24 years old. He has resided in this area his whole life, having been born and raised just to the south of us in Cold Spring, where he attended Haldane High School.

Anthony is currently a police officer with NYPD, and prior to that worked as a laborer and carpenter and as a foreman for a property management firm. He has also engaged in significant volunteer work in his local community, including by organizing meals for homeless shelters and participating in the Polar Plunge to raise money for the Special Olympics.

As with all of our candidates, Mr. Lombardo passed our background check process which includes interviewing neighbors and associates, checking into the individual's finances and social media, checking into their criminal, domestic, academic and employment history, and, among other things, passing a rigorous psychological and polygraph exam.

We are looking forward to bringing Officer Lombardo on board soon and continuing to address our staffing shortfalls as rapidly as possible.

Thank you again for your consideration,

Chief Thomas Figlia, 335

Anthony Lombardo

Police Officer

Anthony Lombardo

[REDACTED]

[REDACTED]

Skills

- Community Engagement
 - Firearms Training
 - Conflict Resolution and De-Escalation
 - Crime Reporting and Documentation
-

Work Experience

Police Officer/ New York City Police Department

12/2021- PRESENT, 46 Precinct, Bronx, NY

- Secured crime scenes, assisted in gathering evidence, and questioned witnesses.
- Provided testimony in court proceedings.
- Established rapport with community members.
- Participated in continuous firearms proficiency, defensive driving, and arrest technique training.
- Monitored crowded areas and events to mitigate risk and ensure public safety.

Landscape Foreman/ LJ Lawn and Property Maintenance

05/2020 - 04/ 2021, Cold Spring, NY

- Managed landscape crews by delegating tasks.
- Perform routine maintenance duties on equipment, installed plants and material, and participated in the design of landscape projects.

Laborer/ Monteleone Contracting

05/ 2018 - 08/ 2019, Cold Spring, NY

- Assisted site manager with moving, securing, installing, and building materials to be used in home and business demolition or renovation.
-

Education

Dutchess Community College/ 58 Credits Towards A.A.S. in Criminal Justice

Spring 2020 - Fall 2021, Poughkeepsie, NY

Manhattan College/ 60 Credits Towards B.A in Civil Engineering

Fall 2018-Winter 2019, Bronx, NY

Haldane High School

Graduation Date: June 2018, Cold Spring, NY

References Available Upon Request

City of Beacon City Council Agenda
01/27/2025

Title:

Fishkill Avenue Concepts Committee Zoning Recommendations

ATTACHMENTS

[Fishkill Avenue Concepts Committee Memorandum Regarding Initial Zoning Recommendations](#)

TO: Lee Kyriacou, Mayor
FR: Fishkill Avenue Concepts Committee
DATE: January 24, 2025
RE: Initial Zoning Recommendations by Fishkill Avenue Concepts Committee*

*The committee reserves the right to modify these recommendations based on forthcoming public input at an event on February 15, 2025

At the City Council meeting of November 25, 2024, the Mayor asked for initial zoning action items to be identified by the Fishkill Avenue Concepts Committee. A broad range of zoning and non-zoning recommendations are being considered by the committee, such as access points for the future rail trail; connecting to Matteawan Road; housing (affordable & market rate); appropriateness of ground floor residential uses; Complete Streets design that include options with continuous sidewalks, bike lanes, additional landscaping, bio orientation and on-street parking within the City's Right-of-Way; building heights and public scenic viewsheds, amongst others.

While comprehensive recommendations, feedback from the public, and a full report are forthcoming, the committee would like to submit following initial priority zoning recommendations:

Zoning/Land-Use - The committee has comprehensively evaluated the corridor from a zoning and land-use perspective and looks forward to sharing these ideas with the City Council and public at a later date. In general, the corridor has zoning districts which facilitate a wide range of uses, but as noted above, the committee is crafting a longer term vision for the corridor which promotes smart growth practices, pedestrian scale, housing (affordable & market rate), and a higher quality design.

From a Zoning and Land Use perspective, there are a few early action steps that the committee has discussed.

Recommendation 1: One use that is permitted in a few of the corridor's Zoning Districts is Self Storage. While the committee recognizes that there is a need on some level for this use (and in fact, one self storage use exists in a reused former brick factory building adjacent to the Lofts), due to the low numbers of employment these uses provide, as well as their lack of contributions to vibrant corridors, the committee recommends that the use of "Self Storage Business" be separated from "Wholesale, warehouse storage and self storage business" and be prohibited within the zoning districts along the corridor.

Recommendation 2: The committee has similar concerns regarding uses with a drive thru component. These uses typically focus on an auto-centric design and are

considered detrimental to pedestrian safety because they often create congested traffic patterns with cars entering and exiting at various angles, leading to increased risk of collisions with pedestrians. An evolution of the corridor with this type of use is not consistent with the overall pedestrian-scale vision that the committee is working towards. The committee recommends that “Drive through facilities, standalone or used in connection with any other uses” be expressly prohibited within all zoning districts along the Fishkill Avenue corridor.

Recommendation 3: It is noted that the committee was particularly impressed with the approved but not yet constructed mixed-use building at 397 Fishkill Avenue. This site design in this example which was approved by the Planning Board incorporates pleasing architectural design with the building situated towards the street frontage and parking to the rear. Members of the committee and public have noted that the prevalence of buildings along the corridor that are set back from the sidewalk or street edge, behind expanses of asphalt and parking, detracts from the walkability and vitality of the corridor by disrupting the “street wall,” prioritizing vehicle access over pedestrian access, and detracting from over street aesthetics. The committee recommends that the Council consider reducing the required minimum front yard setback within the GB district from 15 ft to 10 ft, and that the following language be applied to surface parking facilities within the district - “All parking shall be located behind, underneath, or to the side of a building. If to the side, parking shall be screened by a low wall, hedge, or other landscaping to maintain continuity of street wall.”

Recommendation 4: The committee has similar concerns as those noted in recommendations 1 and 2 with regards to other auto-oriented uses permitted within the GB zoning district. The committee recommends that the Council consider prohibiting the following auto-oriented uses, which are currently permitted by special permit in the GB District. The existing active auto-oriented uses within the corridor should be permitted to remain under the code as existing non-conforming uses, however, the change to zoning would allow these uses to potentially be phased out over time.

- a. Gas filling stations and/or car wash
- b. Vehicle sales or rental lot
- c. Auto body or repair shop

Please note that the above recommendations did not have unanimous support from all committee members. One committee member who is a business owner on the corridor felt that the prohibition of uses could be detrimental to existing businesses and property owners.

Please note that the committee believes these recommendations align with community input received during three (3) public engagement pop-ups and an online survey conducted

by the committee over the summer. It is the committee's intention to conduct additional public engagement to vet draft recommendations with the community prior to submission of a final report to the Mayor. As noted above, a public workshop is currently being planned for February 15, 2025 and the committee welcomes all stakeholder, including business owners, to attend and provide feedback.

Cc: J.C. Calderón, Committee Chair

City of Beacon City Council Agenda
01/27/2025

Title:

Potential Affordable Housing Zoning Code Changes

ATTACHMENTS

[KARC Planning Consultants, Inc. Memorandum Concerning Pro-Housing Zoning Tools](#)



PLANNING CONSULTANTS, INC.

TO: Mayor Lee Kyriacou & Beacon City Council
FR: Natalie Quinn, KARC Planning Consultants, Inc.
DATE: June 27, 2024
RE: Pro-Housing Zoning Tools

The City of Beacon has long been a leader in progressive zoning and housing inclusion. Several steps have already been taken to steadily focus on and address the need for housing in the city. These steps include permitting accessory apartments, regulating short-term rentals, permitting multi-family housing in all commercial districts, facilitating affordable housing development on city-owned lots, and implementing an inclusionary zoning policy that requires workforce units in new developments. The Council is also currently considering eliminating parking minimums in transit-friendly districts, and reducing parking minimums elsewhere, to reduce the cost of housing development and prioritize building for humans and housing, rather than cars.

The above efforts have been acknowledged by the Governor's designation of the City as a Pro-Housing Community. Because of these measures, the City of Beacon has seen 1,134 new housing units approved or constructed since 2012. This new housing stock includes 239 units, or 20%, below market rate (BMR) units affordable to low-income, workforce, and senior households. The percentage of subsidized low- and moderate-income units in Beacon remains among the highest in Dutchess County¹. Dutchess County's Housing Needs Assessment² estimated that Beacon's fair share with regards to housing contributions was five (5) new affordable units per year, which Beacon has far exceeded.

To provide additional affordable housing, while maintaining a healthy balance of market-rate and affordable housing with equitable distribution throughout the community, the City can explore the following policies to encourage increased development targeting affordability – while also supporting public amenities and quality of life. Each policy was reviewed for its alignment with Governor Hochul's Housing Compact, specifically policies supported by the FY 2025 Enacted Budget, and the 2022 Dutchess County Housing Needs Assessment.

Cc: Chris White, City Administrator
Nick Ward -Willis, Esq., Keane & Beane, P.C.

¹ "2022 Dutchess County Rental Housing Survey." Dutchess County, 2022,
<https://www.dutchessny.gov/Departments/Planning/Docs/2022-Rental-Housing-Survey-Report-FINAL.pdf>

² Housing Needs Assessment." Dutchess County, Mar. 2022,
www.dutchessny.gov/Departments/Planning/docs/DCHousingNeedsAssessment-FINAL-PrinterFriendly.pdf.

Tool	Notes	NYS Housing Compact & FY25 Budget	Dutchess Co Housing Needs Assessment
Rezone to focus on smart growth that can increase housing supply and affordability	• Permit two-family homes in some single-family districts • Map updates to include more areas in higher density zones • Increase development potential near public transportation • Make multi-family a permitted use in RD districts • Permit smaller lot sizes	X	X
Further encourage accessory dwelling units (ADUs)	• Make ADU approval as-of-right across City • Revise minimum and maximum square footage. • Eliminate or reduce set-back requirements. • Opt into State tax incentive to create accessory ADUs	X	X
Target city-owned and state-owned lots and underutilized lands for affordable housing development.	• Develop a form-based code to speed review and require a higher percentage of affordable housing on these lots. • Prepare Generic Environmental Impact Statement (GEIS) to speed review. • Package multiple City parking lots into one RFP.	X	
Provide flexibility to allow building of smaller units and more of them.	• Revise zoning to regulate square footage of residential space, not unit number (permitting additional smaller units vs. fixed number). • Provide incentives for smaller, more affordable units. (i.e., micro units)		
Streamline the approval process for buildings with affordable units.	• Provide additional incentives in CMS, L, FCD, and WD districts in exchange for affordable housing. • Revise local SEQR requirements to classify the following as Local Type II Actions: development incentives for affordable housing, infill development, and multifamily developments with less than 25 units.		X
Further restrict short-term rentals (STRs)	• Review STR law and existing data to make sure that permanent housing is not crowded out by STRs. • Consider revisions the reduce reliance on costly and difficult enforcement.		

Revise City's inclusionary zoning policy to offer development incentives for greater percentage of affordable units	• Beacon has a comparatively high mandatory inclusionary percentage without the provision of development incentives. • DC HNA warns "to avoid the risk of stalling new development and accruing no new units at all, inclusionary policies must always recognize that affordable units have to be paid for." • Zoning bonuses can be used to ensure that development is feasible to the developer and achieves the public goal of increased BRM units and reduced housing scarcity		X
Opt into State Tax Incentive Program for Mixed-Income and 100% Affordable New Construction	• More details to be released in coming months	X	
Enact 485-a Real Property Tax Exemption for Residential-Commercial Urban Exemption Program	• Competitive commercial financing and high interest rates have become one of the biggest hurdles to housing development in the current market • Any municipality may, by local law, provide a tax exemption for nonresidential conversions to mixed-uses		

City of Beacon City Council Agenda
01/27/2025

Title:

2025 City of Beacon Priorities

ATTACHMENTS

[2025 City of Beacon Priorities](#)

City of Beacon – Projects

As of: Jan'25

Project (by Dept doing work)	<u>Time</u>		<u>Funding (\$000)</u>		
	Admin	Dept	Source	Other	City
	H/M/L	H/M/L	Gr/Cap/Op	Amt \$	Amt \$
<u>Capital Projects</u>					
<u>General Fund (Highway Dept)</u>					
1 Fish/Tell Ave: Wolcott to Blackburn - Finish	H	M	DOT+	8,200	-
2 Fish/Tell Ave: Sidewalk to City Line	M	L	DOT+	incl.	-
3 Fish/Tell Ave: Mill/Pave to City Line	L	H	CHIPS+	320	-
4 Mill/Pave/ADA: Van Nydeck, Mem Park Lots	L	M	Cap	-	100
5 Mill/Pave/ADA: Other Annual	L	H	CHIPS+	500	-
6 Sidewalk: Wolcott (South Ave to Dinan)	M	L	CBDG+	275	50
7 Highway: Garage Solar	M	H	CSC+	450	-
8 Highway: Vehicle/Equip Purch/Misc.	L	M	Cap	-	730
9 Main St: Side St Striping, Other Parking	L	H	Oper	-	<50
10 Main St: EV Charging (Rec, City Hall, Other)	L	M	CSC	50	-
11 Main St: Visitor Center Bathroom	L	M	Oper	-	<50
12 Park - South Ave: Rehab/Bathrooms	M	M	Cap	-	805
13 Park - Memorial: Skate Park Rehab	L	H	Cap	-	78
14 Park - Memorial: Ball Field Fencing	L	M	Oper	-	<50
15 Park - Trees: Expand Planting Initiative	L	L	Oper	-	<50
16 City Hall: Exterior Paint/Repair	M	M	Oper	-	50
17 City Hall: Interior Paint (Court, Entry, Class)	M	M	Oper	-	<50
18 City Hall: Clerk Window Reconfigure	L	M	Oper	-	<50
19 Police: Locker Room/Dispatch Reno	L	H	Cap	-	100
<u>General Fund (not Highway)</u>					
20 Police: Vehicle/Equip Purch	-	L	Cap	152	10
21 Fire: Ladder Truck; Equip Purch	M	M	Cap	-	1,830
				9,947	3,753
<u>Water/Sewer/WWTP</u>					
22 Water: Meter Upgrade - Finish Project	L	H	Cap	-	1,557
23 Water: Mt Beacon Tank Replace	M	H	Cap	-	1,000
24 Water: Melting Dam Rehab	M	H	Cap/NYS?	[??]	3,900
25 Water: Vehicle/Equip/Misc.	-	M	Cap	-	190
26 Sewer/Water: Fish/Tell Ave Mains Replace	M	H	Cap	-	2,200
27 Sewer: Pump/Force Main - Finish	M	H	Cap	-	3,047
28 WWTP: Solids Handling (Dewater) Project	M	H	Cap	-	5,445
29 WWTP: Aeration Blower Replacement	M	H	Cap	-	804
30 WWTP: Roof Replacement	M	H	Cap	-	500
31 WWTP: Misc. Cap Projects	M	H	Cap	-	294
				-	18,937
				9,947	22,690
<u>Operating Projects</u>					
<u>Contract/Nego/Sale (w/ Legal)</u>					
32 +1 ADU Grant: NYS Applic, HRH Agmt	M	L	Oper	-	50?
33 Fjord Trail: Maint Facility License Agmt	H	M	Oper	-	50?
34 Mt Beacon Tank: Easement NYS Parks	M	M	Oper	-	<50
35 Beacon Engine: Vol Exit, Bldg Sale	M	M	Oper	-	50
36 Mase H&L: Bldg Sale	M	M	Oper	-	50
37 Firefighter IAFF: Coll Barg Agmt	H	M	Oper	-	50?
38 Police PBA: Coll Barg Agmt	H	M	Oper	-	50?
39 Metro North: TOD Agmt	H	H	Oper	-	50?
40 Royal Carting: (Casella purchase of Royal)	M	M	Oper	-	50?
41 Main St: Shared Private Parking Lots	M	M	Oper	-	<50
<u>Admin (w/ Finance)</u>					
42 Finance: Water Meter System / Billing	L	H	Oper	-	-
43 Finance: Hotel Tax Collection	M	M	Oper	-	-
<u>Planning/Zoning (w/ Planner, Legal)</u>					

Project (by Dept doing work)		Time		Funding (\$000)	
		Admin	Dept	Source	Other
		H/M/L	H/M/L	Gr/Cap/Op	City
44	Speed Limit Reduction Study	L	L	Dut Co	25
45	Beekman St Complete St - Design/Build	M	M	Dut Co	[3.000]
46	Fjord Trail - Other Support/Planning	M	TBD	HHFT	-
47	Bea-Hope Trail - Finish Feasibility Study	M	M	Dut Co	50
48	Bea-Hope Trail - Design Work (+Funding)	H	M	Dut Co	[100?]
49	Fishkill Ave: Committee Recs	H	H	Oper	-
50	Fishkill Ave: Zoning	H	H	Oper	-
51	Other Housing Zoning	H	H	Oper	-
52	DMV Lot Planning/Parking (Legal, Eng'r)	M	M	Oper	100
<u>Future Projects (Involved Resources)</u>					
101	Rte 52 Access Road (Legal, Engr, Funding)	H	H	Cap	TBD
102	Camp Beacon Development (Legal)	M	M	Oper	TBD
103	Prison Land Acquisition (Legal)	H	H	Cap	TBD
104	Main St: Churchill Reconfigure (Planner)	H	H	Cap	TBD
105	Main St: E Main Reconfigure (Planner)	H	H	Cap	TBD
106	Main St: Bathrooms #2 (Legal, Engr)	H	H	Cap	TBD
107	Main St: Bathrooms #3 (Legal, Engr)	H	H	Cap	TBD
108	Main St: Parking Lot – Van Nydeck	H	H	Cap	TBD
109	Main St: Parking Deck – Churchill	H	M	Cap	TBD
110	Finance: e-Billing/Online Pay (Fin)	L	H	Oper	TBD
111	Park: Dennings Point Bldgs (Legal)	M	M	Oper	TBD
112	Park: Hiddenbrooke Improve (Engr, Hway)	H	H	Cap	TBD
113	City Hall: Ground Floor Expanson (Engr)	H	H	Cap	TBD
114	Housing: Develop Parking Lot #1 (Legal, Eng'r)	H	H	Cap	TBD
115	Tioronda Bridge Rebuild (Funding, Eng'r)	M	M	Cap	TBD
116	Bridge St Bridge Rehab (Funding, Eng'r)	M	L	Cap	TBD
117	Greenway Trail Next Phase (Legal)	M	M	Cap	TBD
118	Sidewalk Master Plan (Planner)	H	H	Oper	TBD
119	Bicycle Master Plan (Planner)	M	M	Oper	TBD
120	Parks: Rec Center Reno (Legal/Eng'r)	M	-	Cap	TBD

City of Beacon City Council Agenda
01/27/2025

Title:

Appointment of Cory Wirthmann to the Position of Acting Building Inspector

ATTACHMENTS

City of Beacon City Council Agenda
01/27/2025

Title:

Cornell Cooperative License Agreement Renewal

ATTACHMENTS

[Draft Cornell Cooperative License Agreement](#)

LICENSE AGREEMENT FOR USE OF FACILITIES AT THE BEACON RECREATION CENTER

THIS LICENSE AGREEMENT (the “License Agreement”) is made by and between the CORNELL COOPERATIVE EXTENSION OF DUTCHESS COUNTY (the “Licensee”), a not-for-profit corporation with offices at 2715 Route 44, Millbrook, New York 12545 and the CITY OF BEACON (the “City” or “Licensor”), a municipal corporation of the State of New York with offices at 1 Municipal Plaza, Beacon, New York 12508 (collectively the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, the City is the owner of the building, facilities and real property located at 23 West Center Street in Beacon, New York (the “Property”); and

WHEREAS, the City operates the Property as a public recreation center (the “Recreation Center”) at which members of the public may rent and use space to conduct programming; and

WHEREAS, Licensee wishes to utilize space at the Recreation Center and the City is willing to grant such access and use to Licensee upon the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **GRANT OF LICENSE:** The City hereby grants to Licensee a revokable non-transferrable license to enter upon and utilize that area of the Property as set forth in Schedule “A” annexed hereto and made a part hereof as set forth in Section 2 of Schedule “A” (the “Licensed Area”) and such other area as may be permitted in the sole discretion of the Beacon City Recreation Director. The Licensed Area reserved to Licensee are shown on the attached map, Appendix A, as green stars for areas reserved to Licensee, and common areas are shown as blue and red stars, except that the City reserves the right, in its sole discretion, to amend such areas reserved for Licensee upon reasonable prior notice to Licensee.

2. **SCOPE OF USE:** The City hereby permits Licensee, its employees and invitees, to access and utilize the License Area for the specific purposes set forth in Section 1 of Schedule “A” and during the hours and days provided in Section 3 of Schedule “A” (the “Permitted Use”). The Beacon City Recreation Director may, in their sole discretion, permit Licensee to access and utilize the License Area and/or Property for additional purposes, provided that the Recreation Director gives such prior written authorization Licensee and such additional use will not materially impact the City’s use of the Property or cause disruption to other City services or activities at the Property.

3. **TERM:** The License granted to Licensee herein shall commence on January 1, 2025 and expire on December 31, 2025 (the “Term”). This License Agreement may be renewed in writing for four (4) additional years, in one (1) year intervals, by the City Administrator, in its sole discretion, and after seeking input from the Beacon Recreation Director, agree it is appropriate to extend this License Agreement and upon such terms as the City Administrator deems necessary. In such case, no further resolution of the City Council is required.

4. **LICENSE FEE:** Licensee shall, in consideration of the License granted herein, pay unto the City a monthly license fee of \$250 (the “License Fee”) during the Term of this License Agreement. The License Fee is due and payable in a single lump sum payment to the City in an amount of Three Thousand (\$3,000.00) Dollars and 00/100 within thirty (30) days of this License Agreement being executed. Except as set forth in Section 5 below, in the event this License Agreement is terminated, the City shall refund the Licensee the proportionate unearned License Fee for any full calendar months remaining during the Term minus any costs incurred by the City to repair or remedy any damage caused by Licensee, or its employees and invitees, to the Property.

5. **TERMINATION:** Either Party may terminate this License Agreement for convenience and without cause upon thirty (30) days written notice to the other Party. The City may revoke the license granted by this License Agreement immediately upon written notice to Licensee for Licensee’s breach of any provision of this License Agreement. Notwithstanding Section 4 above, Licensee shall not be entitled to any refund of the License Fee in the event Licensee terminates this License Agreement or the City revokes this License Agreement for Licensee’s breach.

6. **LICENSED AREA AS-IS:** The Licensed Area is being made available hereunder for the Permitted Use on an “AS-IS” basis and subject to the other terms and conditions hereof. The City does not make, and hereby disclaims, any express, implied, statutory, or common law warranty, guarantee, or promise, representation or assurance INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, concerning the suitability or condition of the Licensed Area for any purpose including, without limitation, the Permitted Use. Licensee represents and warrants that it has examined or has had an opportunity to examine the Licensed Area and is fully and completely satisfied with the condition, fitness and order thereof.

7. **NO ALTERATION OF PROPERTY:** Licensee shall not, and shall not permit any of its employees or invitees, to alter any portion of the Licensed Area, or any other portion of the Property, without the prior written consent of City Administrator. Licensee shall not, and shall not permit anyone else to, display or erect any lettering, signs, pictures, notices or advertisements upon any part of the Licensed Area, or any other portion of the Recreation Center, or attach anything to the fences enclosing the Recreation Center, without the prior written consent of an authorized representative of the City. Licensee shall not make any improvements to or on the Licensed Area, or any other portion of the Recreation Center, without the prior written consent of City Administrator.

8. **CARE OF LICENSE AREA:** Unless otherwise agreed by the City pursuant to this License Agreement or by other writing, Licensee shall, after each use of the Licensed Area, return the Licensed Area to substantially the same condition as it was prior to Licensee's use thereof. Licensee's obligation pursuant to this paragraph shall include, but shall not be limited to, disposal of garbage and moving or storage of furniture and equipment used by Licensee. In the event Licensee is granted an exclusive right to possess or use the Licensed Area, Recreation Center, or any portion thereof, then upon termination of the License Agreement, Licensee shall vacate the Licensed Area and return same to substantially the same condition as it was prior to Licensee's entry upon the Property.

9. **DAMAGE TO CITY PROPERTY:** Licensee shall be solely responsible and shall reimburse the City for the cost of repairs incurred by the City to correct damage to the Licensed Area, the Recreation Center, or any portion thereof, that is caused by Licensee, its officers, employees, agents and invitees. Licensee shall reimburse the City for the cost of such repairs within thirty (30) days after receipt of written demand for payment by the City.

10. **INDEMNIFICATION:** To the fullest extent permitted by Law, Licensee shall indemnify, hold harmless and defend the City, and its elected officials, officers, employees, agents and representatives from and against all claims, damages, penalties, losses or expenses (including but not limited reasonable attorney's fees) of any nature attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, that is caused in whole or in part by any act or omission of Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable through use of this License Agreement. Without limiting the foregoing, Licensee's obligation to indemnify the City, and its elected officials, officers, employees, agents and representatives for any claims, damages, penalties, losses or expenses shall include violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law, by Licensee, anyone directly or indirectly employed by it or anyone for whose acts it may be liable for in connection to such claim, damage, penalty, loss and expense. The obligation of Licensee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including Worker's Compensation or other employee benefit acts provided by Licensee. The obligations under this Section 10 shall survive the completion or earlier termination of this License Agreement.

11. **INSURANCE:** Licensee shall, at its sole expense, and prior to its utilization of the License Area or the Property, maintain the following minimum insurance coverages protecting Licensee and the City against any and all liability and claims for damages to persons or property occasioned on or about the Property, and furnish to the City a certificate of insurance(s) evidence same and reflecting the effective date of such coverage as follows:

- a. Worker's Compensation and Disability Policy, covering Licensee's operations in the State of New York. Policy limits must equal New York State Requirements.

- b. General Liability Policy, with limits of no less than \$1,000,000 each occurrence/\$2,000,000 aggregate limits for personal injury and property damage, and shall not exclude coverage for Products/Completed Operations or Independent Contractors.
- c. The City of Beacon and its elected officials, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy and Certificate of Insurance should show this applies to the General Liability coverage on the certificate.
- d. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions.
- e. To the extent permitted by New York law, Video Ventures waives all rights of subrogation or similar rights against the City of Beacon, and its elected officials, officers, employees, representatives and agents.
- f. Excess Umbrella Liability, with limits of no less than \$500,000 each occurrence/\$1,000,000 aggregate and includes coverage for General, Automobile and Professional Liability.
- g. Where permitted, certificate(s) shall provide thirty (30) days written notice, by registered certified mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon, attention to the City Administrator. Policies which lapse and/or expire during the terms of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.

Licensee shall furnish to the City a certificate of insurance as evidence of coverage within thirty (30) days of commencement of this License Agreement. The Certificate of Insurance shall name the City of Beacon, its elected officials, officers, employees, agents, and representatives as an Additional Insured by endorsement without limiting language.

All required insurance must be in effect and maintained during the Term and is subject to the approval of the City Attorney as to adequacy, form, and correctness. The cost of furnishing the above insurance shall be borne by Licensee. There will be no direct payment for this cost/expense.

In the event any of the required insurance policies are canceled or not renewed, Licensee shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and, specifically with regard to "claims made" policies, which provide for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy(ies). With respect to all "claims made" policies which are renewed,

Licensee shall provide coverage retroactive to the date of commencement of work under this Agreement.

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

Licensee shall not do or permit to be done any act or thing upon the Licensed Area that will invalidate or be in conflict with any insurance policies covering the same. Licensee shall promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the Licensed Area which shall increase the rate of insurance on the Property.

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

12. **NOTICES:** All notices required to be made in writing hereunder shall be given by electronic mail and by overnight or express mail services, addressed to the Parties as designated below. Each such notice or communication shall be deemed effective on the next business day after being dispatched. Notices shall be addressed to each Party as follows:

As to the City:

City of Beacon
1 Municipal Plaza
Beacon, NY 12508
Attn: Chris White, City Administrator
Email: cwhite@beaconny.gov
With copy/cc to: Mark Price, Beacon Recreation Director
Email: mprice@beaconny.gov

-and-

Keane & Beane, P.C.
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601
Attn: Nicholas M. Ward-Willis, Esq.
Email: nward-willis@kblaw.com

As to Licensee:

Cornell Cooperative Extension
2715 Route 44
Millbrook, New York, 12545

Attn: Mary Lou Carolan
Email: mc2866@cornell.edu

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

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

15. **NO INTEREST IN REAL PROPERTY**: This License Agreement does not create any interest in real property, nor does it grant, convey, or otherwise transfer any interest in real property (including without limitation, any leasehold interest or easement) to Licensee. Unless otherwise expressly agreed herein, this License Agreement does not confer upon Licensee or any invitee thereof the right to exclusive possession or use of the Licensed Area, the Recreation Center, or any portion thereof, as against the City or any other person or entity. This License Agreement shall not be recorded in the Dutchess County Clerk Office and shall be revocable by the City in accordance with Section 5 above.

16. **COMPLIANCE WITH LAWS**: Licensee shall conform to any and all applicable Federal, State or local laws or regulations in connection with this License Agreement, and shall procure at its own expense any license(s) or permit(s) necessary for its operations.

17. **NON-DISCRIMINATION REQUIREMENTS**: Licensee agrees for itself, and its successors and assigns that it shall not discriminate upon the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, or domestic violence victim status.

18. **ENTIRE AGREEMENT; AMENDMENTS:** This License Agreement represents the entire agreement and understanding of the Parties hereto, and all previous understandings, agreements, and communications, written or oral, are hereby terminated and superseded by this Agreement. This License Agreement shall not be modified, superseded or otherwise amended, except by written agreement signed by all Parties hereto.

19. **NON-ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES:** Neither Party may assign this License Agreement or any portion of any of the obligations to be performed under this License Agreement without the prior consent of the other Party. Nothing in this License Agreement shall act to confer any rights or privileges upon any person or entity not a party to this License Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by their duly authorized representatives on the day and year last written below.

LICENSEE:
(Cornell Cooperative Extension)

CITY OF BEACON

Signature

Signature

Name

Christopher White
Name

Title

City Administrator
Title

Date

Date

DRAFT

SCHEDULE A

DESCRIPTION OF PERMITTED USE

1. **Purpose.** The City hereby grants Licensee a license to access and use the Licensed Area, as described below, for the following purpose(s) (provide a detailed explanation of the proposed uses, including specific events and exercises Licensee may seek to perform on the premises. Failure to include information in this description may preclude certain uses at a later date):
 - a) **Offices for Green Teens Program in such areas as are assigned by the Director.**
 - b) **Classroom and education space for Green Teens Program in such areas as are assigned by the Recreation Director.**
 - c) **Educational garden plots in South Ave Park as are assigned by the Recreation Director.**
2. **Licensed Area.** The Licensed Area shall consist of the following room(s), facilities, space and grounds at the Recreation Center as are assigned by the Recreation Director:
 - a) **Green Teens locked office space, storage space share second floor, garden plot area and parking lot for organization vehicles, as shown on the attached map as green stars.**
 - b) **Green Teens use of common meeting rooms (gym, classroom, and kitchen, etc.) and outdoor areas pending Recreation Center calendar availability & approval by Recreation Director, as shown on the attached map as blue stars and red stars.**

In addition to the foregoing, the Licensed Area shall further include those common areas of the Recreation Center as are assigned or permitted by the Recreation Director, such as restrooms, lobbies, hallways, stairwells and athletic fields (hereinafter "Common Areas") which are reasonably necessary for Licensee to carry on its programming at the Recreation Center.

Will Licensee's use of the Licensed Area (excluding Common Areas) be exclusive (circle)?

Yes - for locked office space and garden plots

No

3. **Days and Hours of Use.** Unless otherwise agreed, Licensee shall have access to and use of the Licensed Area seven days per week as follows:
 - a. If based on specific dates each month, the following dates:

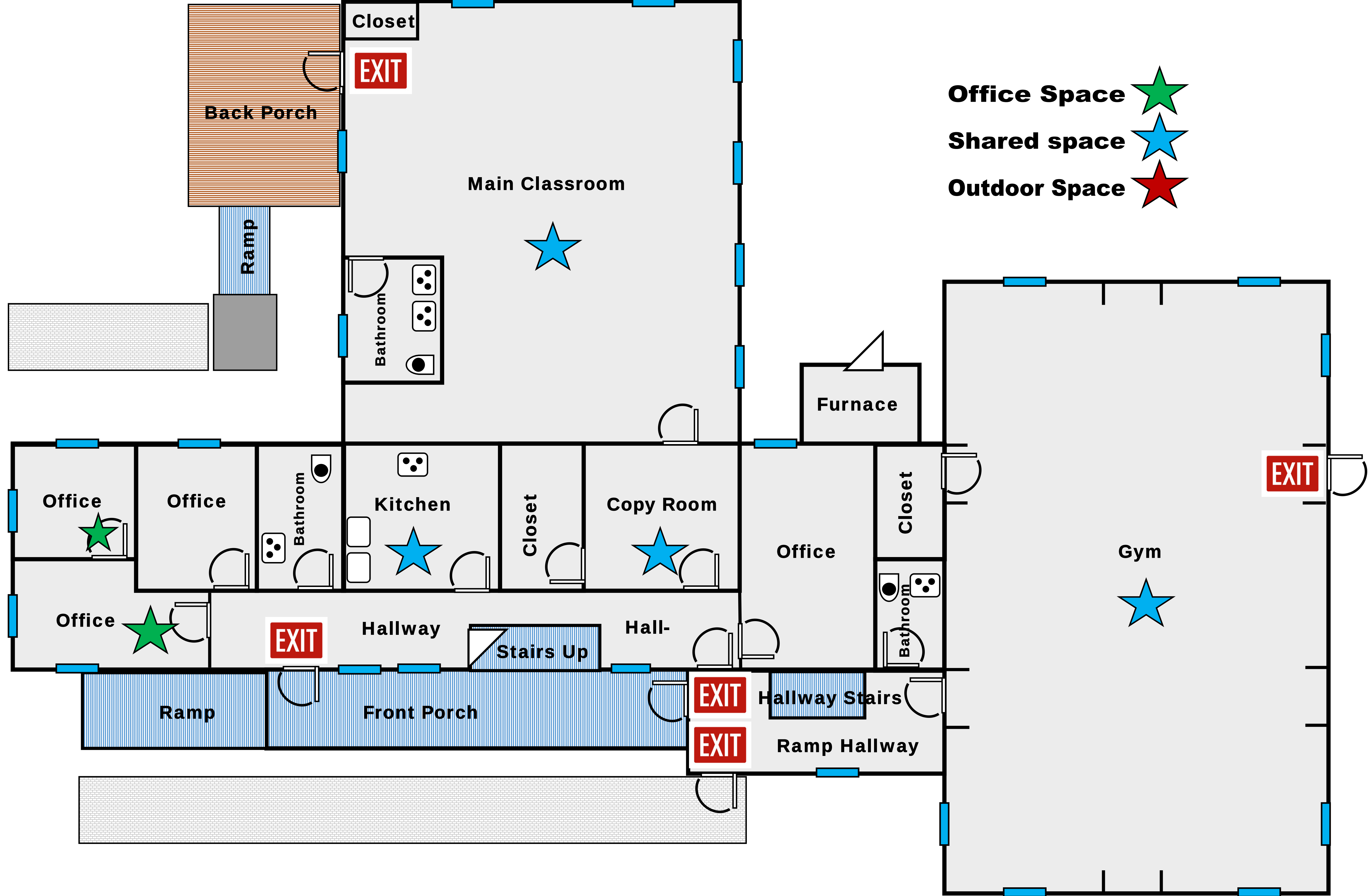
All licensed area usage is pending Recreation Center calendar availability & approval by Recreation Director.
 - b. If based on weekly use, then the following days each week:

All licensed area usage is pending Recreation Center calendar availability & approval by Recreation Director.
 - c. Between the hours of **7:00 AM and 7:00 PM**, or during such hours as may be otherwise approved in writing by the Recreation Director and depending on Recreation Center availability.

4. **License Fee.** Licensee shall pay a monthly fee of **\$250** for the Permitted Use.

Appendix A

Parking Lot★



- Office Space★
- Shared space★
- Outdoor Space★

Appendix A

Office Space 

Shared space 

Outdoor Space 



City of Beacon City Council Agenda
01/27/2025

Title:

Accessory Dwelling Unit Application Update

ATTACHMENTS